



**BEFORE THE III ADDITIONAL DISTRICT AND SESSIONS JUDGE,
TIRUPPUR AT DHARAPURAM**

PRESENT : **Thiru.C.M.SARAVANAN.,B.A.,L.L.M, (TN01609)**
III ADDITIONAL DISTRICT AND SESSIONS JUDGE,
DHARAPURAM.

Friday, 17th day of April 2026

O.S. No. 471 of 2025

[CNR.No.TNTI030003022025]

Canara Bank, Dharapuram

represented by it's

Branch Manager

... Plaintiff

/ Vs /

K.Govindasamy

... Defendant

This Suit came up for final hearing before me on 17.02.2026 in the presence of Shri.Mr.K.Vijay, Advocate for the Plaintiff, and Shri.T.Sivakkumar Advocate for the Defendant and withdraw the Vakalat, and Defendant and subsequently has remained set *exparte*, and the case having stood over for my consideration till this day, I delivered the following:-

JUDGMENT

The plaintiff has filed the suit based on mortgage against the Defendant directing him to pay to the plaintiff bank a sum of Rs.4,72,158.44/-, Rs.4,80,492/- and Rs.4,46,969.34/- towards loan with interest.

**2. The gist of the plaint is as follows:-**

The defendant had applied for farm development loan from the plaintiff bank and, on 03.09.2016, a sum of Rs.2,00,000/- was sanctioned after the execution of necessary loan documents agreeing to repay the same with interest. As per the agreement, the said loan has to be repaid with interest at a rate of 12.50 % per annum. Further the overdraft loan the plaintiff obtained another loan of Rs.2,50,000/- and it was sanctioned on 03.09.2016 and execution of necessary documents for repayment with interest. As per the agreement, the said loan has to be repaid with interest at a rate of 11.65% per annum. And on the same day the crop loan the plaintiff obtained another loan of Rs.2,50,000/- and it was sanctioned on 03.09.2016 and execution of necessary documents for repayment with interest. As per the agreement, the said loan has to be repaid with interest at a rate of 10.75% per annum. The defendant has executed a deed of memorandum of deposit of title deeds on 07.09.2016. The memorandum of deposit title deeds was registered as doc.no.6326/2016 before SRO, Dharapuram. The defendant has created an equitable mortgage deed for the said loan. Since the defendant committed default, the plaintiff issued a legal notice on 13.03.2025 and it was received by the defendant. The defendant has not come forward to repay the debt with interest. Hence the suit.

3. The Gist of the Written Statement is as follows:

The defendant has filed written statement objecting the averments of the plaintiff. The defendant has never availed any agricultural Kissan OD loan, KCC loan, or any other loan from the plaintiff bank, nor executed any loan agreement, memorandum, deed of hypothecation, equitable mortgage, renewal application, or



acknowledgment of debt as alleged. The alleged loan amounts, interest rates, sanction details, mortgage particulars, and account statements are false, fabricated, and misleading. The defendant has never committed any breach of terms, and the alleged demand dated 07.09.2016 is wholly false and untenable in law. Hence, the suit is liable to be dismissed.

4. The following issues were framed by the Court:

1. Whether the Plaintiff is entitled for a preliminary decree declaring the amount of Rs.4,72,158.44/- with interest in his favour as prayed for?
2. Whether the Plaintiff is entitled for a preliminary decree declaring the amount of Rs.4,80,492/- with interest in his favour as prayed for?
3. Whether the Plaintiff is entitled for a preliminary decree declaring the amount of Rs.4,46,969.34/- with interest in his favour as prayed for?
4. Whether the Plaintiff is entitled to apply for a final decree and bring the properties for sale on failure of the defendant to pay the decree amount as prayed for?
5. Whether the mortgage is void as it is not registered within notified area ?
6. Whether the suit is time barred?
7. Whether the interest calculation is incorrect ?
8. What other relief ?

5. To prove the case of the plaintiff, the Bank Manager was examined as PW1 and he filed proof affidavit reiterating the averments of the plaint and produced



Ex.A1 to Ex.A11. The Defendant did not participate in the trial and hence they were set set exparte.

6. I have heard the learned counsel for the plaintiff and perused the records. The Plaintiff has produced the Ex.A1 to Ex.A11 documents to show that the Defendants have executed mortgage deed with the Plaintiff. The above oral evidence of the plaintiff supported by the documentary evidence would show that the defendant has availed the loans from the plaintiff and committed default. The undisputed pleadings of the plaintiff and the evidence of the plaintiff would make this court to believe the entire case of the plaintiff. There are no materials to discredit and discard the case of the plaintiff. Accordingly, I hold that the plaintiff is entitled for recovery of money by preliminary decree.

7. In fine, the preliminary decree is passed as follows:

(a) That the Defendant is directed to pay Rs.4,72,158.44/- (Rupees Four Lakh Seventy Two Thousand One Hundred Fifty Eight and Forty Four Paise Only) to the Plaintiff with interest at the rate of 11.00% per annum on the principal sum of Rs.2,00,000/- from the date of the suit till this date of decree and thereafter at the rate of 6% per annum on the principal sum till realization and the same is hereby declared to be due;

(b) That the Defendant is directed to pay Rs.4,80,492/- (Rupees Four Lakh Eighty Thousand Four Hundred Ninety Two Only) to the Plaintiff with interest at the rate of 10.00% per annum on the principal sum of Rs.2,50,000/- from the date of the suit till this date of decree and thereafter at the rate of 6% per



annum on the principal sum till realization and the same is hereby declared to be due;

(c) That the Defendant is directed to pay Rs.4,46,969.34/- (Rupees Four Lakh Forty Six Thousand Nine Hundred Sixty Nine and Thirty Four Paise Only) to the Plaintiff with interest at the rate of 9.00% per annum on the principal sum of Rs.2,50,000/- from the date of the suit till this date of decree and thereafter at the rate of 6% per annum on the principal sum till realization and the same is hereby declared to be due;

(d) That the Defendant shall pay the costs of the suit;

(e) That the defendant shall pay the amount within two months and the plaintiff shall re-transfer the mortgage document in favour of the Defendant;

(f) That if the defendant did not pay the amount as ordered in the above clauses, the plaintiff is entitled to proceed with the sale against the suit property; and

(g) That the Plaintiff is given liberty to approach the Court for final decree on the default of the Defendant.

Dictated to the Typist, typed directly by him into the Computer, corrected and pronounced by me in the open court on this the 17th day of April 2026.

III Additional District & Sessions Judge.
Dharapuram.

**APPENDIX****Plaintiff's side Witness:-**

1. PW1 - Ganesh Sankar

Plaintiff's Side Exhibits:-

SI.No	Date	Description of Documents
1.	03.09.2016	Sanction memorandum - Original
2.	03.09.2016	Sanction memorandum - Original
3.	03.09.2016	Sanction memorandum - Original
4.	07.09.2016	Memorandum of deposit of title deeds - Original
5.	23.09.2016	Memorandum of Agreement for agricultural loan - Original
6.	23.09.2016	Agreement and deed for Kisan OD - Original
7.	06.10.2016	Agreement and deed of Hypothecation for kisan credit card - Original
8.	22.07.1961	Partition deed - Original
9.	29.06.1998	Partition deed - Original
10.	13.03.2025	Remainder Notice - Original
11.	-	Account statement for Ac.No.1243883022741-True copy

List of witness examined on the side of the defendant :NIL**Documents marked on the side of the defendant : NIL**III Additional District & Sessions Judge
Dharapuram.

OS.No.471/2025

7 of 7



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Fair/Draft Judgment
O.S.No.107/2023
04.03.2026
III ADJ, DPM.

17/04/2026

III ADJ,DPM