



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.184/2025

CNR.No.TNTH01-002835-2025

Canara Bank, Aundipatti branch
represented by its Branch Manager

... **Plaintiff**

-Versus-

R. Selvaganesan

... **Defendant**

This suit was coming up on 24.04.2026, for final hearing before me in the presence of Thiru. R. Baskaran, 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

The plaintiff bank represented by the Chief Manager had instituted the suit for passing of preliminary decree directing the defendant to pay the suit claim of **Rs.19,69,119/- (comprising Rs.1,39,377/-, Rs.9,68,774/-, and Rs.8,60,968/- towards three loans)**, together with subsequent interest at the respective rates of **11.35% p.a., 12.05% p.a., and 12.05% p.a.**, and with costs



of the suit from the date of plaint till the date of decree and in default, directing the schedule mentioned properties to be sold without attachment and the sale proceeds to be adjusted towards the amount decreed and if the sale amount is not sufficient to appropriate the decree amount, to proceed personally against the defendant.

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 Aundipatti among other branches represented by its Chief Manager, Aundipatti competent to sign pleadings and conduct proceedings on behalf of the plaintiff bank.

(b) The defendant approached the plaintiff's Branch at Aundipatti for the grant of a Kisan Credit Card Scheme Loan of **Rs.1,30,000/-**. A common application-cum-appraisal form for credit facilities under the agricultural loan scheme was submitted by the defendant to the plaintiff bank on 06.08.2022. On the said request, the plaintiff bank was pleased to sanction the loan of Rs.1,30,000/-, bearing Loan Account No.181009554989, in favour of the defendant, subject to the condition that the defendant shall execute the necessary instruments as securities in favour of the plaintiff bank. Accordingly,



the defendant executed an Agreement of Hypothecation for Agricultural Loan in favour of the plaintiff bank at Aundipatti on 09.08.2022, agreeing to repay the principal sum of Rs.1,30,000/- together with interest. The defendant agreed to pay interest at 9 % per annum, to be calculated and charged on the balance in the loan account and debited periodically. In the event of non-payment, such interest would be compounded with the principal outstanding balance and the defendant would become liable to pay further interest on the successive balances. The defendant also agreed to pay penal interest at 2 % per annum over the agreed rate from the date of default. The present rate of interest, as per the Head Office Circular, is 11.35 % per annum compounded with monthly rests.

(c) Further, the defendant approached the plaintiff's Branch at Aundipatti for the grant of Dairy Loan of **Rs.10,00,000/-**. A common application-cum-appraisal form for agricultural credit facilities was submitted by the defendant to the plaintiff bank on 06.08.2022. On such request, the plaintiff bank sanctioned a loan of Rs.10,00,000/-, bearing Loan Account No.184001614845, subject to the execution of the necessary instruments as securities in favour of the bank. Accordingly, the defendant executed a Memorandum of Agreement for Agricultural Loan in favour of the plaintiff bank at Aundipatti on 06.08.2022, agreeing to repay the said sum of Rs.10,00,000/- together with



interest. The defendant agreed to pay interest at 10.60% per annum, which shall be calculated and charged on the outstanding balance and debited to the account every month. In the event of default, such interest shall be compounded with the principal balance, and the defendant shall also be liable to pay penal interest at 2% per annum over the agreed rate. The prevailing rate of interest as per the Head Office Circular is 12.05% per annum compounded with monthly rests.

(d) Subsequently, the defendant once again approached the plaintiff's Branch at Aundipatti for the grant of a Farm Development Loan of **Rs.8,00,000/-**. An application for micro and small enterprises loan was submitted by the defendant to the plaintiff bank on 06.08.2022. On consideration, the plaintiff bank sanctioned the said loan of Rs.8,00,000/-, bearing Loan Account No.182000824749, subject to the defendant executing necessary security documents in favour of the bank. Accordingly, the defendant executed a Memorandum of Agreement for Agricultural Loan in favour of the plaintiff bank at Aundipatti on 06.08.2022, agreeing to repay the said sum of Rs.8,00,000/- together with interest. The defendant agreed to pay interest at 10.60% per annum, which shall be calculated and charged on the outstanding balance and debited to the account every month. In the event of default, such interest shall be compounded with the principal balance, and the defendant shall



also be liable to pay penal interest at 2% per annum over the agreed rate. The prevailing rate of interest as per the Head Office Circular is 12.05% per annum compounded with monthly rests.

(e) The schedule mentioned property originally belonged to Senguraj and others. The said Senguraj and others executed a registered sale deed in favour of P. Sivanandithevar under a registered sale deed dated 04.04.2025 at Aundipatti Sub Registrar Office in Document No.1268/2005. The said P. Sivanandithevar and his sons are executed a registered sale deed in favour of the defendant on 13.11.2017 at Aundipatti Sub Registrar Office in Document No.4927/2017. The defendant was deposited the original title deeds relating to the said property with the plaintiff bank at Aundipatti on 28.07.2022. The said deposit was followed by registration of a Memorandum of Deposit of Title Deeds (MODT) as Document No.4618/2022, dated 29.07.2022, at the Sub-Registrar Office, Aundipatti, upto a loan amount Rs.20,00,000/-, in favour of the plaintiff bank. Thus, the plaintiff bank holds a valid and subsisting mortgage over the plaintiff schedule property.

(f) According to the ledger pages maintained by the plaintiff bank in its regular course of business, generated from the computer system, a sum of Rs.1,39,377/- on 30.09.2024, Rs.9,68,774/- on 06.03.2025 and Rs.8,60,968/- on



30.09.2024 is due from the defendant towards the respective loan accounts and the said amounts continue to carry further interest till realization. Except for the payments reflected in the statements of accounts, the defendant has failed to discharge the entire loan liability in spite of repeated demands and personal requests made by the plaintiff bank. A legal notice was also issued to the defendant on 08.03.2025, calling upon him to settle the dues, but he failed to comply. 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.19,69,119/- 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 *ex parte* on 27.02.2026 and the matter was posted for *ex parte* evidence on 13.03.2026. Even thereafter, the defendant has not turned up and the defendant was set *ex parte*.

4. On the side of the plaintiff, the plaintiff's Bank Chief Manager was examined as P.W.1 and Ex.A.1 to Ex.A.18 being the Common Application cum Appraisal forms for Credit Facilities for Agricultural Loan was given by the defendants in favour of plaintiff bank, the Memorandum of Agreements deed for Agricultural executed by the defendant in favour of the plaintiff bank, Sanction Memorandums, Registered Sale Deed executed by Songuraj and others



in favour of P. Sivanandithevar in Doc.No.1268/2005, Registered Sale Deed executed by P. Sivanandithevar his sons in favour of defendant R. Selvagesan in Doc.No.4927/2017, Registered Memorandum of Deposit of Title Deeds executed by defendant in favour of plaintiff bank in Doc.No.4618/2022, Legal Notice sent by plaintiff bank and Statements of account were marked on the side of the plaintiff.

5. The defendant did not appear before the Court and neither filed any written statement nor contested the suit by cross examining the plaintiff's witness. From the loan documents, acknowledgments of debt and statements of account, it is revealed that the defendant had borrowed the loan from the plaintiff bank and failed to discharge the same. Ex.A.12, the Memorandum of Deposit of Title Deeds (MODT), shows that the defendant had mortgaged the schedule mentioned property in favour of the plaintiff bank. Thereby, the plaintiff bank being nationalized bank, the defendant is due and liable to pay the suit claim. Hence, a preliminary decree is passed as prayed for.

In the result, the suit is decreed with cost by passing preliminary mortgage decree and the defendant is directed to pay to the plaintiff a sum of **Rs.19,69,119/- (comprising Rs.1,39,377/-, Rs.9,68,774/-, and Rs.8,60,968/- towards three loans)** with subsequent interest for the principal amount of



Rs.19,30,000/- (Rs.1,30,000/- + Rs.10,00,000/- + Rs.8,00,000/-) at the rate of 7.5% p.a., from the date of suit till the date of decree and thereafter, at the rate of 6% p.a., from the date of decree to till the date of realization. Time for payment of amount is three months. On failure of the defendant to repay the loan amount, the plaintiff is entitled for final decree as prayed for.

Dictated to the Steno-Typist, taken by her in shorthand, transcribed and typed by her with the help of voice recorder, and Microsoft 365, corrected and pronounced by me, in the open court, this the 27th day of April - 2025.

**Principal District Judge,
Theni.**

List of Witness examined on the side of Plaintiff :-

P.W.1 - Thiru. Gowtheeshwaran (Assistant Manager)

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

Ex.A1	06.08.2022	Common Application cum Appraisal form for Credit Facilities for Agricultural Loan was given by the defendants in favour of plaintiff bank (KCCS Loans) - Original
Ex.A2	06.08.2022	The Memorandum of Agreement deed for Agricultural executed by the defendant in favour of the plaintiff bank - Original
Ex.A3	06.08.2022	Sanction Memorandum – Original



Ex.A4	06.08.2022	Common Application cum Appraisal form for Credit Facilities for Agricultural Loan was given by the defendants in favour of plaintiff bank (Dairy Loan) - Original
Ex.A5	06.08.2022	The Memorandum of Agreement deed for Agricultural executed by the defendant in favour of the plaintiff bank - Original
Ex.A6	06.08.2022	Sanction Memorandum – Original
Ex.A7	06.08.2022	Common Application cum Appraisal form for Credit Facilities for Agricultural Loan was given by the defendants in favour of plaintiff bank (Farm development loan) - Original
Ex.A8	06.08.2022	The Memorandum of Agreement deed for Agricultural executed by the defendant in favour of the plaintiff bank - Original
Ex.A9	06.08.2022	Sanction Memorandum - Original
Ex.A10	04.04.2005	Registered Sale Deed executed by Songuraj and others in favour of P. Sivanandithevar in Doc.No.1268/2005 - Original
Ex.A11	13.11.2017	Registered Sale Deed executed by P. Sivanandithevar his sons in favour of defendant R. Selvaganesan in Doc.No.4927/2017 - Original
Ex.A12	29.07.2022	Registered Memorandum of Deposit of Title Deeds executed by defendant in favour of plaintiff bank in Doc.No.4618/2022 - Original
Ex.A13	08.03.2025	Legal Notice sent by plaintiff bank – Office Copy
Ex.A14	---	Statement of account (KCCS Loan) – Computerized copy



Ex.A15	---	Statement of account (Dairy Loans) – Computerized copy
Ex.A16	---	Statement of account (Farm Development Loan) – Computerized copy

Defendant side witness and documents :-

-NIL-

**Principal District Judge,
Theni.**



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The Principal District Court,

Theni.

O.S.No.184/2025

Fair / Draft Judgment

Date : 27.04.2026