IN THE COURT OF DISTRICT MUNSIF, METTUR, SALEM DISTRICT

Present: Thiru. **M.Selvam, B.A., B.L.,**

District Munsif, Mettur

Wednesday, this the 24th day of June 2026

O.S. No. 08 of 2026

(CNR No. TNSA17-000010-2026)

Rajeshkumar … Plaintiff

/Versus/

1. Axis Bank Limited, Salem
2. S P Associates, Madurai ... Defendants

This suit has been heard in the presence of Mr. I.K. Sadhasivam., M.com., M.L. the Learned counsel appearing for the plaintiff. The 1st defendant was set-exparte on 27.03.2026 and the 2nd defendant was set-exparte on 18.02.2026. Exparte enquiry heard and having stood over for my consideration till this day, this court delivered the following,

JUDGMENT

(i) Suit filed for the relief of mandatory injunction directing the 1st defendant to submit true, proper accounts towards the loan borrowed by the plaintiff, thereby permitting the plaintiff to deposit the loan amount before this court account within the time fixed by this court and,

(ii) To pass an decree of mandatory injunction directing the 1st defendant to execute the registered discharge receipts thereby directing to return the original documents which were deposited by the plaintiff when the Memorandum of Agreement Evidencing deposit of title deeds is registered and,

(iii) To pass a decree of mandatory injunction restraining the 1st defendant to incorporate any interest from the period 12.08.2020 till the loan amount is settled and,

(iv) To pass a decree of permanent injunction restraining the 2nd defendant and their subordinates from in any manner disturbing the plaintiff's peaceful possession and enjoyment of the suit properties and for cost.

1) Brief averments in the plaint is as follows:

1.1. The plaintiff acquired the suit properties by way of partition. From the date of Partition the plaintiff is having right, title, interest and possession over the said properties. The plaintiff borrowed a sum of Rs. 10,00,000.00 as a Agricultural Production Credit crop loan (CCAGR) from the 1st defendant bank by executing Memorandum of Agreement Evidencing deposit of title deeds regarding the suit properties on 22.05.2015. While borrowing the loan, the plaintiff deposited the documents mentioned in the Memorandum of Agreement Evidencing deposit of title deeds regarding the suit properties before the 1st defendant. Subsequent to that the plaintiff paid the principal along with interest to a tune of Rs. 15,82,585.00 to the 1st defendant. Later, periodically on three occasions the plaintiff borrowed additional crop loan without any further documents.

1.2. On 12.08.2020, the plaintiff want to settle the loan amount in single payment and requested the 1st defendant to furnish the True account statement. The 1st defendant did not come forward to submit the True account to the Plaintiff. According to the plaintiff there is a due of below Five Lakhs to be paid to the 1st defendant. One fine morning, the 2nd defendant representative called the plaintiff over phone and directed to pay the loan amount to their bank account. The 2nd defendant explained that they purchased the loan account from the 1st defendant and now they i.e) 2nd defendant is the collection agency.

1.3. Immediately the plaintiff rushed to the 1st defendant office and verified the same. At the time, the 1st defendant informed that the loan account regarding the plaintiff is handed over to the collection agency i.e) the 2nd defendant herein. The 1st defendant directed the plaintiff to pay the loan amount to the 2nd defendant and then get back the original documents. Later on so many occasions the 2nd defendant officials came to the plaintiff house and threatened to pay a sum of Rs.15,00,000/- or otherwise they will take possession of the suit property with Police Aid.

1.4. Again the plaintiff approached the 1st defendant and requested to furnish the statement of accounts to settle the loan amount in one time. But the 1st defendant refused to give the statement and directed to deposit the loan amount to 2nd defendant account. But the plaintiff refused to pay the loan amount to the 2nd defendant. The plaintiff willing to deposit the loan amount to the 1st defendant account, but the 1st defendant blindly refused to receive the loan amount and again stated that the loan account regarding the plaintiff is already closed. Till today the 1st defendant did not came forward to given any written letter to deposit the loan amount to the 2nd defendant's bank account and the 2nd defendant did not come forward to given any written letter stating that they are the collection agency for the 1st defendant.

1.5. The plaintiff is no way connected to the 2nd defendant and he never executed any documents regarding the suit properties with the 2nd defendant. The plaintiff is afraid to deposit the loan amount before the 2nd defendant's bank account without any written request since he had executed the Memorandum of Agreement Evidencing deposit of title deeds to the 1st defendant only by depositing the original title deeds before the 1st defendant. The plaintiff is always ready to settle the loan amount to the 1st defendant bank if they submit true and proper account. But the 1st defendant official without any documentary evidence supports the 2nd defendant and orally directs the plaintiff to deposit the balance loan amount to 2nd defendant's bank account.

1.6. While state of affairs being so, on 31.12.2025, the 2nd defendant's official approached the plaintiff in person and informed that they are the representative of

1st defendant and threatened the plaintiff to deposit the loan amount within Ten days without fail and if the plaintiff not complied the words of the 2nd defendant's officials, they will take possession of the suit properties and seal the house in which the plaintiff and his family members are residing. The plaintiff requested the 2nd defendant official to furnish a written letter regarding the relationship between the defendants and details of bank account. But the 2nd defendant refuses to give any written request letter to the plaintiff. The act of the 2nd defendant is not according to law. Any how the plaintiff apprehends that the officials, who were directed by high influence, can carry out their threats into action at any time. If they do so the plaintiff will be penalized. As such the suit properties are agricultural land, the 2nd defendant is having no legal right to threaten the plaintiff to deposit the loan amount in their account. Hence, this suit.

2. On behalf of the 1st defendant, the deputy manager of the 1st defendant's bank had appeared before this court on 18.02.2026 on receipt of court summons and requested to engage counsel on their behalf. But though sufficient opportunities were given, neither the 1st defendant bank nor their counsel appeared before this court and remained exparte on 27.03.2026. The 2nd defendant was also set-exparte on 18.02.2026 for their non appearance, even after the receipt of court summons.

3). Exparte Evidence:

(i) To substantiate his claim, the plaintiff examined himself as PW1 and marked Ex.A1 to Ex.A4. On the other hand, there is no oral and documentary evidence on the side of the defendants.

4). Points For Determination:

(i) Whether the plaintiff is entitled for the relief mandatory injunctions and permanent injunction as sought for in the plaint ?

5.1. The sum and substances of the case of the plaintiff is that he had borrowed a sum of Rs. 10,00,000/- from the 1st defendant bank as a Agricultural Production Credit Crop Loan by executing the memorandum of agreement evidencing deposit of title deeds regarding the suit properties on 22.05.2015 and paid a sum of Rs. 15,82,585/- towards principle and interest. Thereafter, borrowed additional crop loan on three occasions without any further documents. On 12.08.2020, the plaintiff with an intention to settle the loan amount in single payment had requested the 1st defendant to furnish the true account statement, but the 1st defendant did not come forward to submit the same. Then one fine morning, the 2nd defendant called the plaintiff through phone and directed to pay the loan amount to their bank account stating that they were the collection agent of the 1st defendant. Immediately, the plaintiff rushed to the 1st defendant office and verified the same.

5.2. At that time, the 1st defendant without any written letter informed that the loan account is handed over to the collection agency, who is the 2nd defendant herein and directed the plaintiff to pay the loan amount to the 2nd defendant and to collect his original documents. The 2nd defendant had also not furnished any written letter stating that they were the collection agency of the 1st defendant. Then the 2nd had threatened the plaintiff to pay a sum of Rs. 15,00,000/- or otherwise, they would take possession of the suit properties with police aid. Again on 31.12.2025, the 2nd defendant officials approached the plaintiff in person and threatened to deposit the loan amount within 10 days, if not they would take possession of the suit properties and seal the house in which the plaintiff and his family are residing.

5.3. In this instant case on hand, the plaintiff examined himself as PW1 and deposed the plaint averments. Ex.A1 to Ex.A4 marked on the side of the plaintiff. Ex.A1 is the registered partition deed dated 07.09.2011 entered between the plaintiff and his family members, wherein, the suit properties were allotted to the plaintiff as ‘C’ schedule. Ex.A2 is the memorandum of agreement evidencing the deposit of title deeds entered between the plaintiff and the 1st defendant bank in respect of the Agricultural Production Credit Crop Loan borrowed by the plaintiff for a sum of Rs. 10,00,000/-. Ex.A3 is the account statement of the plaintiff. Ex.A4 is the SMS received by the plaintiff sent by the 1st defendant stating that their authorized agency, the 2nd defendant herein would contact the plaintiff in respect of his overdue.

5.4. It is the contention of the plaintiff that he is ready to settle the loan amount in single payment and had also approached the 1st defendant bank on 12.08.2020 itself, but the 1st defendant had not come forward to submit the true account statement. The contention of the plaintiff to this effect is having a considerable force. The 1st defendant bank, who had received the court summons and appeared before this court had also failed to contest the suit for the best reason known to them. They had also not shown any objection towards the claim of the plaintiff.

5.5. The plaintiff herein is seeking the relief of mandatory injunction to direct the 1st defendant bank to submit the proper accounts towards the loan borrowed by him in order to repay the same and after repayment, to execute the discharge receipts in respect of the loan borrowed by him. It is well settled that in equity, a suit for accounts is entertainable when there are circumstances of special complication necessitating the taking of accounts. The said proposition was also observed by the **Hon’ble Punjab and Hariyana High Court** in the case of **Anant Ram vs Spedding Dinga** reported in **AIR 1960 Punj 415**.

5.6. Further, it cannot be disputed that the 1st defendant bank is maintaining the accounts and is in a position to give the details thereof in respect of the loan borrowed by the plaintiff and the sum due payable by him. The plaintiff will be only liable to the sum which will be ultimately found to be due to the 1st defendant bank. The plaintiff would also not be in a position to know the exact amount due to the 1st defendant bank. Such being the position and whereas, the plaintiff had also approached the 1st defendant bank to render true account statement, then it is the duty of the 1st defendant bank to provide the account statement in order to enable the plaintiff to settle the loan amount. But the 1st defendant bank had not come forward to render the true and proper accounts. No plausible reasons were also adduced by the 1st defendant bank. The 1st plaintiff bank had also not produced any materials to show that they had authorized the 2nd defendant agency to collect the loan amount from the plaintiff, except the SMS sent to the plaintiff vide Ex.A4, which was filed by the plaintiff himself.

5.7. Though the 1st defendant bank had knowledge about the pending suit proceeding, they had also not come forward to contest the case. The evidence adduced by the plaintiff is also neither rebutted nor disproved on the side of the defendants. The 2nd defendant had also remained exparte even after the receipt of court summons. Such being the position, the 2nd defendant is also not entitled to unlawfully threaten or interfere with the plaintiff's possession and enjoyment in the suit properties. If at all, even the 2nd defendant is authorized by the 1st defendant bank in collecting the loan amount due from the plaintiff as described in the Ex.A4 – SMS sent by the 1st defendant, they are not entitled to proceed in collecting the loan amount without following the due process of law.

5.8. As such the plaintiff had also approached the 1st defendant bank early as on 12.08.2020 itself to render true and proper accounts to settle the loan amount in single payment and whereas, the 1st defendant had failed to give any such account statement showing the loan amount payable by the plaintiff without any valid reason, the equity stands in favour of the plaintiff and the 1st defendant is also not entitled to claim the interest from the said 12.08.2020 Therefore, from the overhaul discussion, this court comes to the conclusion that the plaintiff is entitled for the relief of mandatory injunction and permanent injunction as aforesaid.

In the result, this suit is decreed as follows:-

(i) The 1st defendant is hereby directed by way of mandatory injunction to submit true, proper accounts to the plaintiff towards the loan borrowed by him within a period of two months from the date of the judgment.

(ii) On rendering the said accounts, the plaintiff has to repay the loan amount within two months therefrom.

(iii) The 1st defendant is further directed by way of mandatory injunction to execute the registered discharge receipts and to return the original documents which were deposited by the plaintiff when the Memorandum of Agreement Evidencing deposit of title deeds is registered within one month on payment of the total loan amount borrowed by the plaintiff.

(iv) The 1st defendant is hereby directed by way of mandatory injunction not to incorporate any interest from the period of 12.08.2020 till the loan amount is settled.

(v) If the 1st defendant bank refused to receive the loan amount, the plaintiff is entitled to deposit the same before this court and to proceed further in accordance with law.

(vi) The 2nd defendant and their subordinates are hereby restrained by way of permanent injunction from in any manner disturbing the plaintiff's possession and enjoyment of the suit properties without following due process of law.

(vii) Considering the facts and circumstance of this case, there is no orders as to cost.

This Judgment is typed by me in my official laptop, corrected and pronounced by me in open court on this 24th day of June 2026.

M SELVAM
Digitally signed by M SELVAM
Date: 2026.06.24 15:01:01 +0530

District Munsif,
Mettur.

Plaintiff side witness:

PW1 - Rajeshkumar (plaintiff)

Plaintiff side exhibits :

Ex.A1	07.09.2011	Registered Partition deed between the plaintiff and family members	Certified Copy
Ex.A2	22.05.2015	Memorandum of Agreement Evidencing deposit of title deeds executed by the plaintiff infavour of 1st defendant	Certified Copy
Ex.A3	2015 - 2021	Statement of accounts	Online Copy
Ex.A4	---	SMS received by plaintiff	Photocopy

Defendants side witnesses and exhibits : Nil

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Date: 2026.06.24 15:01:13 +0530

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