

IN THE COURT OF THE SUBORDINATE JUDGE, METTUR**Present: Thiru.R.Saravana Babu, B.A., L.L.B.,****Sub-Judge, Mettur****Tuesday, the 07th day of July 2026****O.S.No. 252/2024****CNR.No: TNSA16-000627-2024**

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

... Plaintiff

//Vs//

Balasubramanian

... Defendant

This suit is coming on 29.06.2026 before this Court for final hearing in the presence of Thiru. I.K. Sadhasivam, learned counsel for the plaintiff and the presence of Thiru. M. Thirulogachandar, Advocate filed vakalath 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 seeking to directing the defendants to pay a sum of Rs.2,33,560/- with future interest at 14.5% with monthly rests from the date of filing of the suit till realization to the plaintiff. 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 has applied for Personal Loan and the plaintiff bank sanctioned a sum of Rs.5,00,000/-. The defendant had availed the loan and it has been credited to the defendant of Rs. 5,00,000/- on 20.03.2020. 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.2,33,560/- due from the defendant as on 04.07.2024. The defendant is liable to pay the above said amount together with subsequent interest from the date of suit till date of payment at 14.5% p.a.

3. The suit was taken on file and summon was sent to defendant. The defendant was called absent and set exparte on 17.03.2026.

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.A10. 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 Personal Loan application with Personnel Asses & Liabilities details. Ex.A2 is the Sanction Letter. Ex.A3 is the Annexure I executed by the defendant. Ex.A4 is the Arrangement letter executed by defendant. Ex.A5 is the Personal Loan agreement executed by defendant. Ex.A6 is the PAN Card, Aadhar Card and ID belongs to defendant. Ex.A7 is the Letter given by the defendant. Ex.A8 is the Statement of accounts. Ex.A9 is the Legal Notice sent to the defendant with postal receipt. Ex. A10 is the Acknowledgment card signed by the defendant.

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 defendants to pay the suit amount of Rs.2,33,560/-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 07th day of July 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W.1 : Ramesh Babu

Plaintiff Side Exhibits:

Ex.A1	07.03.2020	Personal Loan application with Personnel Asses & Liabilities details	Original
Ex.A2	18.03.2020	Sanction Letter	Original
Ex.A3	20.03.2020	Annexure I executed by the defendant	Original
Ex.A4	20.03.2020	Arrangement letter executed by defendant	Original
Ex.A5	20.03.2020	Personal Loan agreement executed by defendant	Original
Ex.A6	-	PAN Card, Aadhar card and ID belongs to defendant	True copy
Ex.A7	12.04.2021	Letter given by the defendant	Original
Ex.A8	04.07.2024	Statement of Accounts	True copy
Ex.A9	11.07.2024	Legal Notice sent to the defendant with postal receipt	Office Copy
Ex.A10	12.07.2024	Acknowledgment card signed by the defendant	Original

Defendants side Witness and Exhibits:Nil

**Subordinate Judge,
Mettur.**