



**IN THE COURT OF ADDITIONAL DISTRICT JUDGE,
RAMANATHAPURAM**

**PRESENT: Thiru. C. Mohanram, M.A., B.L.,
Additional District Judge,
Ramanathapuram.**

Saturday the 07th day of March 2026

**Original Suit No.149/2025
(CNR No.TNRM 01 003000 2025)**

Union Bank of India,
Rameswaram,
Represented by its Manager.

... Plaintiff

/Vs/

1. Ignatius

2. Janarthan Fracis

... Defendants

This suit came up for final hearing on 03.02.2026 before this Court in the presence of Thiru.K.Thangaran, Counsel for the plaintiff and the defendants have remained exparte and upon hearing plaintiff side argument and upon perusing the entire case records and having stood over for consideration till this date, this Court delivers the following...



JUDGMENT

Suit has been filed for recovery of money of Rs.12,11,368.46 with interest at 8.85% p.a. at monthly rests and cost of the suit by the plaintiff's Bank.

2. In order to prove the claim of the plaintiff's Bank, one Suthan, Manager of the plaintiff Bank has been examined as PW1 and 9 documents have been marked through him. The case of the plaintiff Bank is that the 1st defendant approached the plaintiff Bank for purchasing the Motor Boat for fishing and submitted an application. The original application given by 1st defendant is marked as Ex.A1. The plaintiff Bank has agreed to sanction loan and the letter of sanction is marked as Ex.A2. In the letter of sanction, it has been specifically mentioned that the 1st defendant has to execute some documents and also the repayment of loan. The 1st defendant has executed a Demand Promissory Note on 24.08.2021 for Rs.16,00,000/- and the Demand Promissory Note is marked as Ex.A3. The 1st defendant has also executed a hypothecation agreement on 24.08.2021 itself and the same is marked as Ex.A4. The 1st defendant has also executed an interest agreement on 24.08.2021 itself and the same is marked as Ex.A5. The 2nd defendant has agreed to stand as a guarantor and he has executed a deed of guarantee on



24.08.2021 itself. The deed of guarantee executed by 2nd defendant is marked as Ex.A6.

3. As per letter of sanction, the 1st defendant has agreed to pay the Principal amount with interest at the rate of 8.85% at monthly rests. He has also agreed to repay the same in 78 equated monthly installment at the rate of Rs.20,513/- commencing from the month of February, 2022. The 1st defendant has not properly repaid the installment every month and the statement of accounts maintained by plaintiff Bank is marked as Ex.A9. The 1st defendant has also executed a Debit Balance Confirmation letter on 20.03.2024. The 1st defendant has failed to repay the loan amount despite demand notice paid by plaintiff Bank. As per letter of Debit Balance Confirmation executed by 1st defendant and letter of continuity, the suit is filed within limitation and therefore the 1st defendant being the borrower and the 2nd defendant being the guarantor are liable to pay the suit amount with interest. Hence the suit is filed for recovery of money with interest and cost.

4. This Court perused the evidence of PW1 and documents marked through him. The defendants have not appeared and contest the case of the plaintiff Bank despite they have received notice from the Court. This Court perused the evidence as well as documents produced on the side of plaintiff.



As per Ex.A1, the plaintiff has submitted an application for sanction of loan and as per Ex.A2 the plaintiff bank has conveyed the terms and conditions. The 1st defendant has executed a Promissory note and deed of hypothecation after agreeing the terms and conditions embodied in the letter of sanction. The 2nd defendant has executed a deed of guarantee agreeing to stand as a surety for the repayment of the loan by the 1st defendant. As per statement of accounts and evidence of PW1, the plaintiff Bank has proved that the defendants are liable to pay a sum of Rs.12,11,368.46 with interest at the rate of 8.85% p.a. The purchase of Motor Boat was not a commercial one and it is for livelihood of the 1st defendant. Therefore, the plaintiff bank is entitled to claim interest as per contract entered into between the plaintiff bank and defendants 1 and 2. So, the plaintiff bank is entitled to get a money decree as prayed for.

In the result, the suit is decreed with cost directing the defendants to pay the suit amount of Rs.12,11,368/- to the plaintiff Bank within the period of 3 months with interest at the rate of 8.85% p.a. for the principal amount of Rs.16,00,000/- from the date of plaint till the date of decree with subsequent interest at 6% p.a. from the date of decree till the date of realization.



Dictated to the Steno-Typist, transcribed and typed by her in the Computer, corrected and pronounced by me in the open Court this the 07th day of March 2026.

**Additional District Judge,
Ramanathapuram.
07.03.2026**

Annexure:

List of Witness on the side of Plaintiff:

PW1 – Thiru. Suthan

List of Exhibits on the side of Plaintiff:

Ex.A1	24.08.2021	Original Loan application
Ex.A2	24.08.2021	Original Letter of Sanction
Ex.A3	24.08.2021	Original demand promissory note
Ex.A4	24.08.2021	Original deed of hypothecation Agreement
Ex.A5	24.08.2021	Original letter of interest agreement
Ex.A6	24.08.2021	Original deed of guarantee
Ex.A7		Original letter of continuity
Ex.A8	20.03.2024	Original letter of debit balance confirmation
Ex.A9		Computerized copy of Statement of accounts

**Additional District Judge,
Ramanathapuram.
07.03.2026**