

IN THE COURT OF THE SUBORDINATE JUDGE, METTUR
Present: Thiru.R.Saravana Babu, B.A., L.L.B.,
Sub-Judge, Mettur
Wednesday, the 08th day of April 2026
O.S.No. 215/2024
CNR.No: TNSA16-000503-2024

State Bank of India,
Nangavalli Branch,
Rep by its Branch Manager.

... Plaintiff

//Vs//

K. Kandasamy

... Defendant

This suit is coming on 10.03.2026 before this Court for final hearing in the presence of Thiru. M.Vijayakumar, learned counsel for the plaintiff and the defendant having remained ex parte 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 seeking to directing the defendants to pay the suit amount of Rs.1,12,034/- together with interest thereon at the rate of 11.30 % per annum from the date of suit till date of realization within such time that may be fixed by this Hon'ble Court and awarding the costs of the suit.

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

1) The plaintiff submits that the defendant has applied for Crop loan named KCC Scheme and the plaintiff bank sanctioned a sum of Rs.50,000/-. The defendant had availed the loan and it has been credited to the defendant of Rs. 50,000.00 on 05.11.2015. The defendant has failed to repay the amount and defaulted. In spite 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.1,12,034/- due from the defendant as on 16.04.2024. The defendant is liable to pay the above said amount together with subsequent interest from the date of suit till date of payment at 11.30% p.a.

3. The suit was taken on file and summon was sent to defendant. The defendant was called absent and set exparte on 30.10.2024.

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.A6. 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. Ex. A1 is the Loan application submitted by the defendant to the Plaintiff Bank. Ex.A2 is the Loan arrangement cum hypothecation letter executed by the plaintiff. Ex.A3 is the Agreement for term loan executed by the defendant. Ex.A4 & Ex. A5 are the Revival Letter executed by the defendant in favour of the plaintiff. Ex.A6 is the statement of the accounts.

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.1,12,034/-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 08th day of April 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W.1 : Premkumar

Plaintiff Side Exhibits:

Ex.A1	04.11.2015	Loan application submitted by the defendant to the Plaintiff Bank.	Original
Ex.A2	05.11.2015	Loan arrangement cum hypothecation letter executed by the Plaintiff.	Original
Ex.A3	05.11.2015	Agreement for crop loan executed by the defendant.	Original
Ex.A4	14.09.2018	Revival Letter executed by the defendant in favour of the plaintiff.	Original
Ex.A5	09.08.2021	Revival Letter executed by the defendant in favour of the plaintiff.	Original
Ex.A6	16.04.2024	Statement of the accounts.	Online copy

Defendants side Witness:Nil

Defendants side Exhibits:Nil

**Subordinate Judge,
Mettur.**