IN THE COURT OF DISTRICT MUNSIF, THIRUVADANAI.

Present: Tmt. S.Revathi., B.A.B.L.,
District Munsif,
Thiruvadanai.

Wednesday, this the 29th day of July 2026

<u>O.S. No.81/2025</u>

Represented by Canara Bank,
Thondi Branch by its Chief Manager,
having his office at Thondi. ... Plaintiff

/Versus/

B.Tamil Selvan ... Defendant

This suit came up for final hearing on 17.07.2026 in the presence of Thiru.K.Ramanathan, Learned counsel for the plaintiff. The defendant were set-exparte on 28.08.2025 and exparte enquiry heard, having stood over for consideration till this day, this court delivered the following,

<u>JUDGMENT</u>

Suit for directing the defendant to pay a sum of Rs.94,169/- with subsequent accrued interest thereon at the rate of 10.50% per annum with monthly rests from the date of plaint till full payment and realization and for cost.

<u>1) Brief averments in the Plaint as follows:</u>

1.1. The plaintiff is a Chief Manager, represented by Thondi Branch, Canara Bank. The defendant has approached the plaintiff Bank for demand

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Agriculture loan and produce the Agreement and Deed for for Agreement of Hypothecation on 01.11.2018. The plaintiff bank agreed to sanction loan for a sum of Rs.1,00,000/- deposited in defendant Agriculture Loan Account No.3088840000232 on 01.11.2018. The Defendant had executed an Agriculture Loan Agreement for a sum of Rs.1,00,000/- agreeing to pay with 10.50% per annum, infavour of the plaintiff bank.

1.2. The defendant had not repaid the above said loan as agreed by them and failed to abide by the terms and conditions of the loan agreement executed by him. The Loan recovery officer went to the defendant house and has been intimated. The defendant came to the plaintiff bank and had executed an Acknowledgment of Debt and security (Renewal) for loan infavour of the plaintiff bank on 05.10.2021 and 25.10.2024 in KCC (A/C. No.308884000232). The defendant has highly irregular in repaying the loan amount to the plaintiff Bank. The defendant had not repaid the loan amount as agreed by him. Plaintiff issued a Legal notice to him through the Advocate on 26.03.2025. The outstanding amount of Rs.94,169/- as on 24.03.2025. The defendant had not taken any steps to repay the loan amount. Hence, the suit is filed by the plaintiff bank, against the defendant for the recovery of the suit amount with interest. Hence, this suit.

2) In this case, the defendant were set-exparte on 28.08.2025.

3). Exparte Evidence:

(i) On the side of the plaintiff bank, One Mr.Prabhu, Manager of the plaintiff bank was examined as PW1 and proof affidavit filed in lieu of chief examination and marked Ex.A1 to Ex.A7.

4). Points For Determination:

(i) Whether the defendants are liable to pay a sum of Rs.94,169/-

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5. In this instant case on hand, one Mr.Prabhu, Manager of the plaintiff bank was examined as PW1 and deposed the plaint averments. Ex.A1 to Ex.A7 were marked on the side of plaintiff bank. Ex.A1 is the Loan Application submitted by the defendant. Ex.A2 is the Instrument of Hypothecation executed by defendant infavour of the plaintiff bank. Ex.A3 is the Original Loan Sanction Memorandum. Ex.A4 is the letter of Acknowledgment of Debt Dated 05.10.2021 and 25.10.2024. Ex.A5 is the Legal notice issued by the plaintiff advocate. Ex.A6 is the Refused postal cover with acknowledgement card by the defendant. Ex.A7 is the loan account statement of the defendant. On perusal of the Ex.A7, it shows that the defendant has to pay an outstanding due to a sum of Rs.94,168.18/- to the plaintiff bank.

6. The defendant were set-exparte on 28.08.2025 for their non-appearance even after the receipt of summon. The Ex.A1 to Ex.A7 clearly established the case of the plaintiff bank. The defendant who were having knowledge about this pending suit proceedings have failed to contest the same. The evidence adduced by the plaintiff bank was neither rebutted nor disproved on the side of the defendant. This court upon perusal of oral and documentary evidence produced by the plaintiff bank comes to the conclusion that the plaintiff bank has established its case. Hence, this court considered that the plaintiff bank is entitled to the decree for the suit claim in its favour.

In the result this suit is decreed as follows:-

I. The suit is decreed by directing the Defendant to pay a sum of Rs.94.168.18/- to the Plaintiff and the interest thereon at the rate of 10.50% p.a. for the remaining unpaid principal amount from the date of the suit till the date of decree.

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II. The interest of 6% p.a. for the Principal from the date of decree till the date of realization.

III. The cost of the suit is awarded to the Plaintiff.

This Judgment is dictated to the Steno typist, typed by him, corrected and pronounced by me in open court on this 29th day of July 2026.

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Plaintiff side witness:

PW1 –Mr.Prabhu

Plaintiff side documents:

Ex.A1	01.11.2018	Loan Application submitted by the defendant	Original
Ex.A2	01.11.2018	Instrument of Hypothecation executed by defendant infavour of the plaintiff bank	Original
Ex.A3	01.11.2018	Loan Sanction Memorandum	Original
Ex.A4	05.10.2021 & 25.10.2024	Letter of Acknowledgment of Debt	Original
Ex.A5	26.03.2025	Legal notice issued by the plaintiff advocate	Original
Ex.A6	01.04.2025	Refused postal cover with acknowledgement card by the defendant	Original
Ex.A7	24.03.2025	Loan account statement of the defendant	Download copy

Defendants side witness and documents: Nil

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District Munsif,
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மாவட்ட உரிமையியல்
நீதிமன்றம், திருவாடானை.

O.S. No.81 of 2025
சீரான/வரைவு உத்தரவு

நாள்**: 29.07.2026.**