IN THE COURT OF PRINCIPAL SUBORDINATE COURT, KARUR
PRESENT:- THIRU. C. VEDIYAPPAN, M.A.,M.L.,
Principal Subordinate Judge, Karur.

Monday, the 06th day of April, 2026
O.S. No. 01/2026
(CNR.No. TNKR03-001859-2025)

State Bank of India, Agri of MSME Credit Center,
rep. By its Branch Chief Manager, ….. Plaintiff

/Vs/

M. Thangarasu …..Defendant

This suit was taken on file by this Court on 01.12.2025 and came up for final hearing before me on 27.03.2026 in the presence of Mr. K. Senkottayan, Advocate for the plaintiff and the defendant called absent being set exparte on 04.02.2026 and upon hearing the arguments of the plaintiff and upon perusing the materials available on the records and having stood over for consideration till this day, this court deliver the following;

JUDGMENT

The plaintiff filed the above suit for recovery of money for a sum of Rs.2,78,785/- with the subsequent interest as against the defendant and costs of the suit.

1. Gist of the plaint averments is as follows;

1.1. The defendant approached the plaintiff's Bank for financial assistance for the business loan under MSME Scheme and availed a loan for a sum of Rs.5,90,000/- from the plaintiff's Bank on 19.12.2021, vide Loan Account No. 41062001734. The defendant had executed an Arrangement Letter and Agreement of Loan-cum-hypothecation in favour of the plaintiff's Bank on 18.06.2022 for discharging the loan amount. The defendant also agreed to repay the loan amount in 60 equated monthly installments of Rs. 12,746/- along with the interest at the rate of 9.65% per annum commencing from 18.08.2022 to the plaintiff's Bank. Moreover, in spite of the repeated demands made by the plaintiff's Bank, the defendant have executed the

Revival Letter in favour of the plaintiff's Bank on 10.09.2024. Thereafter, in spite of the repeated demands made by the plaintiff's Bank, the defendant neither paid the loan amount nor any interest to the plaintiff's Bank. Subsequently, the plaintiff's Bank issued a Legal notice to the defendant on 29.11.2024, calling upon him to repay the loan amount together with the interest to the plaintiff on receipt of the legal notice and the same was received from the defendant. As per the statements of accounts maintained by the plaintiff's Bank, the defendant is liable to pay the total outstanding amount for a sum of Rs.2,78,785/- to the plaintiff's Bank on 09.10.2025. Further, the plaintiff filed a pre-Mediation on 19.07.2025 against the defendant at District Legal Service Authority, Karur. Hence, the suit is not barred by limitation. In spite of the issuance of legal notice, the defendant neither paid the loan amount nor any reply. Hence, the suit.

2. On due service of summon, the defendant called absent being set exparte on 04.02.2026.

3. The plaintiff's Bank Manager namely, R. Parthiban S/o. Rajeshwaran filed a proof affidavit and examined himself as PW1 and Exhibit A1 to A11 were marked. Ex.A1 is an original Loan Application dated 19.12.2021. Ex. A2 is an Original Letter of Arrangement dated 18.06.2022. Ex. A3 is an Original Agreement of Loan – Cum – Hypothecation dated 18.06.2022. Ex. A4 is an original revival letter dated 10.09.2024. Ex.A5 is a Copy of the Statements of Accounts dated 09.10.2025. Ex.A6 is an Office copy of Legal Notice with Postal receipt dated 08.01.2025. Ex. A7 is an original acknowledgment card dated 07.12.2024. Ex. A8 is an original acknowledgment card dated 07.12.2024. Ex. A9 is an original reply notice datted 24.06.2025. Ex. A10 is an original acknowledgment card dated 02.07.2025. Ex. A11 is an original acknowledgment card dated 02.07.2025 have been marked on the side of the plaintiff's Bank, with this the plaintiff side evidence is closed.

Now, the points for consideration is that whether the plaintiff's Bank has proved its case against the defendant through oral and documentary evidence ?

4. Answer to the point:-

4.1. The Plaintiff side arguments heard and record perused. On perusal of the records, it is found that the plaintiff filed the above suit for recovery of money for a sum of Rs.2,78,785/- with the subsequent interest as against the defendant and costs of the suit. Even after service of summon, the defendant called absent being set exparte on 04.02.2026 and remained till this date. In order to substantiate the case of the plaintiff's Bank, the plaintiff's Bank Manager namely, R. Parthiban S/o.Rajeshwaran examined himself as PW1 and exhibit A1 to A11 were marked on the side of the plaintiff's Bank. In order to prove the transaction between the plaintiff's Bank and the defendant, Ex.A1 is an original Loan Application dated 19.12.2021. Ex. A2 is an Original Letter of Arrangement dated 18.06.2022. Ex. A3 is an Original Agreement of Loan – Cum – Hypothecation dated 18.06.2022. Ex. A4 is an original revival letter dated 10.09.2024. Ex.A5 is a Copy of the Statements of Accounts dated 09.10.2025. Ex.A6 is an Office copy of Legal Notice with Postal receipt dated 08.01.2025. Ex. A7 is an original acknowledgment card dated 07.12.2024. Ex. A8 is an original acknowledgment card dated 07.12.2024. Ex. A9 is an original reply notice datted 24.06.2025. Ex. A10 is an original acknowledgment card dated 02.07.2025. Ex. A11 is an original acknowledgment card dated 02.07.2025 have been marked on the side of the plaintiff's Bank, have been marked on the side of the plaintiff's Bank.

4.2. The Learned counsel appearing for the plaintiff argued that the defendant has executed a Revival Letter in favour of the plaintiff's Bank on 10.09.2024, Which was marked as Ex.A4 for Acknowledgement of debt and security and the plaintiff has filed the above suit against the defendant on 23.10.2025. Hence, the suit is filed by the plaintiff against the defendant within the statutory period. On perusal of the

Ex. A4 Revival Letter, it is found that the defendant has executed the Ex. A4 Revival Letter to the plaintiff's Bank on 10.09.2024 and the plaintiff filed the above suit against the defendant on 23.10.2025. Hence, the suit is filed by the plaintiff within the statutory period. The Learned counsel appearing for the plaintiff further submitted that the statutory requirements of proviso U/s. 12(A) of Commercial Court Act is complied with by the plaintiff and the non-Started report is marked as Ex.A7. Hence, the suit may be decreed. Moreover, admittedly, the defendant never appeared before this Court and not disprove the case of the plaintiff. Therefore, nothing is on records to disbelieve and discredit the testimony of PW1 and Exhibit A1 to A11. In the absence of any contra evidence, it is presumed that the plaintiff's Bank has established its case against the defendant through oral and documentary evidence. Therefore, the plaintiff's Bank is entitled for recovery of the suit amount from the defendant as prayed for. Thus, this point is answered accordingly.

In the result, the suit is decreed as follows;

a)	**Thereby, directing the defendant to pay for a sum of Rs.2,78,785/- to the Plaintiff's Bank with subsequent interest at the rate of 6% per annum from the date of institution of the suit till the date of realization of the decree amount.**
b)	**Thereby, the defendant shall bear the costs of the suit.**

Dictated by me to the Typist, typed by her, and corrected by me, Pronounced by me in open court, on this the 06th day of April - 2026. C.Vediyappan Digitally signed by C.Vediyappan

PRINCIPAL SUBORDINATE JUDGE,
KARUR.

Plaintiff side Witness:-

PW1	Thiru. Parthiban - Manager

Plaintiff side Documents:-

Sl. No.	Date	Exhibits	Documents
1	19.12.2021	Ex. A1	An Original Loan Application

2	18.05.2022	Ex. A2	An Original Letter of Arrangement
3	18.06.2022	Ex. A3	An Original Agreement of Loan-cum- Hypothecation
4	10.09.2024	Ex. A4	An original revival letter
5	09.10.2025	Ex. A5	A Copy of the Statements of Accounts
6	29.11.2024	Ex. A6	An Office copy of Legal Notice with Postal receipt
7	07.12.2024	Ex.A7	An original acknowledgment card
8	07.12.2024	Ex.A8	An original acknowledgment card
9	24.06.2025	Ex.A9	An original reply notice
10	02.07.2025	Ex.A10	An original acknowledgment card
11	02.07.2025	Ex.A11	An original acknowledgment card

<u>Respondent side Witness and Documents:- Nil</u>

C.Vediyappan Digitally signed by C.Vediyappan

PRINCIPAL SUBORDINATE JUDGE,
KARUR.