



IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, THENI

PRESENT: Thiru. Swarnam J. Natarajan M.L.,

Principal District Judge, Theni

Monday, this the 27th day of April - 2026

Original Suit No.149/2025

CNR.No.TNTH01-002628-2025

Canara Bank, Narayanathevanpatti branch

represented by its Branch Manager

... **Plaintiff**

-Versus-

R. Rajasekar

... **Defendant**

This suit was coming up on 24.04.2026, for final hearing before me in the presence of Thiru. M. Muruga Dhinakaran, Advocate for the plaintiff and the defendant was called absent set exparte and upon hearing the arguments of plaintiff side and perusing the evidence, documents, the case having stood over for consideration till this day, this Court delivers the following ...

EX PARTE JUDGMENT

This is a suit filed by the plaintiff bank, Canara Bank, Narayanathevanpatti branch represented by its Branch Manager against the defendant for recovery of a



sum of **Rs.12,61,661/- (Rs.5,37,997/- + Rs.7,23,664/-)** with subsequent interest thereon at **11.05 %** per annum from the date of plaint till the date of decree and for cost of the suit.

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

(a) The plaintiff bank is incorporated under the Banking Companies Acquisition and Transfer of undertaking Act V of 1970 having its head office at 112, JC Road, Bangalore, Karnataka states having its branch at Narayanathevanpatti among other branches represented by its Branch Manager, Narayanathevanpatti competent to sign pleadings and conduct proceedings on behalf of the plaintiff bank.

(b) The defendant applied for a loan for the purpose of working capital under OD/CC scheme for a sum of **Rs.5,00,000/-** on 31.10.2022. After appraisal on the request of the defendant, the plaintiff bank was grant of a sum of Rs.5,00,000/- bearing loan account No.125002923614 dated 31.10.2022 to the defendant, the plaintiff bank sanctioned the above the said loan of Rs.5,00,000/- to the defendant, on execution of Memorandum of Agreement and other related documents in favour of the plaintiff bank by the defendant at Narayanathevanpatti on 31.10.2022. As per the loan agreement, the defendant had agreed to repay the loan with the interest at the rate of 11.05 % per annum and the defendant had agreed to repay the loan within 30



months from the date of sanction. Further the defendant agreed to repay the loan amount with 2 % penal interest over and above agreed rate of interest, when there is default. After executing the necessary documents the defendant had availed a sum of Rs.5,00,000/- on 31.10.2022 from the plaintiff bank.

(c) Further the defendant applied for a loan for the purpose of term loan under TLS scheme for a sum of **Rs.8,97,000/-** on 01.02.2023. After appraisal on the request of the defendant, the plaintiff bank was grant of a sum of Rs.8,97,000/- bearing loan account No.184002280993 dated 01.02.2023 to the defendant, the plaintiff bank sanctioned the above the said loan of Rs.8,97,000/- to the defendant, on execution of Memorandum of Agreement and other related documents in favour of the plaintiff bank by the defendant at Narayanathevanpatti on 01.02.2023. As per the loan agreement, the defendant had agreed to repay the loan with the interest at the rate of 12.20 % per annum and the defendant had agreed to repay the loan within 60 months from the date of sanction. Further the defendant agreed to repay the loan amount with 2 % penal interest over and above agreed rate of interest, when there is default. After executing the necessary documents the defendant had availed a sum of Rs.8,97,000/- on 01.02.2023 from the plaintiff bank.



(d) As per the loan agreement, the defendant had also agreed for that, if any default in repayment of single installment, the plaintiff bank is at liberty to demand the defendant to repay the principal amount along with accrued interest, without waiting for the expiry of the installment period. As per the loan agreement, the loan is subsisting as the guarantee given by the defendant is continuing one. Therefore, the defendant is liable to repay the loan amount.

(e) As per the accounts maintained by the plaintiff bank, the defendant had to pay an outstanding amount of Rs.5,34,759/- to the plaintiff bank, as on 30.09.2024, under OD/CC Scheme, an outstanding amount of Rs.7,19,209/- to the plaintiff bank, as on 01.10.2024, under TLS Scheme with further interest. As the defendant committed default in repayment of the loan amount, the plaintiff made repeated demands to the defendant and a demand notice was also sent to the defendant, by the plaintiff bank. Even after the repeated demands and the demand notice, the defendant did not come forward to settle the entire outstanding amount. The plaintiff bank took all steps to recover the outstanding amount with interest from the defendant, but all are proved in vain. As the defendant had failed to discharge the loan due to the plaintiff bank, the plaintiff is coming forward with the present suit for recovery of Rs.12,61,661/- with future interest. Hence, the present suit is filed.



3. The suit summons were duly served on the defendant. The defendant was called absent remained *exparte* on 02.04.2026 and the matter was posted for *exparte* evidence on 17.04.2026. Even thereafter, the defendant had not turned up and the defendant was set *exparte*.

4. On the side of the plaintiff, the plaintiff's Bank Branch Manager was examined as P.W.1 and Ex.A.1 to Ex.A.7 being the Application form submitted by the defendant to the plaintiff bank, Loan Agreement executed by defendant in favour of the plaintiff bank, Statement of Account, Application submitted by defendant to the plaintiff bank, Sanction Memorandum, Memorandum of Agreement executed by defendant and Statement of Account were marked on the side of the Plaintiff.

5. From the oral evidence adduced by the plaintiff through his proof affidavit, it reveals that the plaintiff bank had sanctioned the OD/CC scheme loan and TLS scheme loan amounts to the defendant, which the defendant had availed, which could be seen from the statement of accounts filed by the plaintiff bank and thereafter the defendant committed default in payment of loan amounts to the plaintiff bank. Thereby, the suit claim is in time and the plaintiff bank being nationalized bank, the defendant is due and liable to pay the suit claim and the plaintiff is entitled for the



principle compounded interest as per the terms of the loan agreements and the suit is liable to be decreed.

In the result, the suit is decreed with cost in favour of the plaintiff bank, by directing the defendants to pay the plaintiff bank the suit claim of **Rs.12,61,661/- (Rs.5,37,997/- + Rs.7,23,664/-)** within one month from the date decree with subsequent interest at **7.5%** per annum from the date of plaint till the date of decree and thereafter till the date of realization with the cost of the suit.

Dictated to the Steno-Typist, taken by her in shorthand, transcribed and typed by her with the help of voice recorder, corrected and pronounced by me, in the open court, this the 27th day of April - 2026.

**Principal District Judge,
Theni.**

List of Witness examined on the side of Plaintiff :-

P.W.1 .. Thiru. Karthikeyan (Branch Manager)

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

Ex.A1	31.10.2022	Application form submitted by the defendant to the plaintiff bank - Original
Ex.A2	31.10.2022	Loan Agreement executed by defendant in favour of the plaintiff bank - Original
Ex.A3	08.10.2024	Statement of Account – Computerized copy



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Ex.A4	01.02.2023	Application submitted by defendant to the plaintiff bank - Original
Ex.A5	01.02.2023	Sanction Memorandum - Original
Ex.A6	01.02.2023	Memorandum of Agreement executed by defendant - Original
Ex.A7	08.10.2024	Statement of Account – Computerized copy

Defendant side witness and documents :-

-NIL-

**Principal District Judge,
Theni.**



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The Principal District Court,
Theni.

O.S.No.149/2025

Fair / Draft Judgment

Date : 27.04.2026

27.04.2026

Principal District Judge,Theni