



1

IN THE COURT OF SUB JUDGE, USILAMPATTI

Present: Tmt.L.Maheswari., M.L.,

Sub Judge, Usilampatti

Wednesday the 22th day of July, 2026

O.S.No. 229 of 2022

(CNR. No.TNMD240004332022)

Canara Bank, Chellampatti Branch

Madurai District

Represented by its Senior Manager

... Plaintiff

Vs.

1. S. Gayathri

2. T. Sivanandi (Died)

... Defendants

This suit is coming on 22.07.2026 this day before this Court for final hearing in the presence of Thiru. S. Ganapathy learned counsel for the plaintiff and the defendants being called absent and set ex-parte, and upon perusal of case records and after hearing the plaintiff side arguments and this suit having stood over for consideration till this date, this Court delivers the following:-

JUDGMENT

This suit has been filed under Order VII Rule 1 of C.P.C

a) Pass a decree directing the defendants to pay the plaintiff a sum of Rs.4,71,340/- with subsequent interest at the rate of 8.25% per annum from the date of this plaint till date of realization, b) to pay the cost, d) to pass such

other relief.

2. The brief averments of the plaint is as follows:

The plaintiff states that, the 1st and 2nd defendants are the Daughter and Father. the defendants having approached the plaintiff on 12.10.2009 with a education loan application. The plaintiff bank sanctioned Rs. 1,90,400/- loan in favour of the defendants, which carries interest rate at the rate of 10% per annum and the defendants agreed to repay in 60 equated monthly installments. Accepting the terms and conditions of the said sanction, the Defendants executed loan application and Agreement of educational loan on 03.11.2009 in favour of the plaintiff. The plaintiff states that as per terms of loan documents executed by the Defendants the repayment would commence 1 year after the course commencing from 15.03.2017 and 06.02.2020 or after six months from the date of student getting the job, whichever is earlier. On perusal of statement of accounts it is noticed that the operation of the account is highly irregular and the loan amount was not repaid as promised by the Defendants. On account of the failure to repay the dues as is required. the defendants as a borrower is liable to pay the amounts due under the above said loan amount. Hence, this suit.

3. The defendants has remained ex parte.

4. The point for consideration is

(i). Whether the plaintiff is entitled to the decree as prayed for?

5. On the side of the plaintiff, the one Mr. R. Ponraja, was examined as PW1 and Ex.A1 to Ex.A7 were marked.

6. On points :-

Heard the plaintiff. Perused. Considered. From the undisputed oral evidence of PW1 and Ex.A1 to Ex.A7, Ex.A1 is the Loan Application Form. Ex.A2 is the Sanction Memorandum, Ex.A3 is the Education Loan Agreement, Ex.A4 is the Bonafide Certificate, Ex.A5 and Ex.A6 is the Revival Letter. Ex.A7 is the Statement of Account are taken as proved.

7. The Defendants has availed the Loan to the tune of Rs.1,90,400/-, the same was sanctioned on 24.10.2009, the defendants has executed Educational loan application on 03.11.2009, thereafter despite repeated demand they have not repaid the outstanding amount which results the filing of this suit. Education Loan Agreement executed by the defendants as Ex.A3, wherein the defendants have agreed to repay the loan in 60 equated monthly installments. The Defendants have also executed a Revival Letter dated 15.03.2017 and 06.02.2020. Since the defendants availed educational loan repayment would commence from 15.03.2017 and 06.02.2020.

8. Till date, the defendants not come forward to repay the loan. The 2nd Defendant Died. The 1st defendant also remained exparte and not come forward to prove their case. Hence, the plaintiff is entitled for the suit amount from the 1st defendant. Hence, suit is decreed with costs that the 1st defendant is directed to pay to the plaintiff for a sum of Rs.4,71,340/- along with interest at the rate of 6% p.a. on the principal amount of Rs.1,90,400/- from the date of plaint till the date of realization.

In the result, this suit is decreed with costs that the 1st defendant is directed to pay to the plaintiff for a sum of Rs. 4,71,340/- along with interest at the rate of 6% p.a. on the principal amount of Rs. 1,90,400/- from the date of plaint till the date of realization.

Dictated to the Typist directly and computerized by his, corrected and pronounced by me in the open court, this the 22th day of July, 2026.

Sub Judge
Usilampatti

I. Plaintiff Side Witness:-

PW1 : R. Ponraja

II. Plaintiff Side Exhibits:-

Ex.A1	12.06.2009	Application Form	Original
Ex.A2	24.10.2009	Sanction Memorandum	Original
Ex.A3	03.11.2009	Educational Loan Agreement	Original
Ex.A4	02.09.2009	Bonafie Certificate	Original
Ex.A5	15.03.2017	Revival Letter	Original
Ex.A6	06.02.2020	Revival Letter	Original
Ex.A7	07.09.2022	Statement of Account	Office Copy

III. Defendant side Witness and Exhibits – Nil.

Sub Judge
Usilampatti

Draft/Fair Judgment

in

O.S.No. 229/2022

Dated: 22.07.2026.