IN THE COURT OF THE SUBORDINATE JUDGE, METTUR
Present:Thiru.R.Saravana Babu,B.A., L.L.B.,
Sub-Judge, Mettur
Tuesday, the 23rd day of June 2026
O.S.No. 345/2024
CNR.No: TNSA16-000877-2024

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

//Vs//

1. Mohammed Hussain
2. Karunakaran … Defendants

This suit is coming on 22.06.2026 before this Court for final hearing in the presence of Thiru. I.K.Sadhasivam, learned counsel for the plaintiff and the defendants 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 the suit amount of Rs.2,23,513/- together with interest thereon at the rate of 14.5 % 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) <u>The Brief facts of the plaint is as follows</u>:-

1) The plaintiff submits that the defendants have applied for Business Loan and the plaintiff bank sanctioned a sum of Rs.2,50,000/-. The 1st defendant had availed the loan and it has been credited to the 1st defendant of Rs.2,50,000/- on 04.08.2017. The defendants 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.2,23,513/- due from the defendants as on 09.07.2024. The defendants are 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 defendants. The 1st defendant called absent and set exparte on 05.03.2025. The 2nd defendant called absent and set exparte on 04.03.2026.

<u>4. The point for consideration is:</u>

(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.A12. 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.

<u>6. Findings:</u>

(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 submitted by the defendants with Personnel Assests and Liabilities statement. Ex.A2 is the Aadhar card, Pan card and Voter ID belongs to the defendants. Ex.A3 is the Agreement of Loan-Cum-Hypothecation executed by the defendants. Ex.A4 is the Letter of Arrangement executed by the defendants. Ex.A5 is the Guarantee Arrangement executed by the defendants. Ex.A6 & Ex.A7 are the Revival Letter executed by the defendant. Ex.A8 is the statement of accounts. Ex.A9 is the Certificate issued by the bank. Ex.A10 is the Legal Notice issued by the Bank to the defendants with postal receipt. Ex.A11 is the Acknowledgement card signed by the 1st defendant. Ex.A12 is the Returned unclaimed postal cover by the 2nd defendant.

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.2,23,513/-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 23rd day of June 2026.

R.SARAVANA BABU

Digitally signed by R.SARAVANA BABU

Subordinate Judge,
Mettur.

Plaintiff Side Witness:

P.W.1 : RameshBabu

Plaintiff Side Exhibits:

Ex.A1	01.07.2017	Loan application submitted by the defendants with Personnel Assests and Liabilities statement.	Original
Ex.A2	-	Aadhar Card, Pan Card and Voter ID belongs the defendants.	True Copy
Ex.A3	04.08.2017	Agreement of Loan-Cum-Hypothecation executed by the defendants.	Original
Ex.A4	04.08.2017	Letter of Arrangement executed by the defendants.	Original
Ex.A5	04.08.2017	Guarantee Arrangement executed by the defendants.	Original
Ex.A6	27.07.2020	Revival Letter executed by the defendant.	Original
Ex.A7	17.03.2023	Revival Letter executed by the defendant.	Original
Ex.A8	09.07.2024	Statement of accounts.	Office Copy

Ex.A9	09.07.2024	Certificate issued by the bank	Original
Ex.A10	20.09.2024	Legal Notice issued by the bank to the defendants with postal receipt.	Office Copy
Ex.A11	21.09.2024	Acknowledgement card signed by the 1st defendant.	Original
Ex.A12	23.09.2024	Returned unclaimed postal cover by the 2nd defendant.	Original

Defendants side Witness and Exhibits: Nil

R.SARAVANA BABU

Digitally signed by R.SARAVANA BABU

Subordinate Judge,
Mettur.