



**IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE,
TIRUPPUR**

Present : Thiru. H.Mohamed Ansari, M.L(IPR), PGDADR, PGDDF.,
Principal Subordinate Judge,
Tiruppur.

**Thursday, the 2nd day of July, 2026
(Thiruvalluvarandu 2057, Paraapava Varudam Aani Thingal 18th Day)**

**C.O.S.No. 04/2026
(TNTI040000242026)**

State Bank of India,
Veerapandi Branch,
Represented by its Branch Manager

... Plaintiff

Vs.

1) M/s.SVS Sudhan Exports,
represented by its proprietor M.Viswanathan,

2) M.Viswanathan,
Proprietor of M/s. SVS Sudhan Exports

... Defendants

This suit came up on 23.06.2026 for the final hearing before me in the presence of Thiru.T.T.Ayoobraja, Advocate for the plaintiff, the right of the defendants to file written statement having been forfeited, upon hearing the arguments of the plaintiff side and upon perusing the connected material records and having stood over till this day for consideration, this Court delivers the following:



JUDGMENT

Suit for recovery of money directing the defendants to pay a sum of Rs.12,09,819/- to the plaintiff bank with subsequent interest at the rate of 11.40% p.a. for Account No.40996504541 from date of filing till the date of realization and for the cost of the suit.

2) The Gist of the plaint is as follows :-

The plaintiff is represented by its Branch Manager. The 2nd defendant is the proprietor of the 1st defendant and engaged in the business of manufacturing of garments under the name and style of M/s. SVS Sudhan Exports. On 20.05.2022, the 2nd defendant had approached the plaintiff bank seeking cash credit loan for business development under Pradhan Mantri Mudra Yojana scheme to the tune of Rs.10,00,000/- which was sanctioned by the plaintiff bank under loan Account No.40996504541 on the very same day. The 2nd defendant has executed a Loan cum Hypothecation agreement and Arrangement letter favouring the plaintiff bank for the sum availed and also hypothecating the stocks-in-trade belonging to them. The defendants agreed to repay the loan amount with the interest rate of 9.9% p.a. The defendants after obtaining the loan had paid only a meagre amount in favour of the plaintiff bank and made a last cash deposit for a sum of Rs.40,000/- on 09.05.2023 as last credit transaction.



The defendants had defaulted in repaying the loan, intentionally, in violation to the agreed terms even after several demands. On 02.09.2024, the plaintiff bank had issued a legal notice to the defendants and the same was received by the 1st defendant on 04.09.2024. Even after the legal notice, the defendants had not settled the outstanding loan amount till today. As per the Account statement, the defendants are liable to pay an outstanding amount of Rs.12,09,819/- to the plaintiff as on 09.07.2025. The suit is in time and not barred under Limitation Act. Hence, the suit.

3) Despite summons, the defendants were absent and no representation and hence, this Court has ordered for forfeiture of their right to file written statement.

4) The Point for consideration is whether the plaintiff bank is entitled for the relief of recovery of amount as claimed or not?

5) Tr. Chithamparam, Branch Manager of the Plaintiff bank was examined as P.W.1 and Ex.A.1 to A.7 were marked.

6) Point:-

It is in the plaint and proof affidavit of PW.1 that as per Ex.A1 / Loan application dated 20.05.2022, the defendants herein have approached the plaintiff bank for Pradhan Mantri Mudra Yojana for a sum of Rs.10,00,000/- for



business purpose and the plaintiff bank sanctioned the same and the defendants have agreed to repay the said loan amount with interest at 9.9% per annum vide Ex.A2, Letter of arrangement; dated 20.05.2022. As per the contention of the plaintiff, the defendants had not repaid the loan amount. So, the plaintiff bank has come forward with the present suit for recovery of amount with interest. To substantiate its claim, the plaintiff bank examined its Branch Manager as PW.1 and marked Ex.A1 to A7 through the proof affidavit of PW.1 which would clearly establish that the defendants have not repaid the loan amount to the plaintiff bank as agreed. The evidence of PW.1 remains unchallenged and unwavering. Thus, having regard to the documents produced by the PW.1 and his undisputed sterling evidence, this Court holds that the plaintiff bank has clearly made out their case and the case of the plaintiff is proved. Whereas the defendants have not come forward to contest the case and deny the claim made by the plaintiff bank. The plaintiff proved the initial burden and therefore, the plaintiff bank is entitled for the relief as claimed for and the point is answered accordingly.

RESULT :

In the result, the suit is decreed as follows:-

- 1) The defendants are directed to pay the plaintiff a sum of Rs.12,09,819/- (Rupees Twelve Lakhs Nine Thousand Eight Hundred and Nineteen only) with



interest thereon at the rate of 11.40% p.a. from the date of suit till the date of decree and thereafter at the rate of 6% p.a. till the date of realization;

2) The defendants are directed to pay the cost of the suit to the plaintiff.

Dictated to the steno typist, typed by her directly on the computer, corrected and printed out and pronounced by me in the open Court, on this the 2nd day of July, 2026.

Principal Subordinate Judge,
Tiruppur.

I. List of witness examined on the side of the Plaintiff :-

P.W.1	Chithamparam, Branch Manager, Plaintiff bank
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II. Documents marked on the side of the Plaintiff :-

Ex.A1	20.05.2022	Loan Application form - Pradhan Mantri Mudra Yojana submitted by the defendants with the plaintiff bank	Original
Ex.A2	20.05.2022	Letter of arrangement	Original
Ex.A3	20.05.2022	Agreement of loan cum Hypothecation	Original
Ex.A4	02.09.2024	Legal notice sent by the plaintiff bank to the defendants	Office copy
Ex.A5	-	Postal Acknowledgment card	Original



Ex.A6	07.07.2025	Account statement maintained by the plaintiff bank to the loan account of the defendants for the period from 01.05.2022 to 07.07.2025 along with certificate under Banker's Book of Evidence Act.	Computerized Copy
Ex.A7	09.07.2025	Account closure enquiry with respect to account No.40996504541 along with certificate under Banker's Book of Evidence Act.	Computerized Copy

III. List of witness and Documents on the side of the Defendants :-Nil

Principal Subordinate Judge,
Tiruppur.

Fair/Draft Judgment in
COS.No.04/2026
Dated. 02.07.2026
PSJ Court, Tiruppur.