IN THE COURT OF THE SUBORDINATE JUDGE, RANIPET

PRESENT: Tmt J. Barathi

Subordinate Judge,

Ranipet.

Monday, the 22nd day of June 2026

O.S. No: 20 of 2023

CNR NO. TNRP030000332023

M/s. Canara Bank,
Rep. By its Branch Manager namely Divya Bharathi
Arcot – 632503. ...Plaintiff

/Vs./

1. S. Fyrose
2. V. Arul ...Defendants

This suit is coming on 10.06.2026 before me for final hearing in the presence of Thiru. K.Khizar Basha, Learned Counsel for the plaintiff and the defendants remained exparte and upon hearing the arguments of the plaintiff and having stood for consideration till date, this court delivered the following:

JUDGMENT

This suit is filed for recovery of money, directing the defendants to pay the plaintiff bank the suit amount of Rs.2,33,239/- (Rupees Two Lakhs Thirty Three Thousand and Two Hundred and Thirty Nine Rupees Only) with future interest at the rate of 24% per annum till date of realization and for costs.

2. Case of the Plaintiff in brief is as follows:-

The plaintiff bank, a corportate body established under the Banking Companies Act, 1980, with its head office in Bangalore and has a branch in Arcot. On 28.09.2013, the 1st defendant along with 2nd defendant approached the plaintiff bank and requested a loan for Rs. 1,10,000/- towards the business and the same was sanctioned. The defendants jointly exectuted an loan agreement on 28.09.2013, commiting to repay the principal amount along with interest and the same day, the 2nd defendant has executed deed of Guarantee for the above said loan whereby confirmed that if the borrower failed to repay the loan amount along with interest th bank can very well atach the movables hypothecated to the said bank. On 01.04.2016, 20.03.2019 and 20.02.2020 the 1st defendant has executed the acknowledgments of liability for Rs.1,51,646/- due to the plaintiff's bank. The defendants have deliberately violated their contract, and they have no intention of settling their dues, and are raising false and frivolous contentions. Therefore, the plaintiff bank classified the loan account as a Non-Performing Asset(NPA) in accordance with the directives and guidelines issued by the Reserve Bank of India. As of 31.08.2022, the outstanding account is Rs.2,33,239/- (Rupees Two Lakhs Thirty Three Thousand and Two Hundred and Thirty Nine Rupees Only). Consequently, this suit is filed to pass a decree directing the defendants to pay the full outstanding sum of Rs.2,33,239/- with interest at a rate of 24% per annum, calculated from the date the suit until the final payment and costs. Hence prays to decree the suit as prayed for.

3. In this case, the defendants 1 and 2 failed to appear inspite of sufficient service and they were called absent and set exparte and remained exparte.

4. <u>Now the point for consideration is:</u>

Whether the plaintiff bank is entitled to recover the suit amount from the defendants as claimed in the plaint?

5. <u>Evidence let in:</u>

On the side of the plaintiff bank, the Manager namely Tmt.Divya has been examined as PW1 and through PW1, Ex.A1 to Ex.A6 were marked.

6. <u>Answer to the Point:-</u>

The case of the plaintiff that on 28.09.2013, the defendants approached the plaintiff bank and requested a loan for Rs. 1,10,000/- towards business purpose for the 1st defendant and the same was sanctioned. The plaintiff further contends that the defendants exectuted an loan agreement and 2nd defendant executed a deed of Guarantee for the above said loan on the same day, commiting to repay the principal amount along with interest. The plaintiff further contends that on 01.04.2016, 20.03.2019 and 20.02.2020, the 1st defendant has executed the acknowledgments of liability for Rs.1,51,646/-, due to the plaintiff's bank. However, the defendants subsequently failed to pay the scheduled loan installments and interest despite receiving multiple reminders from the bank. Then, the plaintiff bank classified the loan account as a Non-Performing Asset(NPA) in accordance with the directives and guidelines issued by the Reserve Bank of India. The plaintiff further contends that as of 31.08.2022, the outstanding account is Rs.2,33,239/- (Rupees Two Lakhs Thirty Three Thousand and Two Hundred and Thirty Nine Rupees Only), as verified by the bank's official statement of account. The defendants have deliberately violated their contract, and they have no intention of settling their dues, and are raising false and frivolous contentions. Hence this suit is filed and prays to decree the suit.

7. In order to prove their case, the plaintiff bank examined bank Manager Tmt.Divya as PW1 and the evidence adduced by PW1 reveals that PW1 has reiterated the averments set out in the plaint. Further on perusal of documents marked as Ex.A1 to Ex.A6 through PW1 it is clear that Ex.A1 is the Original Education Loan Application dated 28.09.2013. Ex.P2 is the Original Loan Agreement 28.09.2013. Ex.A3 is the Original Guarantee Deed, dated 28.09.2013. Ex.P4 is the Original Acknowledgement of Debt and Securities dated 01.04.2016, 20.03.2019 and 20.02.2020. Ex.P5 is the True Copy of

Statement of Accounts dated 31.08.2022 and Ex.P6 is the Xerox copy of Order of Bank Amalgamation dated 04.03.2020.

8. As the defendants remained exparte, there is no contra pleadings to the contentions of the plaintiff's bank herein and this court comes to conclusion that the plaintiff's case stands proved and is inclined to decree the suit as follows;

In the result, this suit is decreed with costs, directing that the defendants 1 and 2 are jointly and severally liable to pay the plaintiff a sum of Rs.2,33,239/- (Rupees Two Lakhs Thirty Three Thousand and Two Hundred and Thirty Nine Rupees Only) with subsequent interest at the rate of 9% per annum on Rs.1,10,000/- from the date of plaint till the date of judgment and thereafter, with interest at the rate of 6% per annum on Rs.1,10,000/- till the date of realization.

Dictated by me, to the Steno Typist, transcribed and computerized by her, corrected by me and pronounced in the open court, on this 22nd day of June 2026.

BARATHI J

Subordinate Judge, Ranipet
Digitally signed by BARATHI J

Subordinate Judge,
Ranipet.

Plaintiff side Witness:-

PW1 : Tmt.Divya

Plaintiff side Exhibits:-

Ex.A1 : Original Education Loan Application dated 28.09.2013

Ex.A2 : Original Loan Agreement dated 28.09.2013

Ex.A3 : Original Deed of Guarantee dated 28.09.2013

Ex.A4 : Acknowledgement of Debt and Securities (3 Nos.) dated 01.04.2016, 20.03.2019 and 20.02.2020

Ex.A5 : True Copy of Statement of Accounts dated 31.08.2022

Ex.A6 : Xerox copy Order of Bank Amalgamation dated 04.03.2020

Defendants side Witnesses and Exhibits: - Nil

BARATHI J

Subordinate Judge, Ranipet

Digitally signed by BARATHI J

Subordinate Judge,
Ranipet.