IN THE PRINCIPAL SUBORDINATE COURT AT KANCHEEPURAM

PRESENT: THIRU. K.S. ARUN SABHAPATHY, M.A., M.L., D.D.T.P.,
Principal Subordinate Judge.

Friday, the 27th day of March, 2026.

ORIGINAL SUIT No. 73 OF 2016
(CNR No. TNKP07 – 000460 – 2016)

BETWEEN
Bank of India,
Represented by its Branch Manager,
Kancheepuram Branch. ……….Plaintiff

AND

Sri Vinayaga Builders,
Represented by its Partners,
1. S. Vijaya Krishna Das.
2. S. Rajinikanth. ……….Defendants

This suit have come up on 16.02.2026 before me for final hearing in the presence of Mr. A.K. Ramesh, learned counsel appearing for the Plaintiff, Defendants 1 and 2 were set ex parte on 04.03.2024 and 12.09.2016 respectively, upon hearing the submissions of the learned counsels for the Plaintiff, and also on perusal of the records, having stood over for consideration till this day, this Court delivers the following:

JUDGMENT

1. The suit is filed for recovery of a sum of Rs.3,19,598/- from the defendants, together with subsequent compound interest at the rate of 12.00% per annum with monthly rests from the date of plaint till the date of realization, and for costs of the suit.

2. CASE OF THE PLAINTIFF: The defendants availed a credit facility for business purposes against hypothecation to the extent of Rs.3,00,000/- on 14.03.2013 and, in that connection, executed a promissory note in favour of the plaintiff on the same day. They agreed to pay interest at the rate of 12.25% per annum with monthly rests. The defendants also executed declaration, agreement, and hypothecation-cum-loan agreement in favour of the plaintiff Bank on the very same date. As on 04.02.2016, a sum of Rs.3,19,598/- became due and payable by the defendants. The defendants stopped operating the loan account from 27.02.2016 and abruptly discontinued transactions. Despite repeated demands made by the plaintiff, the defendants failed to repay the outstanding amount either towards principal or interest. In spite of personal follow-ups and notices issued on various dates, the defendants failed to regularize the loan account. Hence, the plaintiff has come up with the present suit for recovery of the outstanding amount.

3. Despite due service of notice, the first defendant failed to appear before this Court and was consequently set ex parte on 04.03.2024. The second defendant, though afforded sufficient opportunity from 01.06.2016 to 12.09.2016, failed to file his written statement and was therefore set ex parte on 12.09.2016.

4. POINT FOR DETERMINATION: Whether the plaintiff is entitled to recover a sum of Rs.3,19,598/-, together with subsequent compound interest at the rate of 12% per annum with monthly rests from the date of the plaint till the date of realization on the principal sum, and also for the costs of the suit?

5. The branch manager of the plaintiff bank was examined as PW1 and marked Ex.A1 – Employee Identity Card of PW1, Ex.A2 – Demand Promissory Note, Ex.A3 – Declaration, Ex.A4 – Hypothecation-cum-Loan Agreement, and Ex.A5 – Statement of Loan Account.

6. Heard the submissions of the learned counsel for the plaintiff. Perused the records.

7. FINDING: A perusal of Ex.A2 Promissory Note, Ex.A3 Declaration, Ex.A4 Hypothecation Agreement and Ex.A5 Statement of Loan Account, the defendants borrowed a sum of Rs.3,00,000/- towards credit facility and failed to repay the same as agreed. Despite that the defendants failed to discharge the outstanding amount. As per Ex.A2 promissory note, the suit is well laid within the period of limitation.

7.1. On perusal of Ex.A5 Statement of Loan Account, it is seen that the defendants owes a sum of Rs.3,19,598/- as on the date of the suit. The defendants, despite affording sufficient oppurtunity, failed to establish that the outstanding amount was settled or that any part payment was made. In view of the above and as the suit is filed within the period of limitation and the defendants still owes the suit claim amount, this Court is of the considered view that the plaintiff is entitled to recover the amount as prayed for. Accordingly, the point for consideration is answered in favour of the plaintiff.

8. RESULT: In the result, for the foregoing reasons, this suit is decreed as follows:

8.1. The defendants 1 and 2 are jointly and severally liable to pay to the plaintiff a sum of Rs.3,19,598/- (Rupees Three Lakhs Nineteen Thousand Five Hundred and Ninety Eight only) with interest at the rate of 6% per annum on the principal sum of Rs.3,00,000/- from the date of the plaint till the date of actual realization;

8.2. The defendants shall pay proportionate costs of the suit to the plaintiff; and

8.3. The defendants are granted three months' time from this date to repay the said amount.

Dictated to the Steno-typist, typed by her directly in the desktop, corrected and pronounced by me in open Court, on this the 27th day of March, 2026.

KS ARUN SABHAPATHY

Principal Sub Judge, Kancheepuram
Digitally signed by KS ARUN SABHAPATHY
Date: 2026.03.27 16:52:20 +0530

Principal Subordinate Judge,
Kancheepuram.

LIST OF WITNESS EXAMINED ON THE SIDE OF PLAINTIFF:

PW1 Arputha Albert Muthuraj.

LIST OF DOCUMENTS EXHIBITED ON THE SIDE OF PLAINTIFF:

Ex.A1	01.04.2014	Identity card of PW1 – Photo Copy.
Ex.A2	14.03.2013	Demand Promissory Note – Original.
Ex.A3	14.03.2013	Declaration – Original.
Ex.A4	14.03.2013	Hypothecation-cum-Loan Agreement – Original.
Ex.A5	04.02.2016	Statement of Account – True Copy.

LIST OF WITNESS EXAMINED AND DOCUMENT EXHIBITED ON THE SIDE OF DEFENDANTS: Nil.

KS ARUN SABHAPATHY

Principal Sub Judge, Kancheepuram
Digitally signed by KS ARUN SABHAPATHY
Date: 2026.03.27 16:52:29 +0530

Principal Subordinate Judge,
Kancheepuram.

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