

IN THE COURT OF THE SUBORDINATE JUDGE, METTUR

Present: Thiru.R.Saravana Babu, B.A., L.L.B.,

Sub-Judge, Mettur

Monday, the 13th day of July 2026

O.S.No. 244 / 2024

CNR.No: TNSA16-000576-2024

Bank of Baroda,
(Previously Vijaya Bank)
P.N.Patty Branch, Rep by its Branch Manager

... Plaintiff

//Vs//

Sakthiamman Magalir Self Help Group represented by

1. R. Umarani(Animator)
2. A. Priyanka(Representative)
3. S. Gandhimathi
4. M. Sindhu
5. P. Mythili
6. R. Sathiyavani
7. M. Tamilarasi
8. M. Kokila
9. K. Sayadevi
10. M. Pappa
11. R. Devi
12. M. Syamala
13. R. Malathi

... Defendants

This suit is coming on 06.07.2026 before this Court for final hearing in the presence of Tmt. G. Umamaheswari, learned counsel for the plaintiff and the presence of Thiru. M. Thirulogachandar, Advocate filed vakalath for the defendants and the defendants called absent set 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 seeking to directing the defendants to pay jointly, severally and personally the suit amount of Rs.3,50,000/- with agreed interest upto 30.04.2024 and subsequent interest from 01.05.2024 till the realization of the suit amount and awarding cost of the suit.

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

1) The plaintiff's Bank was formerly known as Vijaya Bank, a Government of India undertaking which was amalgamated with Bank of Baroda as per the Government Policy and as per Central Government Gazette Notification dated 02.01.2019 issued by the Ministry of Finance, New Delhi. The plaintiff submits that the Sakthiamman Magalir Self Help Group represented by the defendants 1 and 2 applied for loan and the plaintiff bank sanctioned a sum of Rs.6,30,000/- on 06.03.2020. The defendants have failed to repay the amount. The defendants committee default in repayment of the amount. 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.3,50,000/- due from the defendants as on 30.04.2024. The defendants are liable to pay the above said amount together with subsequent interest.

3. The suit was taken on file and summon was sent to defendants. The defendants were called absent and set exparte on 11.03.2026.

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.A13. Since the defendants 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 Loan application. Ex.A2 is the Photos of members. Ex. A3 is the Details of member-wise loan requirement. Ex. A4 is the Specimen of Resolution. Ex. A5 is the Sanction Letter. Ex.A6 is the D.P. Note, Ex.A7 is the Letter of Attestation, Ex.A8 is the Letter of Installment with acceleration clause, Ex.A9 is the Articles of Loan agreement, Ex. A10 is the Inter-se

Agreement, Ex.A11 is the Letter of Acknowledgement of debt, Ex.A12 is the Statement of the account. Ex.A13 is the Authorisation Letter.

7. The defendants 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 defendants. If the defendants were 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 defendants to pay the suit amount of Rs.3,50,000/- 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 directly and computerized by him, corrected and pronounced by me in the open court, this the 13th day of July 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W.1 : Riyaz .R.

Plaintiff Side Exhibits:

Ex.A1	05.03.2020	Loan application	Original
Ex.A2	-	Photos of members	Original
Ex.A3	28.01.2014	Details of member-wise loan requirement	Original
Ex.A4	28.01.2014	Specimen of Resolution	Original
Ex.A5	06.03.2020	Sanction letter	Original
Ex.A6	06.03.2020	D.P. Note	Original

Ex.A7	06.03.2020	Letter of Attestation	Original
Ex.A8	06.03.2020	Letter of Installment with acceleration clause	Original
Ex.A9	06.03.2020	Articles of Loan Agreement	Original
Ex.A10	06.03.2020	Inter-se Agreement	Original
Ex.A11	11.03.2022	Letter of Acknowledgement of debt	Original
Ex.A12	30.04.2024	Statement of the Accounts	Online Copy
Ex.A13	-	Authorization Letter	Certified copy

Defendants side Witness and Exhibits: Nil

**Subordinate Judge,
Mettur.**