

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

PRESENT: **Thiru S.Ganesan, B.Sc., M.A., B.L.,**
Subordinate Judge, Attur.

Wednesday, dated this 01st day of April 2026

O.S.No.183/2025

(CNR.No.TNSA 12000-373-2025)

Canara Bank, Attur Branch,

Rep. by its Branch Manager

...

Plaintiff

/Versus/

A.Nallammal

...

Defendant

This suit came before me on 01.04.2026 in the presence of Thiru.T.Venkatesan, Learned Advocate for the Plaintiff and summon served to the Defendant called absent and 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 agricultural loan of Rs.3,93,275/- and for costs.

2. The Averments of the Plaint:-

3. On 30.04.2011, the Defendant applied for an agricultural loan at the Plaintiff Bank, and on 28.04.2011, the Plaintiff Bank sanctioned a loan of Rs. 1,00,000/- (Rupees One Lakh only) under the "Kisan Credit Card Scheme" for crop cultivation. The loan amount was credited on 28.04.2011 to

the Defendant's Account No. 3027895001086, subject to certain terms and conditions. The Defendant agreed to abide by the said terms and conditions and, on 30.04.2011, executed an Agreement of Hypothecation for agricultural loans in favour of the Plaintiff Bank, agreeing to repay the loan amount with interest at the rate of 10.50% per annum (the rate of interest being subject to change as decided by the Bank from time to time) in 36 equal monthly instalments.

4. The Defendant committed default and has been highly irregular in repayment. Several demands made by the Plaintiff Bank for recovery proved futile. On 05.04.2014, 31.03.2017, 08.11.2019, and lastly on 06.11.2022, the Defendant executed Acknowledgments of Debt in favour of the Plaintiff Bank, thereby acknowledging the liability. Despite the same, the Defendant failed to regularise the loan account.

5. As per the statement of accounts maintained by the Plaintiff Bank, the Defendant is liable to pay a sum of Rs. 3,93,275.00 (Rupees Three Lakhs Ninety-Three Thousand Two Hundred Seventy-Five only) as on 24.03.2025. The Plaintiff has rounded off the amount to Rs. 3,93,275/-. Hence, the suit. Though the summon served to the Defendant called absent and set *ex-parte* on 17.09.2025.

6. Point for Consideration:-

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

7. **Answer:-**

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

9. 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 Power

of Attorney, Ex.A2 is the Authorization letter given in the name of plaintiff by the Zonal Head, Ex.A3 is the Loan application form executed by the defendant in favour of Plaintiff Bank, Ex.A4 is the Hypothecation Agreement executed by the defendant in favour of the plaintiff Bank, Ex.A5 is the Acknowledgment of Debt by the defendant, Ex.A6 is the Acknowledgment of Debt by the defendant, Ex.A7 is the Acknowledgment of Debt by the defendant, Ex.A8 is the Acknowledgment of Debt by the defendant, Ex.A9 is the Statement of accounts submitted by Plaintiff were marked through PW1.

10. On perusal of records, under the Ex.A3 the Defendant has applied loan application to the Plaintiff Bank on 30.04.2011. Under the Ex.A4, the Agreement cum deed of Hypothecation defendant in favour of Plaintiff Bank.

11. Subsequently, the Plaintiff Bank made several demands to pay the loan amount. But, the Defendant has not paid the loan amount to the Plaintiff Bank regularly. But, the Defendant not acted accordingly and willfully defaulted the repayments. Under the Ex.A9 Statement of Accounts the Defendant owe for a sum of Rs. 3,93,275.00 to the plaintiff bank.

12. 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 Defendant has deliberately failed to appear for contesting the suit. Therefore, this court wants to invoke and draw an adverse inference as against the Defendant *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 defendant has defaulted in repaying the loan amount and stand to the tune of

Rs.3,93,275. For which, the defendant has 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 defendant not even come to the court in person or through counsel to raise any objection or plea any discharge.

13. The Defendant has 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 Agricultural loan, the interest would be 6% will be just one in the circumstances of the case. Hence, the rate of interest for the period from date of loan till the filing of the plaint to till the date of realization of the principle amount will be 6 % per annum for the principal amount from the date of decree.

14. *In the result, this suit is hereby decreed with cost. That the Defendant is hereby liable to pay to the Plaintiff a sum of Rs.3,93,275/- 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 Steno-Typist, computerized by her directly to my dictation, corrected and pronounced by me in the open Court, this the 01st day of April 2026.

Subordinate Judge,
Attur.

Witness on the side of Plaintiff:-

PW.1- Thiru.Karthikeyan, Branch Manager, Canara Bank,Attur.

Exhibits marked on the side of Plaintiff:-

- Ex.A1 06.10.2020 Power of Attorney – True Copy
- Ex.A2 14.10.2024 Authorization letter given in the name of plaintiff by the Zonal Head – True Copy
- Ex.A3 30.04.2011 Loan application form executed by the defendant in favour of Plaintiff Bank – Original
- Ex.A4 30.04.2011 Hypothecation Agreement executed by the defendant in favour of the plaintiff Bank – Original
- Ex.A5 05.04.2014 Acknowledgment of Debt executed by the defendant – Original
- Ex.A6 31.03.2017 Acknowledgment of Debt executed by the defendant – Original
- Ex.A7 08.11.2019 Acknowledgment of Debt executed by the defendant – Original
- Ex.A8 06.11.2022 Acknowledgment of Debt executed by the defendant – Original
- Ex.A9 24.03.2025 Statement of accounts submitted by Plaintiff – True Copy

Witness and Exhibits on the side of Defendant:- NIL

Subordinate Judge,
Attur.

Draft/Fair judgment
O.S.No.183/2025
Dated : 01.04.2026
Sub-Court, Attur.