

**IN THE COURT OF PRINCIPAL DISTRICT MUNSIF, ATTUR**

**PRESENT : Tmt. D. JANSIRANI, MBA., LL.M.,  
ADDITIONAL DISTRICT MUNSIF, ATTUR.  
PRINCIPAL DISTRICT MUNSIF (F.A.C),**

Tuesday, 10<sup>th</sup> day of March 2026

**O.S. No.349/2022**

**(CNR.No.TNSA130003842022)**

State Bank of India

Represented by its Branch Manager,

Veeraganur.

... Plaintiff

-Vs-

P.Sampooranam

... Defendant

This suit is came up on 04.03.2026 for final hearing before me in the presence of Thiru. N.Muthusamy, Advocate for the Plaintiff and defendant were remained set exparte, upon hearing the arguments of the plaintiff and having stood for consideration till date, this court delivered the following:

**JUDGMENT**

The suit has been filed by the plaintiff for recovering a sum of Rs.78,680.40/- and against the defendant with subsequent interest at the rate of 12% per annum from the date of the suit till the date of realization of the amount with all cost of the suit.

2. **Brief averments made in the Pleint :**

The defendant has applied an agricultural Kissan Credit Cash Crop loan of Rs.50,000/- before the plaintiff Bank on 02.02.2018. The plaintiff Bank sanctioned the loan Rs.50,000/- to the defendant on 13.02.2018. The defendant availed the loan amount of Rs.50,000/- from the plaintiff Bank in account No.37538822358. The defendant executed hypothecation agreement deed on 13.02.2018 and agreed to repay debt along with interest at the rate of 10.60% per annum and also defendant executed Arrangement letter in favour of the Bank on 13.02.2018. The defendant also produced the computer patta, adangal before the plaintiff bank.

The defendant has not settled the loan amount due to the plaintiff Bank with stipulated period. The defendant was highly irregular in the operation of the said loan amount and it stands in operative. In spite of repeated demands made by the plaintiff Bank for repayment of the said loan the defendant has not discharged his liabilities within stipulated period.

The defendant has executed a revival letter on 08.02.2021 so there is no question of limitation. So the plaintiff filed the suit in time. As per the true and correct account kept by the plaintiff Bank in their regular and ordinary course of business a sum of Rs.78,680.40/- towards the loan in account No.37538822358 as on 31.05.2022. An extract of the said account maintained by the plaintiff Bank is produced herewith. The defendant is not claimed any of Tamilnadu debt relief Act as the plaintiff Bank is scheduled commercial Bank and Government by the provisions of Banking companies regulation Act is exempted from Review of the debt law. Hence, the present suit.

3. The defendant has not appeared before the court and called absent and set exparte.

**4. Now the point for consideration is:**

Whether the Plaintiff is entitled to the reliefs as prayed for in the plaint?

**5. Evidence let in:**

On the plaintiff's side, PW1 has been examined and Ex.A1 to Ex.A7 have been marked.

On the defendant side, no oral and documentary evidence adduced.

**6. Answer to the Point:**

It is the case of The defendant has applied an agricultural Kissan Credit Cash Crop loan of Rs.50,000/- before the plaintiff Bank on 02.02.2018. The plaintiff Bank sanctioned the loan Rs.50,000/- to the defendant on 13.02.2018. The defendant availed the loan amount of Rs.50,000/- from the plaintiff Bank in account No.37538822358. The defendant executed hypothecation agreement deed on 13.02.2018 and agreed to repay debt along with interest at the rate of 10.60% per annum and also defendant executed Arrangement letter in favour of the Bank on 13.02.2018. The defendant also produced the computer patta, adangal before the plaintiff bank. The defendant has not settled the loan amount due to the plaintiff Bank with stipulated period. The defendant was highly irregular in the operation of the said loan amount and it stands in operative. In spite of repeated demands made by the plaintiff Bank for repayment of the said loan the defendant has not discharged his liabilities within stipulated period. The defendant has executed a revival letter on 08.02.2021 so there is no question of limitation. So the plaintiff filed the suit in time. As per the true and correct account kept by the plaintiff Bank in their regular and ordinary course of business a sum of Rs.78,680.40/- towards the loan in account No.37538822358 as on 31.05.2022. An extract of the said account maintained by the plaintiff

Bank is produced herewith. The defendant is not claimed any of Tamilnadu debt relief Act as the plaintiff Bank is scheduled commercial Bank and Government by the provisions of Banking companies regulation Act is exempted from Review of the debt law. Hence, the present suit.

In order to discharge the burden of proof, the plaintiff namely Vigneshwaran, Assistant Manager has been examined himself as PW1 and the Ex.A1 to Ex.A7 have been marked. A scrutiny of evidence adduced by the plaintiff it could be seen that the he had reiterated the fact of the case before this court what he had averred in his Plaint.

Ex.A1 is the Loan Application dated 02.02.2018 and a perusal of Ex.A.1 it seems that the defendant has applied for the loan from the plaintiff. Ex.A.2 is the Sanction Letter, Ex.A.3 is the Hypothecation agreement, Ex.A.4 is the Arrangement letter, Ex.A.5 is the Revival letter, Ex.A.6 Statement of Account, Ex.A.7 is the Patta.

It is revealed from the Exhibit A1 to A7 that the defendant has obtained a sum of Rs.50,000/- as an agricultural Kissan Credit Cash Crop loan on 13.02.2018 from the plaintiff's bank and he has agreed to repay the loan amount with and interest at the rate of 10.60% p.a. But, he has not paid the loan amount as agreed by him. In this case, the defendant remained Ex-party and he has not appeared before this court and has not chosen to file any written statement to refute the allegations made in the plaint. There is no contra evidence on behalf of the defendant to reject the claim of the plaintiff. Hence, the plaintiff has proved case by adducing necessary oral documentary evidence. Hence, plaintiff is entitled to relief as sought for. Accordingly, point is answered.

**7. Result:**

In the result, decree is passed as the plaintiff is entitled to recover the suit claim amount of Rs.78,680.40/-(Rupees Seventy Eight Thousands Six Hundred and Eighty and paise forty only) with further interest at the rate of 6% p.a. from the date of filing of the suit till the date of its realization for the principal amount of Rs.50,000/- (Rupees Fifty Thousand only) with costs from the defendant.

Dictated to the Steno-typist directly, typed by him, corrected and pronounced by me in the open court on this the 10<sup>th</sup> day of March 2026.

**Principal District Munsif(F.A.C),  
Attur.**

**List of Witness on the side of plaintiff:**

PW1 - Thiru. Vigneshwaran, Assistant Manager, State Bank of India.

**List of Exhibits on the side of the plaintiff:**

Ex.A1	02.02.2018	Loan Application	Original
Ex.A2	13.02.2018	Sanction Letter	Original
Ex.A3	13.02.2018	Hypothecation agreement	Original
Ex.A4	13.02.2018	Arrangement letter	Original
Ex.A5	08.02.2021	Revival letter	Original
Ex.A6	31.05.2022	Statement of Account	Certified copy

Ex.A7	18.01.2018	Patta	Registered copy
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**Defendant side Witnesses and Exhibits: Nil**

**Principal District Munsif(F.A.C),  
Attur.**

P.D.M. Court, Attur.(FAC)  
DRAFT / FAIR JUDGMENT  
O.S. No. 349/2022  
Dated : 10.03.2026