IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, THENI

PRESENT: Thiru. A. SARAVANAKUMAR, B.A., B.L.,
Principal District Judge, Theni

Thursday, this the 27th day of August - 2026

Original Suit No.69/2024

C.N.R. No.TNTH01-000608-2024

Canara Bank,
Bodinaickanur Branch
represented by its
Chief Manager ...Plaintiff

VERSUS

1. Raasi Mahalir Self Help Group
   WZ/8, Soudamman kovil street,
   Bodinaickanur
2. Raasi Mahalir Self Helo Group
   Represented by its Animator
   V. Amaravathi
3. Raasi Mahalir Self Helo Group
   Represented by its
   Representative No.1, S. Malathi
4. Raasi Mahalir Self Helo Group
   Represented by its
   Representative No.2, R. Thamilarasi
5. K. Eswari
6. N. Selvi
7. N. Suriyakala
8. S. Malarvizhi
9. V. Veeralakshmi
10. M. Senthamarai
11. M. Petchiyammal
12. B. Nirmala
13. K. Sasikala
14. M. Selvi

15. M. Panjavarnam
16. R. Ragini ...Defendants

This suit was coming up on 07.08.2026 for final hearing before me in the presence of Thiru. R. Baskaran, Advocate for the Plaintiffs and Thiru. K.S.N. Shivamanu, Advocate for the 15th Defendant, having not filed a written statement, called absent and set exparte and the Defendants 1 to 12, 14 and 16 were called absent and set exparte and the 13th Defendant having reported dead and upon hearing the arguments of plaintiff's sides and perusing the evidence, documents, the case having stood over for consideration till this day, this Court delivers the following:-

JUDGMENT

The plaintiff bank represented by the Branch Manager had instituted the suit for passing of decree directing the defendants to pay the suit claim of Rs.13,44,982/- with subsequent interest at 13.20 % per annum on the principal amount of Rs.2,50,000/- from the date of plaint till the date of realization and for cost of the suit.

2. The facts stated in the plaint in brief is as follows.

The plaintiff is a Bank a body incorporated under Banking Companies (Acquisition and Transfer of undertaking) Act V of 1970 having its Head Office at Bangalore, Karnataka State-560002 and a branch at Bodinaickanur among other branches. It is represented in these proceedings by its Chief Manager, Sri. A.J. Jackish Paul, Canara Bank, Bodinaickanur Branch who is competent under Order 29 Rule 1

C.P.C. to sign pleading and conduct proceedings on its behalf.

The 1st defendant is the Raasi Mahalir Self Help Group (A/c.No.1002801028942) running at W/8, Soudamman kovil street, Therku raja veethi, Bodinaickanur Town & Taluk, Theni District and the defendants 2 to 4 are President, Secretary and Treasurer of the 1st defendant. The said Raasi Mahalir Self Help Group was formed by the all members jointly consisting of 15 members including the President, Secretary and Treasurer as the defendants 2 to 4 mentioned as in the plaint to carry on savings and credit and other economic activities for mutual benefit to the members of self help group society. The self help group members shall be jointly and severally liable for all the debts contracted by the self-help group i.e., 1st defendant.

It is submitted the defendants 2 to 4 had applied for the grant of term Loan for the amount of Rs.2,50,000/- for their Self Help Group's members to various purpose. The said loan was sanctioned by the plaintiff bank on the condition of execution of necessary instruments as securities in favour of the plaintiff. As well as the said loan amount Rs.2,50,000/- was disbursed to all the members of aforesaid Self Help Group for their own promotion of interest.

On 01.03.2011 the defendants 2 to 16 on behalf of 1st defendant Self Help Group have executed Articles of agreement for M/s. Raasi Mahalir Self Help Group, Bodinaickanur in favour of the plaintiff bank up to a loan limit of Rs.2,50,000/- agreeing to repay the same with interest at the rate of 11.90% p.a. compounded monthly rests. As well as the defendants 2 to 4 on behalf of 1st defendant, M/s. Raasi Mahalir Self Help Group have jointly executed a Agreement of repayment regarding loan in favour of the plaintiff Bank, on 01.03.2011. All the defendants as members of the said 1st defendant Self Help Group executed on 01-03-2011 an Article of Agreement, Inter-Se Agreement in favour of the plaintiff bank and availed loan amount of Rs.2,50,000/-. As per the clause of Inter-Se Agreement defendants 2 to 16 have specifically authorized the 1st defendant Self Help Group and to open SB Account and avail loan amount for their mutual benefit. The present rate of interest as per Reserve Bank of India and Head Office circular / direction is 13.20% p.a. compounded monthly rests. Hence, all the defendants have to pay the due as per the account copy maintained by the plaintiff bank with jointly or severally. It was a condition of loan that the loan amount has to be paid principal along with interest.

Further, a Letter of acknowledgement of debt and security was executed by defendants 3 to 4 for themselves and on behalf of other defendants on 22.02.2014, 15.02.-2017, 06.02.2020, 08.02.2022. Hence, the suit is within time, binding all the defendants collectively. Excepting the payments as mentioned in the statement of account, the defendants 2 ot 4 for themselves and on behalf of 2 to 15 defendants have not paid the entire amount due by them in spite of repeated demands and by registered lawyer's legal notice on 20.04.2023. Further, the Plaintiff bank approached to the Defendants requesting them to repay the loan with subsequent interest. But the defendants are not taking any steps to repay the loan amount to the Plaintiff Bank. According to the ledger page of the defendants in the plaintiff's books of account taken from computer a sum of Rs.13,44,982/- is due from the defendants with with interest made up to 06.04.2023 which carries further interest tiff realization. The defendants are not entitled to claim the benefits of Act IV of 1938 and other Debt Relief Enactments since the plaintiff is a Bank exempted under the purview of the Acts. This suit is accordingly laid by the plaintiff for recovery of the amount due from the defendants as per account with subsequent interest and cost.

Hence, the plaintiff prays this court to pass a decree and Judgment in favour of the plaintiff bank by directing the defendants to pay a sum of Rs.13,44,982/- to the plaintiff Bank, with subsequent interest thereon at 13.20% p.a. with compounded monthly rests for loan amount of Rs.2,50,000/-from the date of plaint till realization and for cost of the suit.

3. The 15th Defendant has not filed a written statement, and hence, called absent and set exparte.

4. The summon was served to the defendants 1 to 12, 14 and 16 and paper publication was also effected and failed to file the written statement and the 13th defendant reported dead. Thereby, the defendants 1 to 12 and 14 to 16 were called absent and set exparte on 02.04.2026 and the matter was posted for exparte evidence on 17.04.2026. Even thereafter, the defendants have not turned up and the defendants continue to remain exparte.

5. On the side of the plaintiff, the plaintiff Bank's Branch Manager was examined as PW1 by proof affidavit and through him Ex.A1 to Ex.A7 were marked. No oral or documentary evidence has been adduced on the side of the defendants.

6. Issues:-

Upon the perusal of plaint and other materials, this court has framed the following issue for consideration:-

1) Whether the suit is to be decreed/allowed as prayed for ?

Issues:-

7. The suit is filed for the relief of recovery of money from the defendants. In order to substantiate their case, the plaintiff Bank has examined his Branch Manager Thiru. Vijayaraghavan as PW1 by proof affidavit and the facts stated in the plaint has been reiterated in his evidence and through him Exs.A1 to A7 were marked. Ex.A1 is the Original Application for loan submitted by the defendants dated 05.10.2010. Ex.A2 is the Original Loan Agreement executed between the plaintiff Bank and the defendants dated 01.03.2011. Ex.A3 is the Original Inter-Se Agreement executed by the defendants dated 01.03.2011. Ex.A4 is the Original Sponsorship Letter from NGO / SHPI dated 01.03.2011. Ex.A5 is the Original Sanction Memorandum issued by the Plaintiff Bank dated 01.03.2011. Ex.A6 is the Original Acknowledgment of Debt and Security executed by the defendants infavour of the plaintiff Bank (4 Nos.) dated

22.02.2014,15.02.2017, 06.02.2020 and 08.02.2022. Ex.A7 is the Office copy of the legal notice sent by the Plaintiff Bank to the defendants dated 24.04.2023.

8. The defendants have failed to file their written statement and neither appeared before this court nor contested the suit by cross examining PW1, the Branch Manager of the plaintiff Bank and the evidence of PW1 and the documentary evidence such as Ex.A1 to Ex.A7 goes unrebutted and unchallenged. Hence, this Court comes to the conclusion that the plaintiff has established that the defendants had applied for and availed a loan of Rs.2,50,000/- from the plaintiff Bank and had executed the necessary loan documents in favour of the plaintiff Bank. The Original Loan Agreement dated 01.03.2011 Ex.A2 and the Original Inter-Se Agreement dated 01.03.2011 Ex.A3, establishes the liability of the defendants in respect of the loan availed by them. Ex.A6 - Acknowledgment of Debt and Security in 4 Nos. dated 22.02.2014,15.02.2017, 06.02.2020 and 08.02.2022, further establishes the liability of the defendants to the plaintiff Bank. Ex.A7 the legal notice shows that, in spite of repeated demands, the defendants failed to repay the due amount. The evidence of PW1 remains unchallenged and no contradictory evidence available on the side of the defendants.

9. Such being the pleadings and documentary proofs produced by the plaintiffs, the defendants have not chosen to appear before this court. They have remained exparte. Hence, the plaintiff Bank has convincingly established that the defendants are jointly and severally liable to pay the suit claim of Rs.13,44,982/- with subsequent interest.

Therefore, the plaintiff is entitled to recover the suit claim with subsequent interest with cost of the suit. Therefore, the suit is decreed as prayed for. Accordingly, the issue is answered.

In the result, the suit is decreed with cost as prayed for. The defendants are jointly and severally are directed to pay to the plaintiff Bank a sum of Rs.13,44,982/- with subsequent interest on the principal amount of Rs.2,50,000/- at the rate of 12% p.a., from the date of suit till the date of realization.

Dictated to the Stenographer and directly computerized by him, corrected and pronounced by me in Open Court, this the 27th day of August, 2026.

A. SARAVANAKUMAR
Digitally signed by A. SARAVANAKUMAR
Date: 2026.08.27 17:17:07 +0530

Principal District Judge,
Theni.

List of Witness examined on the side of Plaintiff :-

PW1 Thiru. Vijayaraghavan (Plaintiff)

List of Exhibit marked on the side of the Plaintiffs :-

Ex.A1	05.10.2010	Original Application for loan submitted by the defendants.
Ex.A2	01.03.2011	Original Loan Agreement executed between the plaintiff Bank and the defendant.
Ex.A3	01.03.2011	Original Inter-Se Agreement executed by the defendants.
Ex.A4	01.03.2011	Original Sponsorship Letter from NGO / SHPI.
Ex.A5	01.03.2011	Original Sanction Memorandum issued by the Plaintiff Bank.

Ex.A6	22.02.2014, 15.02.2017, 06.02.2020 and 08.02.2022	Original Acknowledgment of Debt and Security executed by the defendants infavour of the plaintiff Bank (4 Nos.).
Ex.A7	24.04.2023	Office copy of the legal notice sent by the Plaintiff Bank to the defendants.

List of Witness examined on the side of Defendants :-

Nil

List of Exhibit marked on the side of the Defendants :-

Nil

A. SARAVANAKUMAR
Digitally signed by A. SARAVANAKUMAR
Date: 2026.08.27 17:17:13 +0530

Principal District Judge,
Theni.

Principal District Court,
Theni.
Copy of Judgment in
O.S. No.69/2024
Dated : 27.08.2026