IN THE COURT OF THE SUBORDINATE JUDGE, METTUR
Present:Thiru.R.Saravana Babu,B.A., L.L.B.,
Sub-Judge, Mettur
Saturday, the 06th day of June 2026
COS.No. 8/2023
CNR.No: TNSA16-000523-2023

State Bank of India,
Mettur Branch Dam Branch,
Rep by its Chief Manager. ... Plaintiff

//Vs//

Nirmala Murugesan
Proprietor, Preethi Constructions … Defendant

This suit is coming on 21.04.2026 before this Court for final hearing in the presence of Thiru. I.K.Sadhasivam learned counsel for the plaintiff 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

1) The plaintiff herein has filed this suit for Recovery of money for a sum Rs.4,67,574.93 with subsequent interest on at 14.50% against the defendant.

2) The averments made in the plaint is as follows:-

The defendant who is borrower and applied for "Mudra Loan Scheme Under CGFMU Scheme" loan on Hypothecation of their assets for a sum of Rs.5,00,000/-. The plaintiff Bank also sanctioned a sum of Rs.5,00,000/- to defendant on 04.05.2018 on the same day itself the defendant is accepted the terms and conditions of the loan and executed hypothycation agreement. The defendant is agreed to repay the loan amount in installments with interest at the rate of 10.90%. The plaintiff bank again sanctioned a sum of Rs.80,000/- to the defendant after the execution of loan cum hypothycation agreement. The defendant is not regular in payment and committed default inspite of several remainders the defendants herein not choose to discharge the debts. Hence the suit.

3) On receiving the summons from this Court, the defendant was called absent set exparte on 10.07.2023.

4) Point for consideration is whether the plaintiff's Bank is entitle for the claim as prayed for?

5) In this case the Chife Branch Manager of plaintiff's Bank Mr.Ramesh Babu examined as Pw1, on proof affidavit, through him Exhibits A1 to A16 are marked.

6) Heard on the side of plaintiff. The plaintiff also reitrated the plaint averments by way of proof affidavit. Admittedly, in this case, the allegations made in the plaint are not denied by the defendants herein by either let in oral evidence nor through documentary evidence. On seeing, the exhibits marked by the plaintiff, the Exhibit A1 is loan application given by the defendant. Exhibit A2 is the letter of arrangement executed by the defendant. Exhibit A3 is the loan cum Hypothecation agreement executed by the defendant to the plaintiff bank on 04.05.2018. Exhibit A4 is the guarantee agreement executed by the defendant. Exhibit A5 is the GST registration certificate. Exhibit A6 is the offer letter by the plaintiff bank. Exhibit A7 is the loan cum Hypothecation agreement executed by the defendant to the plaintiff bank on 18.06.2020. Exhibit A8 is the letter of arrangement executed by the defendant. Exhibit A9 is the revival letters executed by the defendant infavour of the plaintiff bank on 18.06.2020. Exhibit A10 is the letter of arrangement executed by the defendant. Exhibit A11 is the loan cum Hypothecation agreement executed by the defendant to the plaintiff bank on 06.10.2021. Exhibit A12 is the revival letters executed by the defendant infavour of the plaintiff bank on 06.10.2021. Exhibit A13 and Exhibit A14 are the statement of accounts. Exhibit A15 is the legal notice issued by the bank to the defendant dated 28.03.2023. Exhibit A16 is the Acknowledgement card signed by the defendant. On perusal of the evidence and Exhibits, it is clear that the plaintiff has proved the case against the defendant. It is settled preposition, that in the absence of any contra evidence, it has to be presumed that the plaintiff's bank proved their case. Hence, this court has no hesitation to come to conclusion that the plaintiff's bank proved the case with oral and documentary evidence. Accordingly, the point is answered in their favour.

7) In the result, in favour of Plaintiff bank, directing the defendants to pay the suit amount of Rs. 4,67,574.93 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 defendants is directed to pay the cost to plaintiff. The defendants shall bear his own cost.

Dictated to the typist and computerized by her, and corrected and pronounced by me in the open court, this the 06th day of June 2026.

R.SARAVANA BABU

Digitally signed by R.SARAVANA BABU

Subordinate Judge,
Mettur.

Plaintiff Side Witness:

P.W.1 : Ramesh Babu

Plaintiff Side Exhibits:

Ex.A1	03.05.2018	Loan application	Original
Ex.A2	04.05.2018	Letter of Arrangement executed by the defendant	Original
Ex.A3	04.05.2018	Agreement of loan – cum – hypothecation executed by the defendant	Original
Ex.A4	04.05.2018	Guarantee agreement executed by the defendant	Original
Ex.A5	22.07.2017	GST Registration certificate issue by the government of India	Online copy
Ex.A6	18.06.2020	Offer letter send by the plaintiff bank of the defendant	Original
Ex.A7	18.06.2020	Supplemental Agreement of Loan cum hypothecation executed by the defendant	Original
Ex.A8	18.06.2020	Letter of Arrangement executed by the defendant	Original
Ex.A9	18.06.2020	Revival letter execute by the defendant	Original
Ex.A10	06.10.2021	Arrangement letter executed by the defendant	Original
Ex.A11	06.10.2021	Supplemental Agreement of loan-cum-hypothecation executed by the defendant	Original

Ex.A12	06.10.2021	Revival letter executed by the defendant	Original
Ex.A13	06.03.2020	Statement of Account	Office copy
Ex.A14	06.03.2020	Statemente of account	Office copy
Ex.A15	28.03.2023	Legal notice issued by the bank of the defendant with postal receipt	Office copy
Ex.A16	31.03.2023	Acknowledgement card of defendant	Original

Defendants side Witness: Nil

Defendants side Exhibits: Nil

R.SARAVANA BABU

Digitally signed by R.SARAVANA BABU

Subordinate Judge,
Mettur.