

IN THE COURT OF SUBORDINATE JUDGE, OMALUR

Present : Tmt. T.Malathi, B.Sc., B.L.,
Subordinate Judge, Omalur

Wednesday, the 29th day of April, 2026
O.S.No.09/2025
CNR No.TNSA 19-0008672024

Canara Bank
Omalur Branch
Rep by its Senior Manager

... Plaintiff

/VERSUS/

1. Mr. M.Dinesh Kumar,
2. Mr. C.Muthusamy

.. Defendants

This suit is coming up for final hearing before this Court on 02.03.2026 in the presence of learned counsels Thiru.M.Periyasamy, B.A., B.L., Thiru. P. Sakthivel, B.A., L.L.B., and of Thiru. P.Ezhilarasu, B.A.,L.,L.B., for Plaintiff Bank. Defendants 1 &2 called absent set exparte and upon perusing the records, hearing the plaintiff side arguments and considering the same, this court delivered the following:

JUDGMENT

The suit has been filed seeking a directing that the defendants to pay the plaintiff a sum of Rs.2,57,825/- together with further interest at the rate of 11.35% per annum with monthly rests from the date of filing of the suit until full realization and also for the cost of the suit.

2. The brief averments of the plaint is as follows:

The Defendants Nos. 1 and 2 are members of the same family. The 1st Defendant is the son, and the 2nd Defendant is the father of the 1st Defendant.

3.The Defendants approached the Plaintiff Bank for credit facilities under Education Loan Account No. 4373651000082 for the purpose of pursuing B.E.

(Mechanical Engineering) at Jayalakshmi Institute of Technology, Thoppur, for the higher education of Defendant No. 1 on 23.03.2015. The Plaintiff Bank sanctioned a loan of Rs. 1,95,940/- on 23.03.2015, which was advanced by the Plaintiff and availed by the Defendants.

4.As per the request of the Defendants, the loan amount was disbursed as follows: Rs. 40,500/- on 24.03.2015 and Rs. 40,500/- on 26.08.2015 and Rs. 40,500/- on 11.07.2016, and Rs. 40,500/- on 24.07.2017, totaling Rs. 1,62,000/-. The Defendants did not receive the entire sanctioned loan amount.

5.The Defendants Nos. 1 to 2 executed loan security documents, namely the Educational Loan Agreement dated 23.03.2015, in favour of the Plaintiff Bank for a limit of Rs. 1,95,940/-, agreeing to repay the same with interest at the rate of 11.70% per annum on daily balance with monthly rests, such interest being added to the outstanding balance on the last working day of every calendar month, as per the agreement or at such rates and rests as may be revised by the Bank from time to time.

6.The loan amount was to be repaid in 24 monthly installments with interest at 11.70% per annum until full repayment, with monthly rests, or at such rates and rests as may be revised by the Bank from time to time. The present rate of interest is 11.35% per annum.

7.The Plaintiff Bank states that the Defendants defaulted in repaying the loan amount as agreed, and the said loan account became a Non-Performing Asset (NPA) on 02.12.2022. The Defendants Nos. 1 and 2 also executed letters of acknowledgment of debt and security on 19.04.2022 in favour of the Plaintiff Bank, thereby acknowledging the continuing liability of the Defendants.

8.The 1st and 2nd Defendants are liable to pay a sum of Rs. 2,57,825/- as on 04.09.2024. The Defendants are jointly, severally, and co-extensively liable to pay the said amount to the Plaintiff. As per the regular accounts maintained by the Plaintiff Bank in the ordinary course of business, the amount due in the loan account of the Defendants was Rs. 1,95,940/- as on 23.03.2015.

Hence, the suit.

9. Defendants 1 & 2 called absent set exparte on 11.06.2025.

10. On the side of Plaintiff bank, the Branch Manager of the bank namely Palraj was examined as PW1. Ex.A1 to A5 were marked. No oral and documentary evidences were adduced on the side of defendants.

11. Point for consideration is whether the plaintiff is entitled for the suit claim?

12) Point:

The suit is filed by the plaintiff Bank for recovery of a sum of Rs.2,57,825/- together with interest and costs from the defendants. Heard the learned counsel for the plaintiff. Perused the pleadings and materials available on record. On behalf of the plaintiff, the Branch Manager was examined as PW1.

13. On perusal of the documents marked on the side of the plaintiff it is seen that Ex.A1 is the Application for Education loan given by the defendants, Ex.A2 is the sanction memorandum for education loan, Ex.A3 is the education loan agreement executed by the defendants, Ex.A4 is the Acknowledgment of debt & Security Executed by the defendants, A5 is the Statement of Account for Loan account No.4373651000082.

14. From the perusal of the above documents, this court considered that the 1st and 2nd defendants though has availed loan from the plaintiff bank and has failed to repay the same as agreed by them and the statement of account points out the 1st and 2nd defendants had willfully evaded to make payments of monthly installments and it also points out the 1st and 2nd defendants had failed to perform the obligation. Summon served to the Defendants 1 & 2 and not come forward to contest the case and remained exparte. As such the plaintiff is entitled for the suit claim along with interest with cost of the 1st and 2nd defendants.

In the result, the suit is decreed with cost as against the 1st and 2nd defendants and the 1st and 2nd defendants are directed to pay the suit claim of Rs.2,57,825/- to the plaintiff's bank together with interest at the rate of 9% per annum from the date of the suit to the date of the decree and thereafter 6% per annum from the date of the decree till the realization of the suit.

Judgment directly dictated to the Steno typist, typed by her corrected and pronounced by me in the Open Court, on this the 29th day of April, 2026.

Sd/- T.Malathi
Subordinate Judge,
Omalur

List of Witness on the side of Plaintiff:

P.W.1 – Palraj (Branch Manager of the Bank)

List of Exhibits on the side of Plaintiff:

Ex.A1	23.03.2015	Application for Education loan given by the defendants.	Original
Ex.A2	--	Letter of sanction.	Original
Ex.A3	23.03.2015	Education loan agreement executed by the defendants.	Original
Ex.A4	19.04.2022	Acknowledgment of Debt & Security Executed by the defendants.	Original
Ex.A5	04.09.2024	Statement of Account for Loan account No. 4373651000084.	Certified True Copy

List of Witnesses on the side of Defendants: -Nil -

List of Exhibits on the side of Defendants: -Nil -

Sd/- T.Malathi
Subordinate Judge,
Omalur

**Fair/ Draft Judgment
in
O.S. No.09/2025
Date:29.04.2026**

