IN THE COURT OF THE SUBORDINATE JUDGE, ATTUR
SALEM DISTRICT.

PRESENT: **Thiru S.Ganesan, B.Sc., M.A., B.L.,**
Subordinate Judge, Attur.
Tuesday, dated this 07th day of April 2026

O.S.No.85/2025
(CNR.No.TNSA 12000-222-2025)

Canara Bank, Siruvachur Branch,
Rep. by its Branch Manager ... Plaintiff

/Versus/

1. R.Vignesh
2. R.Neelavathi
3. P.Ashokkumar ... Defendants

This suit came before me on 07.04.2026 in the presence of Thiru.Loga.Murugan, Learned Advocate for the Plaintiff and summon served to the Defendants and called absent and they were set ex-parte, and upon perusing the records and Argument of Plaintiff and having stood over for consideration this court delivered the following:

J U D G M E N T

1. This suit is filed by the Plaintiff Bank for the recovery of amount under the veil of agreement for education loan of Rs.5,61,927/- and for costs.

2. **The Averments of the Plaint:-** The 1st defendant is minor at the time of borrowing the loan. The 2nd Defendant is her mother and the 3rd Defendant is the Guarantor for Defendant No.1 and 2. The Defendants applied for an Educational loan at the Plaintiff's Bank on 11.11.2013 for the first defendant’s studies B.E(IT)

(INFORMATION TECHNOLOGY) at HINDUSTAN COLLEGE OF TECHNOLOGY at COIMBATORE and the plaintiff bank on 11.11.2013 sanctioned the Educational loan of Rs.2,82,880/- [Rupees Two lakhs Eighty Two Thousand and Eight Hundred and Eighty only] to the first defendant Account No 62987650002384 on certain conditions. The first and second defendants agreed to abide the terms and conditions of the suit loan and on 11.11.2013 executed an Agreement for Educational loan in favour of Plaintiff Bank and agreeing to repay the Educational loan amount with interest at the rate of 12.50% per annum in 60 equal monthly installments after the completion of the course or six months after getting Employment whichever is earlier. Hence, the defendants are jointly and severally liable to repay the debt.

3. The defendants have committed default and are highly irregular in the repayment several demands made by the plaintiff bank for the purpose of collection ended futile. On 27.02.2020, 10.11.2022 the defendants executed the acknowledgment of Debt and acknowledged their loan. As per the regular accounts maintained by the plaintiff bank the defendants jointly and severally owe Rs.5,61,927.42(Rupees Five Lakhs and Sixty One Thousand and Nine Hundred and Twenty Seventy and Forty Two Paisa only) as on 02.04.2024. The Plaintiff Bank rounded the amount as Rs.5,61,927.00. Hence the suit.

4. Though the summon served to Defendants and they were called absent and set *ex-parte* on 13.08.2025.

5. Point for Consideration:-

Whether the Plaintiff Bank is entitled to the relief sought for ?

6. <u>Answer:-</u>

7. On the side of the Plaintiff, Bank Manager has examined himself as PW.1. and Ex.A1 to Ex.A8 were marked through PW.1.

8. In order to evince and substantiate the case of the Plaintiff, PW1 had deposed in his Proof Affidavit as stated in the Plaint. Ex.A1 is the Loan application form executed by the defendant no.1 & 2 in favour of Plaintiff Bank, Ex.A2 is the

Agreement for Educational loan executed between the plaintiff and defendants, Ex.A3 is the Guarantee Agreement executed by the 3rd defendant in favour of the plaintiff, Ex.A4 is the Acknowledgment of Debt, Ex.A5 is the Acknowledgment of Debt, Ex.A6 is the Syndicate and Canara Bank Merger GO, Ex.A7 is the Statement of accounts submitted by Plaintiff, Ex.A8 is the Power of Attorney in favour of Branch Manager were marked through PW1.

9. On perusal of records, under the Ex.A1 the 1st Defendant has applied loan application to the Plaintiff Bank on 11.11.2013.

10. Subsequently, the Plaintiff Bank made several demands to pay the loan amount. But, the Defendants have not paid the loan amount to the Plaintiff Bank regularly. But, the Defendants not acted accordingly and willfully defaulted the repayments. Under the Ex.A7 Statement of Accounts the Defendants owe for a sum of Rs. 5,61,927.00 to the plaintiff bank.

11.The Plaintiff's Bank has proved its case ***under Section 101 of the Evidence Act*** and discharged the initial burden lies on it. Added to it, the presumption ***under Section 118 of Negotiable Instrument Act*** also would strengthen the case of the Plaintiff's Bank. On the other hand, the Defendants have deliberately failed to appear for contesting the suit. Therefore, this court wants to invoke and draw an adverse inference as against the Defendants ***Section 114 (g) of Evidence Act.*** Looking at any angle, the suit is needfully required to be decreed as prayed for. The statement of accounts reveals the defendants have defaulted in repaying the loan amount and stand to the tune of Rs.5,61,927. For which, the defendants have not denied the execution of acknowledgment of the debt, has not chosen to come to court or get into the box for adducing any oral evidence. The defendants not even come to the court in person or through counsel to raise any objection or plea any discharge. The defendants liability is joint and several one.

12.The Defendants have agreed to pay interest to the principal amount at the rate of **9.90%** per cent. When the Suit is filed in Court of Law for recovery of money, the interest to be awarded during the pendency of the suit will be governed by Section 34 of CPC and Interest Act. Being the Educational loan, hence, the rate of interest for the period from date of loan till the filing of the plaint and till the date of passing of decree will be 9% per annum for the period of litigation and at the rate of 6% per annum for the principle amount from the date of decree till the date of realization of the principle amount.

13. ***In the result, this suit is hereby decreed with cost. That the Defendants are hereby jointly and severally liable to pay to the Plaintiff a sum of Rs.5,61,927/- with subsequent interest at the rate of 9 percent per annum from the date of suit till the date of decree and thereafter at the rate of 6 percent per annum on the principal sum till the date of realization. Time for payment 2 months.***

Dictated by me to the Typist, computerized by his directly to my dictation, corrected and pronounced by me in the open Court, this the 07th April 2026.

GANESAN S

Digitally signed by GANESAN S
Date: 2026.04.07 17:17:46 +0530

Subordinate Judge,
Attur.

<u>Witness on the side of Plaintiff:-</u>

PW.1- Thiru.Saravanakumar, Branch Manager, Canara Bank, Siruvachur.

<u>Exhibits marked on the side of Plaintiff:-</u>

Ex.A1	11.11.2013	Loan application form executed by the defendants no.1 & 2 in favour of Plaintiff Bank – Original
Ex.A2	11.11.2013	Agreement for Educational loan executed between the plaintiff and defendants– Original
Ex.A3	11.11.2013	Guarantee Agreement executed by the 3rd defendant – Original
Ex.A4	27.02.2020	Acknowledgment of Debt by the defendants – Original
Ex.A5	10.11.2022	Acknowledgment of Debt by the defendants – Original

Ex.A6	--	Syndicate and Canara Bank Merger GO – Attested copy
Ex.A7	02.04.2024	Statement of accounts submitted by Plaintiff – Attested copy
Ex.A8	--	Power of Attorney in favour of Branch Manager – Attested Copy

Witness and Exhibits on the side of Defendants:- NIL

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Date: 2026.04.07 17:17:54 +0530

Subordinate Judge,
Attur.

Draft/Fair judgment
O.S.No.85/2025
Dated : 07.04.2026.
Sub-Court, Attur.