IN THE COURT OF THE DISTRICT MUNSIF, UTHAMAPALAYAM

PRESENT: TMT. M. PRAVEENA, M.L.,

DISTRICT MUNSIF, UTHAMAPALAYAM

Friday, 10th day of July- 2026

Original Suit No. 221/2023
(CNR.No. TNNM04-000327-2023)

TamilNadu Grama Bank, Gudalur Branch
through its Branch Manager .. Plaintiff

/Vs/

C.Rajan .. Defendant

This suit is coming on 07.07.2026 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 defendant, exparte order was passed against him on 15.09.2025 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:-

Judgment

The plaintiff herein seeking the relief for recovery of amount for a sum of Rs.88,522/- with interest at the rate of 11.75% per annum from the date of plaint till realization with cost of this suit from the defendant.

2. The averments in the plaint is as follows:-

The plaintiff stated that the defendant approached the Plaintiff Bank and requested the Plaintiff to Diary Loan for limit of Rs.90,000/- and submitted loan application on 30.12.2017 and on the request of defendant, the plaintiff was pleased to grant the loan of Rs.90,000/- on 30.12.2017 bearing Loan A/c.No. 10083629062 to the defendant and the said loan was sanctioned by the plaintiff on condition of execution of necessary instruments as securities in favour of the Plaintiff Bank and the defendant signing the same as applicant.

Further, the plaintiff stated that accordingly, the Defendant has executed Demand Promissory Note and other related documents in favour of Plaintiff Bank at Gudalur branch for Rs.90,000/- on 30.12.2017 agreeing to repay the same on demand with interest at 11.75% per monthly and agreeing to repay the loan to the plaintiff 60 monthly installments of Rs.2000/-each with interest, commencing from 15.02.2018 and the defendant agreed to pay interest at 11.75% per monthly and such interest shall be calculated and charged on the balance in the account and be debited to the account and payable every month, if the interest is not paid, the same shall become compounded with the principal balance outstanding in the account of such balance and on such successive balances the defendants shall become liable to pay further interest from to time to time provided that the interest payable by the defendant shall be subject to change in the interest rates made by bank from time to time and therefore, the present rate of interest as per the Reserve Bank of India direction is 11.75% (Including 2% Penal) per annum.

Further, the plaintiff stated that the defendant has executed revival Letter on 15.03.2019 and 08.12.2020 and hence, the suit is not barred by limitation and excepting the payments as mentioned in the account, the Defendant has not paid the entire amount due by them in spite of repeated demand and Legal notice was sent on 18.11.2023 through RPAD, against the defendant and but in vain and the Defendant was very irregular in repaying the monthly installment of loan amount as agreed and they have not adhered to the repayment schedule and they have committed default. As per the Accounts maintained by the Plaintiff, the Defendant has still to pay the balance of Rs. 88,408/- as on 02.12.2023 with interest.

The Defendant has failed to discharge the loan due to the Plaintiff, and hence the Plaintiff is coming forward with this Suit for the recovery of Rs. 88,522/- as found in the particulars of claim given hereunder with compound interest at the rate of 11.75% (Including 2% Penal Interest) with monthly interests and for the costs of the suit. Hence, this suit is filed.

3. Due to the non appearance of the defendant, exparte order was passed against him on 15.09.2025.

4. The Branch Manager of Plaintiff Bank was examined as PW1 and Ex.A1 to Ex. A7 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. 88,522/- with the interest at the rate of 11.75% per annum. The case of plaintiff is that defendant is borrowed a sum of Rs.90,000/- from the plaintiff bank on 30.12.2017 and in this regard, the defendant executed the demand promissory note dated on 30.12.2017 for a sum of Rs.90,000/- with interest at the rate of 11.75% and the loan amount was disbursed to the defendant through his bank account and the defendant also agreed to repay the said amount with interest and the duration of the repayment of loan is 60 monthly installments and the repayment of the loan starts from 15.02.2018 and the defendant gave an acknowledgment of debt and security in favour of the plaintiff bank on 15.03.2019 & 08.12.2020 and also stated that the defendant did not come forward to repay the loan amount or to reply the legal notice given by the plaintiff.

7.On the side of the plaintiff, the Branch Manager was examined as PW1 and Ex.A1 to A7 were marked through him. Ex.A1 is the loan application . Ex.A2 is the demand promissory note dated 30.12.2017 executed by defendant in favour of plaintiff bank. Ex.A3 is the letter of undertaking given by the defendant in favour of plaintiff bank. Ex.A4 is the revival letter dated 15.03.2019 executed by the defendant in favour of plaintiff bank. Ex.A5 is the acknowledgment of debt dated 08.12.2020 executed by the defendant in favour of plaintiff bank. Ex.A.6 is the legal notice dated. 18.11.2023 given by the plaintiff bank to the defendant. Ex.A7 is the loan statement of the defendant.

8. Ex.A1 to A7 clearly reveals that the defendant was borrowed the loan amount from the plaintiff bank and he was committed the default in repayment of the loan amount. Due to the non appearance of the the defendant, exparte order was passed against him on 15.09.2025. On perusal of Ex.A7 that is the loan statement of the defendant which clearly shows that the outstanding amount payable by the defendant is Rs.88,408/-. None of the document as well as witnesses produced by the defendant 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 in favour of the plaintiff in the interest of justice.

In the result,

this suit is decreed, and defendant is liable to repay the loan amount and it is ordered that the plaintiff is entitled to recover a sum of Rs.88,552/- with interest at the rate of 11.75% 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 10th day of July - 2026.

PRAVEENA Digitally signed by PRAVEENA Date: 2026.07.10 18:58:17 +0300

District Munsif,
Uthamapalayam.

Plaintiff Side Witnesses:-

P.W.1	Mr Dony Antony, Branch Manager, TamilNadu Grama Bank, Gudalur.

Plaintiff Side Documents:-

Ex.A1	30.12.2017	Loan application given by the plaintiff bank
Ex.A2	30.12.2017	Demand promissory note executed by the defendant infavour of plaintiff bank
Ex.A3	30.12.2017	The letter of undertaking given by the defendant infavour of plaintiff bank
Ex.A4	15.03.2019	The revival letter executed by the defendant infavour of plaintiff bank
Ex.A5	08.12.2020	The acknowledgment of debt executed by the defendant in favour of plaintiff bank
Ex.A6	18.11.2023	The legal notice given by the plaintiff bank to the defendant.
Ex.A7	--	Loan statement of the defendant.

Defendant Side Witnesses:- Nil

Defendant Side Documents :-   Nil

PRAVEENA Digitally signed by PRAVEENA Date: 2026.07.10 18:58:24 +0300

District Munsif,
Uthamapalayam.

<u>Fair / Draft Judgment</u>

O.S.No. 221/2023

D.D. 10.07.2026