IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, THENI

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

Principal District Judge, Theni

Wednesday, this the 15th day of April - 2026

Original Suit No.247/2025

CNR.No.TNTH01-004231-2025

Canara Bank, Thevaram branch
represented by its Branch Manager … **Plaintiff**

-Versus-

Diraviam … **Defendant**

This suit was coming up on 09.04.2026 for final hearing before me in the presence of Thiru. M. Muruga Dhinakaran, Advocate for the plaintiff and of Thiru. S. Selvaraj, Advocate for the defendant and after 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 …

E X P A R T E J U D G M E N T

The plaintiff bank represented by the Branch Manager had instituted the suit for passing of preliminary decree directing the defendant to pay the suit claim of **Rs.12,04,025/-** with subsequent interest at **13 %** per annum with cost 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 Thevaram among other branches represented by its Branch Manager, Thevaram competent to sign pleadings and conduct proceedings on behalf of the plaintiff bank.

(b) The defendant applied for a loan for the purpose of repairs and replacement under CKOD Scheme for a sum of **Rs.4,22,000/-** on 03.03.2022. After appraisal on the request of the defendant, the plaintiff bank was grant of a sum of Rs.4,22,000/- bearing loan account No.181005787698 dated 03.03.2022 to the defendant, the plaintiff bank sanctioned the above the said loan of Rs.4,22,000/- to the defendant, on execution of Memorandum of Agreement and other related documents in favour of the plaintiff bank by the defendant at Thevaram on 03.03.2022. As per the loan agreement, the defendant had agreed to repay the loan with the interest at the rate of 9.55 % per annum and the defendant had agreed to repay the loan within 12 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.4,22,000/- on 03.03.2022 from the plaintiff bank.

(c) Further the defendant applied for a loan for the purpose of crop cultivation under KCCS scheme for a sum of **Rs.3,00,000/-** on 03.03.2022. After appraisal on the request of the defendant, the plaintiff bank was pleased to grant of a sum of Rs.3,00,000/- bearing loan account No.181005787596 dated 03.03.2022 to the defendant, the plaintiff bank sanctioned the above the said loan of Rs.3,00,000/- to the defendant, on execution of Memorandum of Agreement and other related documents in favour of the plaintiff bank by the defendant at Thevaram on 03.03.2022. As per the loan agreement, the defendant had agreed to repay the loan with the interest at the rate of 8.65 % 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.3,00,000/- on 03.03.2022 from the plaintiff bank.

(d) Further the defendant applied for a loan for the purpose of farm development loan under FDL Scheme for a sum of **Rs.2,00,000/-** on 24.03.2022. After appraisal on the request of the defendant, the plaintiff bank was pleased to grant of a sum of Rs.2,00,000/- bearing loan account No.182000590912 dated 24.03.2022 to the defendant, the plaintiff bank sanctioned the above the said loan of Rs.2,00,000/- to the defendant, on execution of Memorandum of Agreement and other related documents in favour of the plaintiff bank by the defendant at Thevaram on 24.03.2022. As per the loan agreement, the defendant had agreed to repay the loan with the interest at the rate of 9.95 % 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.2,00,000/- on 24.03.2022 from the plaintiff bank.

(e) The schedule mentioned properties belongs to the defendant, which he acquired through a registered sale deed dated 06.05.2013, vide registered document No.1269/2013, registered sale deed dated 06.05.2013, vide registered document No.1270/2013, registered sale deed dated 18.06.2014, vide registered document No.1469/2014 and registered sale deed dated 07.05.2014, vide registered document No.1049/2014, at the office of the Sub Registrar, Thevaram. At the request of the plaintiff bank, the defendant deposited his original title deeds and other related documents in respect of the schedule mentioned properties, with an intention to create equitable mortgage and the defendant executed a registered Memorandum of Deposit of Title deeds (MODT) in favour of plaintiff bank on 01.02.2022, vide registered document No.411/2022, at the office of the Sub Registrar, Thevaram as there is name correction on the said Memorandum of Deposit of Title deeds (MODT), the defendant executed a registered rectification deed dated 28.02.2022, vide registered document No.615/2022 and the defendant sent a letter of confirmation of Mortgage creation in favour of the plaintiff bank for the repayment of all amounts advanced to the defendant.

(f) As per the Memorandum of Agreement, the defendant had also agreed 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. The defendant as borrower and as a guarantor are liable to repay the said loan. the defendant is very irregular in repaying the monthly installment of loan amount as agreed and the defendant not adhered to the repayment schedule and committed default.

(g) As per the accounts maintained by the plaintiff bank, the defendant had to pay an outstanding amount of Rs.5,50,846/- to the plaintiff bank, as on 22.06.2025 under CKOD Scheme, an outstanding amount of Rs.3,61,282/- to the plaintiff bank, as on 22.06.2025 under KCCS Scheme, an outstanding amount of Rs.2,54,093/- to the plaintiff bank, as on 22.06.2025 under FDL 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.12,04,205/- with future interest. Hence, the present suit is filed.

3. The suit summons were duly served on the defendant and the defendant entered appearance through his counsel Thiru. S. Selvaraj, and had not filed written statement and the defendant remained exparte on 06.03.2026 and the matter was posted for exparte evidence on 27.03.2026. Even thereafter the defendant has 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.18 being the Applications-cum-Appraisals for Credit Facility submitted by the defendant to the plaintiff bank, Sanction Memorandums, Memorandum of Agreements, Statement of Accounts, registered sale deeds standing in the name of the defendant in Document Nos.1269/2013, 1270/2013, 1049/2014 and 1469/2014 and Memorandum of Deposit of Title Deeds executed by the defendant in favour of the plaintiff bank in Document No.411/2022 and Memorandum of deposit of Title deeds Rectification executed by the defendant in favour of the plaintiff bank in document No.615/2022 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.A17, the Memorandum of Deposit of Title Deeds (MODT), shows that the defendant had mortgaged the suit schedule 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.12,04,025/- (Rs.5,69,986/- + Rs.3,70,807/- + Rs.2,63,232/-)** with subsequent interest for the principal amount of **Rs.9,22,000/- (Rs.4,22,000/- + Rs.3,00,000/- + Rs.2,00,000/-)** 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 15th day of April - 2026.

SWARNAM J NATARAJAN
Digitally signed by SWARNAM J NATARAJAN
Date: 2026.04.16 10:49:10 +0530

Principal District Judge,
Theni.

List of Witness examined on the side of Plaintiff :-

P.W.1 - Thiru. Marikannan

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

Ex.A1	03.03.2022	The Application cum Appraisal form for credit facility submitted by defendant to plaintiff bank - Original
Ex.A2	03.03.2022	Sanction Memorandum - Original
Ex.A3	03.03.2022	The Memorandum of Agreement for agricultural loan executed by the defendant - Original
Ex.A4	26.09.2025	Statement of Accounts - Computerized copy
Ex.A5	03.03.2022	The Application cum Appraisal form for credit facility submitted by defendant to plaintiff bank - Original
Ex.A6	03.03.2022	Sanction Memorandum - Original
Ex.A7	03.03.2022	The Memorandum of Agreement for agricultural loan executed by the defendant - Original
Ex.A8	26.09.2025	Statement of Accounts - Computerized copy
Ex.A9	24.03.2022	The Application cum Appraisal form for credit facility submitted by defendant to plaintiff bank - Original
Ex.A10	24.03.2022	Sanction Memorandum - Original
Ex.A11	24.03.2022	The Memorandum of Agreement for agricultural loan executed by the defendant - Original
Ex.A12	26.09.2025	Statement of Accounts - Computerized copy
Ex.A13	06.05.2013	Registered sale deed in the name of defendant in document No.1269/2013 - Original
Ex.A14	06.05.2013	Registered sale deed in the name of defendant in document No.1270/2013 - Original
Ex.A15	07.05.2014	Registered sale deed in the name of defendant in document No.1049/2014 - Original

Ex.A16	18.06.2014	Registered sale deed in the name of defendant in document No.1469/2014 - Original
Ex.A17	01.02.2022	Memorandum of deposit of Title deeds executed by the defendant in favour of the plaintiff bank in document No.411/2022 - Original
Ex.A18	28.02.2022	Memorandum of deposit of Title deeds Rectification executed by the defendant in favour of the plaintiff bank in document No.615/2022 - Original

Defendant side witness and documents :-

-NIL-

SWARNAM J NATARAJAN

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Date: 2026.04.16 10:49:16 +0530

Principal District Judge,
Theni.

The Principal District Court,

Theni.

O.S.No.247/2025

Fair / Draft Judgment

Date : 15.04.2026