IN THE COURT OF THE SUBORDINATE JUDGE,
UDHAGAMANDALAM.
Present: Tmt. G. Bharathi Prabha, B.A., B.L.,
Subordinate Judge
Udhagamandalam
(J.O.Cde: TN01448)
Wednesday, the 3rd day of June, 2026
O.S.No.84 of 2025
CNR No.TNNS02-000065-2025

Canara Bank,
Ithalar Branch,
Rep by its Branch Manager … Plaintiff

-Vs-

1. A.Monisha
2. M.Sundari … Defendants

This suit is coming on 01.06.2026 for final hearing before this court, in the presence of Tr.A.Sachignanandakumar, B.Com.,B.L., Advocate for the plaintiff and Tr. T.K.Devaraj, B.A., LL.B., Advocate for the defendants and the defendants are remained exparte and upon hearing the plaintiff's side argument, upon perusing all the material records and having stood over till this day, for consideration this court delivered the following:-

JUDGMENT

The suit is filed for recovery of a sum of Rs.2,06,603.04 only with interest to the plaintiff with subsequent interest, from the date of suit till payment to the plaintiff bank and for Costs of the suit.

2. The plaintiff contends that, the defendants borrowed a sum of Rs.1,20,000/- from the plaintiff on 27.10.2015, for the education loan of the 1st defendant. The defendants executed loan papers on the same day. The defendants also agreed to pay interest at the rate of 10.85% compounded with monthly rest from the date of the grant of the loan or at such rate or rates in consonance with the Reserve Bank of India guidelines. The course completed in the year of 2017. The repay commenced the year 2018. In respect of the loan facilities granted to the defendants, there has not been proper repayment in the said accounts resulting the said account becoming NPA as per the Reserve Bank of India guidelines.

There is a sum of Rs.2,06,603.04 due by the defendants to the plaintiff. The interest is calculated up to 12.12.2024. Now, there is a sum of Rs.2,06,603.04 due by the defendants to the plaintiff. The defendants under their acknowledgement of debt dated 20.12.2018, 02.03.2020 and 11.04.2022 has also acknowledged their liability of the defendants to the plaintiff. Hence, the suit.

3. The defendant contend that, the suit is false and the same is unsustainable either in law. It is true that the defendant no.1 had availed “EDU Loan” received a sum of Rs.1,20,000/- on 27.10.2015 from the plaintiff bank. The defendant submits that on the above said dates concerned person in the plaintiff bank got executed several letters and documents from the defendants without mentioning any date and thereafter no documents as alleged in the plaint were executed by the defendants. The plaintiff bank for their own convenience filled in several dates in the said letters and documents and misused the same in this suit so as to get rid off the limitation. The plaintiff bank in any view of the case is not entitled to claim the interest at the rate of 10.85% p.a. as alleged in the plaint as the loans were sanctioned as an agricultural term loan. The plaintiff bank has not given credit to the payments made by the defendants. The balance of convenience is in favour of the defendants and at any rate the plaintiff has approached this court with unclean hand and this suit has to be dismissed on that score also. The suit is devoid of merit and truth and the cause of action is false. This court does not have jurisdiction to entertain this suit. The suit is barred by limitation. The suit as framed is not maintainable. Hence, this suit is may be dismissed.

4. Based on the pleadings and the documents the following Issues were framed,

1. Whether the plaintiff is entitled for the suit claim as prayed for?
2. To what other relief?

5. The defendants though appeared before this court and filed Written Statement but failed to prove his pleadings by cross examination of PW1 or let in evidence on their side but remained exparte. The plaintiff examined its Branch Manager as PW.1 and marked Ex.A.1 to Ex.A.9 to prove its case. There is no rebuttal evidence. With the evidence of PW1 the plaintiff's side evidence was closed and thereafter this court heard the learned counsel for the plaintiff.

Issues Nos. 1 and 2:

6. The plaintiff Mr. A.Sivakumar has been examined as PW1. The facts found in the plaint has been narrated in his chief examination in the form of proof affidavit. The perusal of Ex.A1 to Ex.A4 make it clear that, the defendants borrowed a sum of Rs.1,20,000/- from the plaintiff on 27.10.2015, for the educational loan of the 1st defendant. The defendants executed loan papers to repay the same with interest 10.85% p.a. On perusal of Ex.A5 to Ex.A7 it is found that, the defendants had said acknowledgment of debt dated 20.12.2018, 02.03.2020 and 11.04.2022. The Ex.A5 to Ex.A7 shows that, the defendants had acknowledged indebtedness of Rs.1,20,000/- on 20.12.2018, 02.03.2020 and 11.04.2022. The Ex.A5 to Ex.A7 saves the period of limitation to initiate legal action for the recovery of money. The Ex.A8 shows that, there is a due of Rs.2,06,603.04 as on 12.12.2024. On considering the pleadings in the plaint and evidence of PW1 and the documents Ex.A1 to Ex.A9, it establishes the transaction between the plaintiff and the defendants.

7. Since the defendants having called absent and set exparte the evidence of PW1 goes unrebutted. There is nothing on record to show that, the defendants have repaid the loan amount. The plaintiff has made out his case and hence the prayer sought for in the suit can be decreed as the plaintiff has proved the suit transaction and this point is answered accordingly.

8. However, considering the high rate of interest for the subsequent period, this court is inclined to reduce the same for the subsequent period. The point is answered accordingly.

9. In the result,

The suit is decreed directing the defendants to pay the plaintiff, a sum of Rs.2,06,603.04 with interest thereon at the rate of 9% p.a. from the date of suit till the date of decree, 6% p.a. from the date of decree till the date of realization and with costs. Time for payment Two months.

Dictated to Steno-Typist, typed by him directly in computer, corrected and pronounced by me in open court, on this the 3rd day of June, 2026.

G. Bharathi Prabha
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Date: 2026.06.03 17:18:06 +0530

SUB JUDGE,
UDHAGAMANDALAM.

I. **Plaintiff's Side Witnesses:**

PW1 – Mr. A.Sivakumar

II. Plaintiff's Side Exhibits:

Ex-A1	27.10.2015	Application for Education Loan	Xerox copy
Ex-A2	27.10.2015	Sanction Memorandum for Education Loan	Xerox copy
Ex-A3	27.10.2015	Educational Loan Agreement	Xerox copy
Ex.A4	27.10.2015	Agreement	Xerox copy
Ex.A5	20.12.2018	Acknowledgment of Debt and Security	Xerox copy
Ex.A6	02.03.2020	Acknowledgment of Debt and Security	Xerox copy
Ex.A7	11.04.2022	Acknowledgment of Debt and Security	Xerox copy
Ex.A8	01.01.2000 to 12.12.2024	Accounts with interest calculation memo	Xerox copy
Ex.A9	-	Authorization letter	Xerox copy

III. Defendant Side Witnesses & Exhibits: -Nil-

G. Bharathi Prabha
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Date: 2026.06.03 17:18:13 +0530

SUB JUDGE,
UDHAGAMANDALAM.

Sub Court, Udhagamandalam Copy of Judgment	
O.S.No:	84/2025
Date:	03.06.2026