**IN THE COURT OF THE SUBORDINATE JUDGE, RANIPET**

**PRESENT: Tmt J. Barathi**

**Subordinate Judge,**

**Ranipet.**

**Thursday, the 2nd day of July 2026**

**O.S. No: 319 of 2022**

**CNR NO. TNRP030010292022**

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

/V.s/

1. Muniyammal
2. Geetha ...Defendants

This suit is coming on 15.06.2026 before me for final hearing in the presence of Thiru. K.Khizar Basha, Tmt. K. Sujatha Learned Counsels for the plaintiff and the defendant 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. 1,86,639/- (Rupees One Lakh Eighty Six Thousand Six Hundred and Thirty Nine 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 body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 and having their head office at Bangalore, Karnataka State and having its Branch Office at Arcot. The 1st defendant along with the 2nd defendant have approached the Plaintiff Bank with a request to avail a Loan of Rs. 1,10,000/- towards the Business expenses of the 1st defendant herein under the loan along with the 2nd defendant. After submission of the loan application dated 22/08/2013 by the defendants, the Plaintiff bank after verification has sanctioned the Loan of Rs. 1,10,000/- to the defendants towards the Loan. The defendants have jointly executed an Agreement dated 05.09.2013 in favor of the Bank for the above said loan amount thereby agreed to repay the loan amount along with interests. Thereafter the 1st defendant has executed Deed of Guarantee dated 05.09.2013 for the above said Loan whereby confirmed that if the borrower fails to discharge the Loan Amount along with interest the Bank can very well attach the Movables hypothecated to the said Bank. Later on 03/09/2016, 30.08.2019 and on 04/03/2020 the 1st defendant have executed the Acknowledgement of Liability thereby acknowledged the Liability of Sum of Rs. 1,33,356.39/- due to the Plaintiff's Bank. The Plaintiff respectfully submits that as on 31/08/2022 there is a sum of Rs. 1,86,639.00(One Lakhs Eighty Six Thousand six Hundred Thirty Nine Rupees Only) is outstanding from the defendants as per the Statement of Account of the Plaintiff's Bank. The defendants have failed to pay the loan installments and interest, Inspite of several reminders issued by the Plaintiff Bank. Hence the Plaintiff's Bank classified this Loan Account Number as Non-Performing Assets from 31/08/2022 in accordance with the Reserve Bank of India directives and Guidelines. The defendant is liable to pay a total outstanding amount of Rs. 1,86,639.00(One Lakhs Eighty Six Thousand six Hundred Thirty Nine Rupees Only) as on 31/08/2022 and the same is intimated to the defendants. Even then the defendants failed and neglected to pay the amount payable to the Plaintiff Bank and are giving false and frivolous contentions. The defendants does not have any intention to settle the Outstanding Dues to the Plaintiff's Bank. The defendants as knowingly well about the outstanding dues has deliberately violated the Contract with the Plaintiff's Bank. The Plaintiff respectfully submits that in the premises aforesaid, a sum of Rs. 1,86,639.00 (One Lakhs Eighty Six Thousand six Hundred Thirty Nine Rupees Only) is due and payable by the defendants to the plaintiff inclusive of interest upto date of filing of the suit as per the particulars of Claim hereto annexed. Hence this suit is filed for recovery of the Suit Amount along with interest upto date of filing of the suit as per the particulars of claim hereto annexed. Additionally, the bank seeks future interest on the principal amount at a rate of 24% per annum, calculated from the date of the suit until the final payment is made, along with the recovery of all associated legal 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 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 Branch Manager namely Tmt. Divya Bharathi, 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 the 1st defendant along with the 2nd defendant have approached the Plaintiff Bank with a request to avail a Loan of Rs. 1,10,000/- towards the Business expenses of the 1st defendant herein under the loan along with the 2nd defendant. The plaintiff further contends that after submission of the loan application dated 22/08/2013 by the defendants, the Plaintiff bank after verification has sanctioned the Loan of Rs. 1,10,000/- to the defendants towards the Loan. The plaintiff further contends that The defendants have jointly executed an Agreement dated 05/09/2013 in favor of the Bank for the above said loan amount thereby agreed to repay the loan amount along with interests. The plaintiff further contends that thereafter the 1st defendant has executed Deed of Guarantee dated 05/09/2013 for the above said Loan whereby confirmed that if the borrower fails to discharge the Loan Amount along with interest the Bank can very well attach the Movables hypothecated to the said Bank. Later on 03/09/2016, 30/08/2019 and on 04/03/2020 the 1st defendant have executed the Acknowledgement of Liability thereby acknowledged the Liability of Sum of Rs. 1,33,356.39/- due to the Plaintiff's Bank. The Plaintiff respectfully submits that as on 31/08/2022 there is a sum of Rs. 1,86,639.00(One Lakhs Eighty Six Thousand six Hundred Thirty Nine Rupees Only) is outstanding from the defendants as per the Statement of Account of the Plaintiff's Bank. The plaintiff further contends that the defendants have failed to pay the loan installments and interest, Inspite of several reminders issued by the Plaintiff Bank. Hence the Plaintiff's Bank classified this Loan Account Number as Non-Performing Assets from 31/08/2022 in accordance with the Reserve Bank of India directives and Guidelines. The plaintiff further contends that the defendants 1 and 2 are liable to pay a total outstanding amount of Rs. 1,86,639.00(One Lakhs Eighty Six Thousand six Hundred Thirty Nine Rupees Only) as on 31/08/2022 and the same is intimated to the defendants. The plaintiff further contends that even then the defendants failed and neglected to pay the amount payable to the Plaintiff Bank and are giving false and frivolous contentions. The defendants does not have any intention to settle the Outstanding Dues to the Plaintiff's Bank. The defendants as knowingly well about the outstanding dues has deliberately violated the Contract with the Plaintiff's Bank. The plaintiff further contends that the Plaintiff respectfully submits that in the premises aforesaid, a sum of Rs. 1,86,639.00 (One Lakhs Eighty Six Thousand six Hundred Thirty Nine Rupees Only) is due and payable by the defendants to the plaintiff inclusive of interest upto date of filing of the suit as per the particulars of Claim hereto annexed. Hence this suit is filed for recovery of the Suit Amount along with interest upto date of filing of the suit as per the particulars of claim hereto annexed. Additionally, the bank seeks future interest on the principal amount at a rate of 24% per annum, calculated from the date of the suit until the final payment is made, along with the recovery of all associated legal costs. Hence prays to decree the suit as prayed for.

**7.** In order to prove their case, the plaintiff bank examined its Branch Manager 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 Loan Application dated 22.08.2013. Ex.A2 is the Original Agreement for Agricultural Advances dated 05.09.2013. Ex.A3 is the Original Deed of Guarantee dated 05.09.2013. Ex.A4 is the Acknowledgements of Liability on various dates 03.09.2016, 30.08.2019 and 04.03.2020. Ex.A5 is the True Copy of Statement of Accounts dated 31.08.2022. Ex.A6 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.1,86,639/- (Rupees One Lakh Eighty Six Thousand Six Hundred and Thirty Nine 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 the 2nd day of July 2026.

BARATHI J Subordinate Judge, Ranipet Digitally signed by BARATHI J

Subordinate Judge,
Ranipet.

**Plaintiff side Witness:-**

PW1 : Tmt. Divya Bharathi

**Plaintiff side Exhibits:-**

Ex.A1 : Original Loan Application dated 22.08.2013.

Ex.A2 : Original Agreement for Agricultural Advances dated 05.09.2013

Ex.A3 : Original Deed of Guarantee dated 05.09.2013

Ex.A4 : Acknowledgements of Liability on various dates 03.09.2016, 30.08.2019 and 04.03.2020

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

Ex.A6 : Xerox copy of 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.