IN THE COURT OF THE DISTRICT MUNSIF, UTHAMAPALAYAM

Present: Tmt. M. Praveena, M.L.,

District Munsif, Uthamapalayam

Tuesday, 9th day of July, 2026

<u>Original Suit No. 147/2025</u>

(CNR.No. TNTH06-000165-2025)

Canara Bank, Odaipatty.
Branch represented by its Manager ... Plaintiff

/Vs/

1. S. Vignesh
2. P.Sivakumar ... Defendant

This suit is coming on 06.07.2026 for final hearing before me in the presence of Thiru. R. Gunasekaran, M.A., B.L, Advocate for the plaintiff and due to the non appearance of defendants, exparte order was passed against them on 10.04.2026 and upon hearing the argument of plaintiff side, after perusing the case records and having stood over for consideration till this date, this court passed the following:-

<u>Judgment</u>

The plaintiff herein seeking the relief for recovery of amount for a sum of Rs.84,673/- along with interest at the rate of 10.95% per annum with cost of this suit from the defendant.

<u>2. The averments in the plaint is as follows:-</u>

The 1st & 2nd defendants are the son and father approached the plaintiff Bank and requested the plaintiff bank to grant them an Educational Loan up to a limit of Rs. 42,400/- for the 1st defendant and in this regard, application form for educational loan was given by the defendants to the plaintiff on 08.10.2013 and on the request of the defendants, the plaintiff was pleased to grant the loan of Rs. 42,400/- as per the requirement an condition, the plaintiff disbursed the amount of Rs. 42,400/- bearing Loan Account No. 4466651000005 to the 1st and 2nd defendants, as per the statement of account.

Further, the plaintiff stated that the defendants have executed a educational loan agreement and other related documents infavour of the plaintiff at Odaipatty Branch, on 07.11.2013 for Rs 42,400/- (Rupees Forty Two Thousand four hundred only) and in the agreement, the defendants have agreed to repay the loan borrowed by them as per the agreement of the plaintiff dated 07.11.2013 in 120 equated monthly installments as per month commencing from June 2017 and the defendants have also agreed to repay the loan amount at rate of interest of 11.45% as per the terms and conditions as stated in the educational loan agreement having received the loan amount as per the statement of the account.

Further, the plaintiff stated that they have agreed to repay the loan amount with 2% penal interest over and above agreed rate of interest and so, the present rate of interest as per head office circular is 10.95 % per annum compounded monthly basis and the loan amount as per requirement of college and the same was paid on behalf of the 1st defendant to the educational institution as per the particulars given in the Account Copy filed along with the plaint and the 1st and 2nd defendants have also agreed to repay the loan with interest as per such rate interest changing from time to time as per the directions of Reserve Bank of India/Head Office and therefore, all the defendants are liable to repay the loan amount jointly and severally.

Further, the plaintiff stated that the defendants have also agreed that if they commit default in payment of any singly installment, the plaintiff is at liberty to demand the 1st and 2nd defendants to repay the whole loan amount due to the plaintiff without waiting for the expiry of the installment period and meanwhile, the 1st has completed Diploma in Civil Engineering (3 years Course) for the 1st defendant in the year May 2016 and as per the repayment condition of the loan, the repayment of period of loan is 120 months commencing from June 2017 and the defendants have to repay monthly installment without any default and Further, both the defendants have executed acknowledgment of debt and security on 31.10.2016, 20.09.2019, 05.09.2022 & 28.03.2025 and further, the 1st defendant has completed the Diploma in Civil Engineering (3 years Course) in the year of May 2016, so repayment would commence after 12 months of completion of course or 6 months after getting employment, which ever is earlier.

Further, the plaintiff stated that he issued the legal notice to defendants on 02.05.2025 bu in vain and the suit is not barred by limitation and as per the agreement, the acknowledgment made by any one of the defendants is binding upon another defendant also and hence the suit is within time, considering the letter of acknowledgment of debt executed by them and the defendants were very irregular in repaying the monthly installment of loan amount as agreed and they have no adhered to the repayment schedule and the have committed default and as per the accounts maintained by the plaintiff, the defendants have still to pay the balance of Rs.81,120/-(Rounded off) as on 28.03.2025 and as the defendant have failed to discharge the loan due to the plaintiff, the plaintiff is coming forward with this suit for recovery of Rs. 84,673/- as found in the particulars of claim given hereunder with interest at the rate of 10.95% (including 2%Penal) with monthly interest as per the circulars issued by the head office now and then. Hence, this suit is filed.

3. Due to the non appearance of the defendants, exparte order was passed against them on 10.04.2026.

4. The Branch Manager of plaintiff Bank was examined as PW 1 and Ex.A1 to Ex.A10 were marked on the side of plaintiff.

5. The point for determination is that whether the plaintiff is entitled to the relief of recovery of money as prayed for ?

6. On perusal of this suit, the plaintiff herein seeking the relief of recovery of the amount for a sum of Rs.84,673/- with the interest at the rate of 10.95% per annum. The case of plaintiff is that defendants are borrowed a educational loan for a sum of Rs.42,400/- from the plaintiff bank on 07.11.2013 and in this regard, the defendants are executed the sanction memorandum and educational loan agreement in respect of loan amount of Rs.42,400/- and the loan amount was disbursed to the defendants through his bank account and the defendants also agreed to repay the said amount with interest and the duration of the repayment of loan is 120 monthly installments and the repayment of the loan is commencing from June 2017 and defendants agreed to repay the monthly installment without any default and the defendants have executed the acknowledgment of debt and security on 31.10.2016, 20.09.2019, 05.09.2022 and 28.03.2025 and further, the 1st

defendant has completed course of Diploma in Civil Engineering, 3 years course in the year of May 2016 so, the repayment would commence after 12 months of completion of course or 6 months after getting employment whichever is earlier and the plaintiff issued legal notice to the defendant on 02.05.2025 and therefore, this suit is not barred by limitation and eventhough, the legal notice dated 02.05.2025 issued to the defendants but they did not come forward to give the reply nor pay the debt amount and prays to decree the suit as prayed for.

7. On the side of the plaintiff, the Branch Manager of the plaintiff bank was examined as PW1 and Ex.A1 to A 10 were marked through him. Ex.A1 is the loan application submitted by the defendants to the plaintiff bank on 08.10.2013. Ex.A2 is Sanction Memorandum for educational loan issued by the plaintiff bank on 09.10.2013. Ex.A3 is the educational loan agreement executed between the plaintiff and defendants dated: 07.11.2013. Ex.A4 is the certificate given by the principal of GMS-MAVVMM Polytechnic College, Alagarkovil, Madurai dated 03.07.2014. Ex.A5 to A8 are the Acknowledgment of debt and securities dated 31.10.2016, 20.04.2019, 05.09.2022 & 28.03.2025. Ex.A9 is the legal notice dated 21.05.2025. Ex.A10 is the Computerized copy of the bank statement of the 1st defendant.

8. Ex.A2 to A8 clearly reveals that the defendants were borrowed the educational loan from the plaintiff bank and they committed the default in repayment of the loan amount. Due to the non appearance of the defendants, exparte order was passed against them on 10.04.2026. On perusal of Ex.A 10 i.e. the loan statement of the 1st defendant which clearly shows that the outstanding amount payable by the defendants is Rs.81,120/-. None of the document as well as witnesses produced by the defendants to disprove the case of the plaintiff. In these circumstances, this court considers that the plaintiff has proved his case as per the documents filed by him. Hence, this court is inclined to pass the decree infavour of the plaintiff.

In the result,

This suit is decreed, and defendants are jointly and severally liable to repay the loan amount and it is ordered that the plaintiff is entitled to recover a sum of Rs. 84,673/-

with interest at the rate of 10.95% per annum from the date of plaint to till its realization with cost.

Dictated by me to the Steno-typist, and typed by her, corrected and pronounced by me in Open Court, on this the 9th day of July 2026.

PRAVEENA Digitally signed by PRAVEENA Date: 2026.07.09 19:29:11 +0300

District Munsif,
Uthamapalayam.

Plaintiff Side Witnesses:-

P.W.1	Mr. Unnikrishnan, Branch Manager, Canara Bank, Odaipatty.

Plaintiff Side Documents:-

Ex.A1	08.10.2013	Loan application submitted by the defendants to the plaintiff bank
Ex.A2	09.10.2013	Sanction Memorandum for educational loan issued by the plaintiff bank
Ex.A3	07.11.2013	Educational loan agreement executed between the plaintiff and defendants
Ex.A4	03.07.2014	Certificate given by the principal of GMS-MAVVMM Polytechnic College, Alagarkovil, Madurai
Ex.A5	31.10.2016	Acknowledgment of debt and security
Ex.A6	20.04.2019	Acknowledgment of debt and security
Ex.A7	05.09.2022	Acknowledgment of debt and security
Ex.A8	28.03.2025	Acknowledgment of debt and security
Ex.A9	21.05.2025	Legal notice issued by the plaintiff bank
Ex.A10	24.04.2025	Computerized copy of the bank statement of the 1st defendant

Defendant Side Witnesses:- Nil

Defendant Side Documents :- Nil

PRAVEENA Digitally signed by PRAVEENA Date: 2026.07.09 19:29:16 +0300

District Munsif,
Uthamapalayam.

Fair / Draft Judgment

O.S.No.147/2025

D.D. 09.07.2026