IN THE COURT OF THE ADDITIONAL DISTRICT AND SESSIONS JUDGE, PERIYAKULAM, THENI DISTRICT.

Present: Thiru. C.SANKAR, B.A. M.L. PGDCFS.,
Additional District and Sessions Judge,
Periyakulam, Theni District.

Monday, the 01st day of June, 2026.

ORIGINAL SUIT No.16/2023
(CNR.No. TNTH090000222023)

Canara Bank, Periyakulam Branch
Through its Chief Manager,
... Plaintiff

/Vs/

1. P.Gopinath
2. S.Pasupathi (Died)
(Amended as per order in I.A.No.03/2026 dated 06.02.2026)
... Defendants

This suit came up for final hearing before this Court on 29.04.2026, in the presence of Thiru.R.Baskaran,Advocate for the Plaintiff, and the 1st Defendant having been called absent and set exparte and having stood over till this day for consideration, this court delivered the following:

JUDGMENT

Suit is filed for recovery of money based on Accounts.

2. The averments made in the plaint are as follows:

On 12.09.2005 the Plaintiff agreed to advanced loan to the 1st defendant under Education loan Account Nos.1017651010023 and 1017651018397 to Rs.43,000/- and

Rs.2,10,000/- for D.C.E. Accordingly, the Plaintiff has sanctioned the loan on 12.09.2005 to the Defendants and the Defendants have executed the Education Term loan Agreement on 12.09.2005 for Rs.2,53,000/- and they agreed to repay the loan with interest at the rate of 11.75% per annum with monthly rests, calculated to the highest monthly balance. The present rate of interest is 12%. The loan would be repayable in equated monthly installments in 60 months after commencement of the repayment. The repayment installment will commence one year after the course or completion of the course or after 6 months of getting a job, whichever is earlier. The Defendants did not repay the loan amount as agreed. Further, the Defendants have executed revival letters dated 19.10.2007, 18.10.2010,17.12.2012, 05.11.2014, 25.10.2017 & 20.10.2020 and hence the suit claim is not barred by law of limitation. The Plaintiff is Banking Institution, the various Debt Relief Act are inapplicable to this suit. Copy of the account relating to the Defendant's transactions is herewith furnished which is prima facie evidence under the Banker's Book Evidence Act. The Defendant Account is categorized as Non performing account, the system will only accrue the interest portion is separately and the same will be applied at the time of closure of loan account as per Bank Norms. The suit is laid for the recovery of Rs.15,00,184/- with subsequent interest at the rate of 13.95% from the date of plaint till the date of realization. So the suit is filed for recovery of money.

3. The Defendants remain exparte

4. On the side of Plaintiff, PW1 examined and Ex.A1 to Ex.A7 marked. No evidence let in on the side of Defendants.

5. The point for determination is whether the Plaintiff is entitled to recover the loan amount from the Defendants?

6. <u>Discussion and Decision</u> :-

The PW 1 Chief Manager deposed that on 12.09.2005 the defendants borrowed a sum of Rs.43,000/- and Rs.2,10,000/- from the plaintiff agreeing to the repay the same with interest at a rate of 11.75% per annum and executed agreement. Under Ex.A3 sum of Rs.2,53,000/- was sanctioned to the defendants. Further the Ex.A1 and Ex.A2 agreement having been executed by the defendants would go to show that the defendants agreed to repay the loan amount with interest. Considering the all evidence, it is proved that defendants borrowed Rs.2,53,000/- from the plaintiff on 12.09.2005. Further the defendants executed Ex.A4 series revival letters acknowledging the debts borrowed from the plaintiff. Therefore the suit is filed within limitation. The PW1 further stated that the defendants failed to repay the loan amount. This statement is substantiated from Ex.A7 statement of account being maintained by the plaintiff. Therefore it is proved that the defendants liable to pay sum of Rs.15,00,184/- to plaintiff with interest at rate of 13.95% per annum. Accordingly the point is answered affirmatively.

In the result, the suit is allowed with cost and directing the 1st Defendant to pay Rs.15,00,184/- together with interest at the rate of 9% per annum on the principal sum of Rs.2,53,000/- from 21.09.2022 to the date of decree thereafter at 6% p.a until realization of Decree to the Plaintiff.

Dictated by me, directly typed Stenographer into computer, corrected and pronounced be in the in the open Court, this the **01st day of June, 2026**.

SANKAR Digitally signed by SANKAR Date: 2026.06.01 12:10:57 +0530

Additional District and Sessions Judge,
Periyakulam.

List of Plaintiff side Witnesses:

P.W.1.	**-**	**Thiru.S.Balasubramanian, Assistant Manager**

List of Plaintiff side Documents:

Ex.A.1.	12.09.2005	Loan Application	Original
Ex.A.2.	10.08.2005	Loan Application	Original
Ex.A.3.	12.09.2005	Loan agreement executed by Defendants	Original
Ex.A.4.	19.10.2007 18.10.2010 17.12.2012 05.11.2014 25.10.2017 & 20.10.2020	Acknowledgment of debt and security(6 Nos.)	Originals
Ex.A.5.	27.07.2022	Legal Notice with Postal receipts	Office Copy
Ex.A.6.	29.07.2022	Acknowledgment Card	Original
Ex.A.7.	23.08.2022	Loan Account Statements (Nos.2)	True Copies

List of Defendants side Witnesses and Documents:- -NIL-

SANKAR Digitally signed by SANKAR Date: 2026.06.01 12:11:05 +0530

Additional District and Sessions Judge,
Periyakulam.

Additional District &
Sessions Court,
Periyakulam, Theni
District.
OS.No.16/2023
Fair/Draft : Judgment.
Dated :01.06.2026.