



IN THE COURT OF THE SUBORDINATE JUDGE, METTUR
Present: Thiru.R.Saravana Babu, B.A., L.L.B.,
Sub-Judge, Mettur
Thursday, the 03rd day of September 2026
O.S.No.183/2025
CNR.No: TNSA16-000214-2025

Canara Bank
Branch at Mettur,
Rep. By its Branch Manager

... Plaintiff

//Vs//

M. Thangavelu

... Defendant

This suit is coming on 24.08.2026 before this Court for final hearing in the presence of Thiru. M. Periyasamy, learned counsel for the plaintiff and presence of Tr.G.Ramachandran learned counsel for the defendant and the defendant having remained exparte and upon hearing the plaintiff side arguments and on perusing the documents as well as the oral testimony and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

This suit is filed for recovery of money and seeking to directing that the defendant to pay to the plaintiff the suit claim of Rs.1,31,534/- with interest at the rate of 10.30% with monthly rests from the date of filing the suit till the realization of the suit. Granting the cost of the suit to the plaintiff.

2) The Brief facts of the plaint is as follows:-

1) The plaintiff submits that the defendant have applied for Agricultural Loan and the plaintiff bank sanctioned a sum of Rs.1,00,000/- with interest at the rate of 9.80%. The



defendant had availed the loan and it has been credited to the defendant in the following manner of Rs.1,00,000/-, on 26.03.2018. The defendant have failed to repay the amount and defaulted. Inspite of repeated demands made by the plaintiff bank the defendant failed to repay the loan amount. Hence the plaintiff bank has been constrained to file the suit.

2) Now as per the accounts of the plaintiff bank, there is a sum of Rs.1,31,534/- due from the defendant as on 01.05.2024. The defendant is liable to pay the above said amount together with subsequent interest from the date of suit till date of payment at 10.30% p.a.

3. The suit was taken on file and summon was sent to defendant. The defendant was called absent and set exparte on 02.06.2026.

4. The point for consideration is:

- (i) Whether the plaintiff is entitled to recover the suit amount ?
- (ii) To what other relief the plaintiff is entitled to ?

5. To substantiate the case the Plaintiff Bank Manager has been examined as PW1 and has produced the documents under Ex.A1 to Ex.A7. Since the defendant remained exparte. This Court has carefully considered the arguments of learned counsel for Plaintiff and has keenly perused the evidence adduced by Plaintiff.

6. Findings:

- (i) Whether the plaintiff is entitled to recover the suit amount ?

Pw1 has deposed the similar averments stated in the plaint. Exhibit A1 is the Application Form Cum Appraisal Report for Credit Facilities for Agricultural Loan upto Rs.2 Lakhs given by the defendant. Ex.A2 is the Sanction Memorandum. Ex.A3 is the Agreement of Hypothecation for Agricultural Loans executed by the defendant. Ex.A4 & Ex.A5 are the Acknowledgement of debt & Security executed by the defendant. Ex.A6 is the Statement of the account. Ex.A7 is the Power of Attorney.



7. The defendant has remained *exparte* and the veracity of testimony of Pw1 was not tested by way of cross examination and the documents relied by plaintiff were not disputed by defendant. If the defendant was really agrieved on the suit, he would have appeared before the court and have contested the case and put forth defence. In this circumstance, the plaintiff has proved the case by way of oral and documentary evidence, as such the plaintiff is entitled to recover the suit amount. The point is answered accordingly.

8. (ii) To what other relief the plaintiff is entitled to ?

Since the relief sought by the plaintiff is granted, the plaintiff is not entitled to any other relief. The point is answered accordingly.

9. In the result, in favour of Plaintiff bank, directing the defendant to pay the suit amount of Rs.1,31,534/- together with interest thereon at the rate of 9% per annum from the date of suit till date of decree along with interest at 6% per annum from the date of decree till the date of realization on the suit amount. The defendant is directed to pay the cost to plaintiff. The defendant shall bear his own cost.

Dictated to the typist directly and computerized by him, corrected and pronounced by me in the open court, this the 03rd day of September 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W.1 : Gokulraj

Plaintiff Side Exhibits:

Ex.A1	26.03.2018	Application Form Cum Appraisal Report for Credit Facilities for Agricultural Loan upto Rs.2 Lakhs given by the defendant.	Original
Ex.A2	26.03.2018	Sanction Memorandum	Original



Ex.A3	26.03.2018	Agreement of Hypothecation for Agricultural Loans executed by the defendant.	Original
Ex.A4	25.03.2021	Acknowledgement of debt & Security executed by the defendant	Original
Ex.A5	20.03.2024	Acknowledgement of debt & Security executed by the defendant	Original
Ex.A6	28.05.2024	Statement of the Account	True Copy
Ex.A7	-	Power of Attorney	Office Copy

Defendants side Witness and Exhibits: Nil

**Subordinate Judge,
Mettur.**