



IN THE COURT OF ADDITIONAL DISTRICT JUDGE [FAST TRACK COURT]  
THENI.

**PRESENT : Tmt. G. SREE DEVI, B.A., L.L.M**  
**Additional District Judge (Fast Track Court),**  
**Theni,**

Friday, 13<sup>th</sup> day of March 2026

**O.S. No.35 of 2025**

(C.N.R. No.TNTH01-000595-2025)

Canara Bank, Theni branch  
represented by its  
Chief Manager

...Plaintiff

/Vs/

V. Malathi

...Defendant

This suit posted on 18.02.2026 before me for final hearing in the presence of Thiru. R. Baskaran, Advocate for the Plaintiff and having sufficient opportunities are given for filing written statement, but the Defendant had not utilized that opportunity and he was called absent and set exparte and upon hearing Plaintiffs' side counsel and on perusal of the case records which stood over for consideration till today this court delivered the following:-

### **J U D G M E N T**

The Plaintiff has filed a suit filed for recovery of money directing the Defendant to pay a sum of Rs.3,73,726/- (Kisan OD), Rs.2,29,922/- (Kisan Credit Card Scheme), Rs.2,12,521/- (Farm Development) and Rs.6,95,407/- (Dairy Loan) to the Plaintiff Bank along with interest at the rate of 11.15%, 10.50%, 12.00% and



12.00% p.a. respectively, from the date of plaint till realization and passing preliminary decree and to provide other relief.

**2. The Concise Statement of the averments made in the amended Plaint is as follows:-**

(i) The plaintiff is a Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at Bangalore and a branch at Theni. The bank is represented in these proceedings by its Branch Chief Manager Mr. J. Suvvari Upendra, who is competent under Order XXIX Rule 1 C.P.C. to sign pleadings and conduct the proceedings on behalf of the bank. The suit properties are situated at Kadamalaigundu Village, Kadamalaigundu Sub-Registration District, Periyakulam Registration District, Theni District, within the jurisdiction of this Court and the loan transactions were also executed at the plaintiff's Theni branch; hence this Court has jurisdiction to entertain the suit.

(ii) The defendant approached the plaintiff bank for various agricultural loans. On the request of the defendant, the plaintiff sanctioned the following loans: (1) Kisan OD Loan of Rs.3,00,000/- on 10.03.2021 under Loan A/c No.1020897000378, (2) Kisan Credit Card Loan of Rs.2,00,000/- on 10.03.2021 under Loan A/c No.1020840035079, (3) Farm Development Loan of Rs.2,00,000/- on 02.07.2022 under Loan A/c No.182000751119, and (4) Dairy Loan of Rs.6,00,000/-



on 21.10.2023 under Loan A/c No.182001880437. For the said loans, the defendant executed necessary loan documents such as agreements, hypothecation agreements and memorandum of agreement in favour of the plaintiff bank and agreed to repay the loan amounts with interest at the agreed rates, subject to variation by the bank from time to time, along with penal interest in case of default.

(iii) To secure the repayment of the loans, the defendant deposited the original title deeds relating to the suit schedule property at Theni on 06.03.2021 with an intention to create an equitable mortgage in favour of the plaintiff bank, which was followed by registration of Memorandum of Deposit of Title Deeds on 10.03.2021 at SRO, Kadamalaigundu for Rs.5,00,000/-. Subsequently, the defendant executed an additional Memorandum of Deposit of Title Deeds on 23.06.2022 for Rs.2,00,000/- and a Supplemental Memorandum of Deposit of Title Deeds on 19.10.2023 for Rs.6,00,000/- in favour of the plaintiff bank.

(iv) Despite repeated demands and personal requests made by the plaintiff bank, the defendant failed to repay the loan amounts. A legal notice was also issued to the defendant on 30.07.2024, but the defendant did not comply with the demand. As per the plaintiff's books of accounts, a sum of Rs.3,73,726/-, Rs.2,29,922/-, Rs.2,12,521/- and Rs.6,95,407/- respectively was due as on 30.09.2024, together with further interest at the rates of 11.15%, 10.50%, 12.00% and 11.80% per annum till realization.



(v) Since the defendant failed to discharge the loan liability, the plaintiff bank, being the mortgagee, is entitled to enforce the equitable mortgage over the suit schedule property. The defendants are not entitled to the benefits of Debt Relief Acts, as the plaintiff bank is exempted under the said enactments. The account extracts produced by the plaintiff are admissible in evidence under the Bankers' Books Evidence Act. Hence, the present suit has been filed for recovery of the said amounts with interest and costs by enforcing the mortgage.

3. Sufficient opportunities are given for filing written statement but the Defendant not utilized that opportunity and he was called absent and the defendant was set exparte.

4. **The issue to be decided in this original suit is,**

(1) Whether the Plaintiff is entitled to the relief of recovery of money as claimed in the Plaint from the Defendant or not ?

5. **Trial :-**

On behalf of the Plaintiff's side, the plaintiff Bank's Branch Manager Thiru. Jai Anto Kingston examined himself as PW1 by way of proof affidavit and through him Ex.A1 to Ex.A22 were marked. No witnesses have been examined on behalf of the defendant and no documents have been marked.



**6. Submissions on the Plaintiff side:-**

Heard and records perused. The learned counsel for the plaintiff bank submitted that the plaintiff is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and the suit is filed for recovery of the loan amounts borrowed by the defendant from the plaintiff's Theni Branch. The defendant approached the plaintiff bank and availed various agricultural loans namely Kisan OD Loan, Kisan Credit Card Loan, Farm Development Loan and Dairy Loan by executing necessary loan documents in favour of the plaintiff bank agreeing to repay the loan amounts with interest at the agreed rates. It is further submitted that to secure the said loans, the defendant deposited the original title deeds of the suit schedule property and created an equitable mortgage in favour of the plaintiff bank and also executed Memorandum of Deposit of Title Deeds and subsequent additional and supplemental memoranda at SRO, Kadamalaigundu. The defendant failed to repay the loan amounts despite repeated demands and issuance of legal notice. As per the plaintiff bank accounts, a sum of Rs.3,73,726/-, Rs.2,29,922/-, Rs.2,12,521/- and Rs.6,95,407/- respectively was due as on 30.09.2024 together with further interest till realization. The defendant was duly served with summons but remained exparte. Hence, the plaintiff bank prayed to pass a preliminary decree for recovery of the said amounts with interest by enforcing the mortgage over the suit schedule property.



**7. Discussions, Decisions with Reasons :-**

(i) The plaintiff Bank Manager was examined as PW1 by way of proof affidavit and through him Ex.A1 to Ex.A22 were marked. Ex.A1 is the Common Application cum Appraisal Form for Credit Facilities for Agricultural Loan above Rs.2 Lakhs and upto Rs.10 Lakhs dated 10.02.2021. Ex.A2 is the Sanction Memorandum (Kisan OD) dated 05.03.2021. Ex.A3 is the Agreement and Deed for Kisan OD dated 10.03.2021. Ex.A4 is the Common Application cum Appraisal Report for Credit Facilities for Agricultural Loan upto Rs.2 Lakhs dated 05.03.2021. Ex.A5 is the Sanction Memorandum (Kisan Credit Card Scheme) dated 05.03.2021. Ex.A6 is the Agreement for Hypothecation for Agricultural Loans dated 10.03.2021. Ex.A7 is the Common Application cum Appraisal Report for Credit Facilities for Agricultural Loan upto Rs.2 Lakhs dated 30.06.2022. Ex.A8 is the Sanction Memorandum (Farm Development) dated 02.07.2022. Ex.A9 is the Memorandum of Agreement for Agricultural Loans dated 02.07.2022. Ex.A10 is the Common Application cum Appraisal Report for Credit Facilities for Agricultural Loan for above Rs.1 Lakh and upto Rs.10 Lakhs dated 21.10.2023. Ex.A11 is the Sanction Memorandum (Diary Loan). Ex.A12 is the Memorandum of Agreement for Agricultural Loans dated 21.10.2023. Ex.A13 is the Partition Deed in Doc. No.1890/2014 dated 24.12.2014. Ex.A14 is the Gift Settlement Deed in Doc. No.328/2021 dated 10.02.2021. Ex.A15 is the Memorandum of Deposit of Title



Deeds dated 10.03.2021 in Doc No.564/2021. Ex.A16 is the Memorandum of Deposit of Title Deeds dated 23.06.2022 in Doc No.1340/2022. Ex.A17 is the Supplemental Memorandum of Deposit of Title Deeds dated 19.10.2023 in Doc No.2442/2023. Ex.A18 is the Legal notice sent by the plaintiff bank to the defendant dated 30.07.2024. Ex.A19 is the Statement of Account for the Acc. No.1020897000378 (Kisan OD) from 01.01.2000 to 19.10.2024. Ex.A20 is the Statement of Account for the Acc. No.1020840035079 (Kisan Credit Card Scheme) from 01.01.2000 to 19.10.2024. Ex.A21 is the Statement of Account for the Acc. No.182000751119 (Farm Development Loan) from 01.01.2000 to 19.10.2024. Ex.22 is the Statement of Account for the Acc. No.182001880437 (Diary Loan) from 01.01.2000 to 19.10.2024.

(ii) On perusal of the pleadings, oral and documentary evidence placed before this court, it is seen that the defendant had approached the plaintiff bank and availed various agricultural loans. The loan applications submitted by the defendant are evidenced by Ex.A1, Ex.A4, Ex.A7 and Ex.A10, which are the Common Application cum Appraisal Forms for credit facilities. The sanction of the said loans by the plaintiff bank is proved through Ex.A2, Ex.A5, Ex.A8 and Ex.A11, which are the respective Sanction Memorandums issued by the bank.

(iii) Further, the execution of the loan documents by the defendant agreeing to repay the loan amounts with interest is established through Ex.A3, the Agreement



and Deed for Kisan OD dated 10.03.2021, Ex.A6, the Agreement for Hypothecation for Agricultural Loans dated 10.03.2021 relating to the Kisan Credit Card Scheme, and Ex.A9 and Ex.A12, the Memorandum of Agreement for Agricultural Loans dated 02.07.2022 and 21.10.2023 respectively relating to the Farm Development Loan and Dairy Loan. These documents clearly establish that the defendant had availed the above said loan facilities from the plaintiff bank and had agreed to repay the same with interest at the agreed rates.

(iv) In order to secure the repayment of the said loans, the defendant had deposited the original title deeds relating to the suit schedule property with the plaintiff bank and created an equitable mortgage. The title of the defendant over the mortgaged property is evidenced through Ex.A13, the Partition Deed dated 24.12.2014 and Ex.A14, the Gift Settlement Deed dated 10.02.2021. The creation of equitable mortgage in favour of the plaintiff bank is proved through Ex.A15, Ex.A16 and Ex.A17, which are the Memorandum of Deposit of Title Deeds dated 10.03.2021, 23.06.2022 and 19.10.2023 respectively registered before the Sub Registrar Office, Kadamalaigundu.

(v) It is further seen from Ex.A18, the legal notice dated 30.07.2024 issued by the plaintiff bank to the defendant, that the plaintiff demanded repayment of the loan amount, but the defendant failed to comply with the said demand. The outstanding dues payable by the defendant are clearly reflected in Ex.A19 to Ex.A22,



which are the Statements of Account relating to the respective loan accounts namely Kisan OD Loan, Kisan Credit Card Scheme Loan, Farm Development Loan and Dairy Loan. The said statements of account show that a sum of Rs.3,73,726/-, Rs.2,29,922/-, Rs.2,12,521/- and Rs.6,95,407/- respectively were due and payable by the defendant as on the relevant date together with further interest.

(vi) From the above narration of the facts and circumstances of the case, this Court concludes that defendant had availed the above loans from the plaintiff bank, created equitable mortgage over the suit schedule property as security and failed to repay the loan amounts. Though the defendant was duly served with summons, the defendant remained *exparte* and did not choose to contest the case and no documents produced on his side by denying the facts in the evidence of PW1. Therefore, this court is of view that an inference can be drawn against the Defendant. It has also been shown to this court through the evidence of PW1 and through the documents Ex.A1 to Ex.A22 that the Defendant had taken a several loans from the Plaintiff bank and that he had defaulted to repay the said loans. Therefore, the plaintiff is entitled to the relief as prayed for.

**8. In the result,** the suit is decreed with costs.

(a) Preliminary decree is passed.

(b) Directing the Defendant to pay the plaintiff the sum of Rs.3,73,726/- (Kisan OD), Rs.2,29,922/- (Kisan Credit Card Scheme), Rs.2,12,521/- (Farm



Development) and Rs.6,95,407/- (Dairy Loan) to the Plaintiff Bank along with interest at the rate of 6% p.a. from the date of plaint till the date of decree, and 6% p.a. from the date of decree till realization on the principal amount of Rs.3,00,000/-, Rs.2,00,000/-, Rs.2,00,000/- and Rs.6,00,000/- respectively within a period of two months.

Dictated to the Steno-Typist and typed by him in computer directly and after correction, pronounced by me in open court on this 13<sup>th</sup> day of March, 2026.

**Additional District Judge,  
Theni.**

**Plaintiff side witnesses :**

PW1 Thiru. Jai Anto Kingston

**Plaintiff side Exhibits :**

- Ex.A1 Common Application cum Appraisal Form for Credit Facilities for Agricultural Loan above Rs.2 Lakhs and upto Rs.10 Lakhs dated 10.02.2021.
- Ex.A2 Sanction Memorandum (Kisan OD) dated 05.03.2021.
- Ex.A3 Agreement and Deed for Kisan OD dated 10.03.2021.
- Ex.A4 Common Application cum Appraisal Report for Credit Facilities for Agricultural Loan upto Rs.2 Lakhs dated 05.03.2021.
- Ex.A5 Sanction Memorandum (Kisan Credit Card Scheme) dated 05.03.2021.
- Ex.A6 Agreement for Hypothecation for Agricultural Loans dated 10.03.2021.
- Ex.A7 Common Application cum Appraisal Report for Credit Facilities for Agricultural Loan upto Rs.2 Lakhs dated 30.06.2022.
- Ex.A8 Sanction Memorandum (Farm Development) dated 02.07.2022.



- Ex.A9 Memorandum of Agreement for Agricultural Loans dated 02.07.2022.
- Ex.A10 Common Application cum Appraisal Report for Credit Facilities for Agricultural Loan for above Rs.1 Lakh and upto Rs.10 Lakhs dated 21.10.2023.
- Ex.A11 Sanction Memorandum (Diary Loan).
- Ex.A12 Memorandum of Agreement for Agricultural Loans dated 21.10.2023.
- Ex.A13 Partition Deed in Doc. No.1890/2014 dated 24.12.2014.
- Ex.A14 Gift Settlement Deed in Doc. No.328/2021 dated 10.02.2021.
- Ex.A15 Memorandum of Deposit of Title Deeds dated 10.03.2021 in Doc No.564/2021.
- Ex.A16 Memorandum of Deposit of Title Deeds dated 23.06.2022 in Doc No.1340/2022.
- Ex.A17 Supplemental Memorandum of Deposit of Title Deeds dated 19.10.2023 in Doc No.2442/2023.
- Ex.A18 Legal notice sent by the plaintiff bank to the defendant dated 30.07.2024.
- Ex.A19 Statement of Account for the Acc. No.1020897000378 (Kisan OD) from 01.01.2000 to 19.10.2024.
- Ex.A20 Statement of Account for the Acc. No.1020840035079 (Kisan Credit Card Scheme) from 01.01.2000 to 19.10.2024.
- Ex.A21 Statement of Account for the Acc. No.182000751119 (Farm Development Loan) from 01.01.2000 to 19.10.2024.
- Ex.A22 Statement of Account for the Acc. No.182001880437 (Diary Loan) from 01.01.2000 to 19.10.2024.

**Defendants side witnesses and Exhibits :**

- Nil -

**Additional District Judge,  
Theni.**



Additional District Court,  
Theni.  
Copy of Judgment in  
**O.S. No.35/2025**  
Dated : 13.03.2026.