

TNMD230007852024



IN THE COURT OF THE SUBORDINATE JUDGE OF MELUR.

Present: Tmt. M. SAMUNDEESWARI PRABHA, M.A., M.L.,

Subordinate Judge, Melur,

Monday the 16th day of March 2026

O.S.No.295/2024

Canara Bank,
Represented through its
Mangulam Branch,
Manager

.....
// Vs //

Plaintiff

1.Mr.S.Kanchivanan @ Pownraj

2.Mr.K.Sekar(Died)

.....

Defendants

This suit came up on 11.03.2026 for final hearing before this court in the presence of Thiru.M.Harikrishnan Advocate for the Plaintiff and the 1st defendant was called absent and set exparte on 29.01.2025, 2nd defendant died and the case has been dismissed as abated against D2 dated 12.11.2025 and upon consideration of entire material records and on hearing submissions made by the plaintiff counsel and having stood over for consideration till this day, this court doth deliver the following:-

JUDGMENT

This suit has been filed for recovery of money directing the defendants to pay the plaintiff the sum of Rs.2,72,371/- with subsequent accrued interest thereon at the rate of 10.95% per annum at monthly rests from the date of plaint till payment in full or realization and directing the defendants to pay the costs of this suit to the plaintiff.

1. Brief Averments of the Plaint as Follows:-

The defendant No.1 is the son of defendant No.2. The defendant No.1 applied to the plaintiff bank for an educational loan for a sum of Rs.1,31,000/- for pursuing B.E., studies in Lathamathavan Engineering College at Madurai and the second defendant agreed to stand as joint borrower/co-obligant. The plaintiff has sanctioned with a sum of Rs.1,31,000/- on 07.03.2015 and on condition of execution of necessary documents by the defendants. The defendants have agreed to repay the said loan amount in 120 monthly instalments each besides accrued interest and the repayment commencing after a period of one year from the date of completion of the course or a period of six months from the date of joining of any job which ever is earlier. The defendants have agreed to pay the loan amount of Rs.1,31,000/- alongwith accrued interest at the rate of 11.70% per annum compounded at monthly rest or at such rest and interest as revised by the bank from time to time such interest being added to the balance outstanding on the last working

day of every calendar month and the said interest if unpaid will become part of the amount advanced (i.e., the principal as mentioned above) and bears interest at the same rate. Further, the defendants have agreed to pay higher and revised rate of interest as per the directives of Reserve bank of India along with other commissions, insurance premium, expenses, charges, etc. As security, evidence and cover, for the said loan a sum of Rs.1,31,000/-, the defendants have jointly executed Educational loan agreement infavour of the plaintiff on 07.03.2015 at Mangulam agreeing to repay the principal amount in 120 monthly installments besides accrued interest at the rate of 11.70% per annum interest at monthly rest or at such rest as revised by the bank from time to time and the repayment commencing after a period of one year from the date of completion of course or a period of six months from the date of joining of any job which ever is earlier. Further, as per the educational loan agreement, the repayment or acknowledgement made or given either by the borrower or by the joint borrower/co-obligant shall be binding on both the borrower and joint borrower/co-obligant jointly and severally. The first defendant has completed his course on August 2018. After a holiday period of one year, the repayment commenced from September 2019, but the first defendant has not repaid the loan due amount as per the repayment schedule and he has committed breach of terms and conditions of the loan availed by

him and thus he has become a chronic defaulter. Hence, the plaintiff is entitled to demand repayment of the entire liability from the defendants. Further, the defendants have admitted and acknowledged their liability and the defendants have jointly executed letter of Acknowledgement of Debt infavour of the plaintiff on 19.01.2020 and 30.07.2022. According to the ledger page of the defendant in the plaintiff's Book of accounts as certified under Banker's Book of Evidence Act/information Technology Act, (Loan Account Number: 1842651014236) a sum of Rs.2,69,189/- is due with interest charged up to 06.09.2024 and a sum of Rs.3182/- is due towards interest for the period from 07.09.2024 to 15.10.2024 and thus totalling a sum of Rs.2,72,371/- is due with interest charged upto 15.10.2024. As per Section 21 of the Banking Law (Amendment) Act, 1983, the plaintiff being a banking company is entitled to interest at the rate of 10.95% per annum at monthly rest till entire payment. Further as per the contract, the defendants are liable to pay interest at the rate of 10.95% per annum at monthly rest being the contractual rate. In spite of repeated demands made, including the lawyer notice dated 04.11.2023 the defendants have not repaid the loan due amount. Under these circumstances, this Plaintiff is constrained to file this suit on accounts before this Court for recovery of the due amount with subsequent interest and cost, on the accounts maintained by the Plaintiff. Hence this suit.

3. Hence this suit has been filed within 3 years and not barred by law of limitation. Hence the suit has to be decreed.

4. In this case, the summon through court to the defendants and the D1 summon was returned as no residence, D2 summon returned as died and this suit has been dismissed as abated as against D2 and private notice ordered to the 1st defendant and the 1st defendant notice was served and was called absent and set exparte on 29.01.2025 On behalf of the plaintiff, the plaintiff bank manager Mr.Srinath deposed as PW1 and marked EX.A1 to EX.A8 documents to prove the plaintiff case. Exparte evidence was recorded.

5. Plaintiff side heard. Records Perused. In order to establish the case of the plaintiff, the plaintiff bank Manager was examined as PW1. PW1 deposed in his evidence that the defendants borrowed a sum of Rs.1,31,000/- and the loan amount was not recovered. Hence this Suit. On the side of Plaintiff, the education loan application marked as Ex.A1, the education loan agreement marked as Ex.A2, the acknowledgement of debt jointly executed by the defendants infavour of the plaintiff marked as Ex.A3, the acknowledgement of debt jointly executed by the defendants infavour of the plaintiff is marked as Ex.A4, the lawyer notice with postal receipts marked as Ex.A5, the acknowledgment card from the 1st defendant marked as Ex.A6, the acknowledgement card of the 2nd defendant is marked as Ex.A7, the statement of accounts marked as Ex.A8.

6. From the available evidence it is established that the defendants borrowed a sum of Rs.1,31,000/- from the plaintiff bank and the executed Ex.A1 to A4 in favour of the plaintiff bank and the defendants failed to repay the loan amount. The defendants did not appear and denied the case of the plaintiff and the documents marked on the side of the plaintiff bank. Therefore from the available evidence, this court of the view that the plaintiff has proved the case on the strength of oral and documentary evidences. Hence the plaintiff is entitled to the suit claimed amount with costs of this suit.

Result :-

This suit is decreed by directing the 1st defendant to pay the plaintiff bank a sum of Rs.2,72,371/- along with the subsequent interest at the rate of 9% per annum from the date of suit till the date of decree and interest at the rate of 6% per annum for the principal amount of Rs.1,31,000/- from the date of decree till the date of payment or realization in full, along with the costs of suit.

Dictated to the typist, and typed by him, corrected and pronounced by me, this the 16th day of March 2026.

**Sub Judge,
Melur.**

**Draft/Fair Judgment
in
O.S.No.295/2024
16.03.2026
Sub Court, Melur**