IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE, TIRUPPUR

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

Saturday, the 4th day of July, 2026
(Thiruvalluvarandu 2057, Paraapava Varudam, Aani Thingal, 20th day)

O.S.No. 76/2026
(Formerly O.S. No.18/2025 on the file of this Court)
(CNR. No. TNTI 04000025 2026)

M/s. Canara Bank,
Nilale Branch, Tiruppur
Represented by its Manager … Plaintiff

Vs.

1) K. Sudha
2) V.Karuppusamy

… Defendants

This suit came up on 02.07.2026 for the final hearing before me in the presence of Thiru. A.Sachignanandakumar, Advocate for the plaintiff, the defendants were called absent and set exparte, 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 to the plaintiff a sum of Rs.4,03,855/- with subsequent interest at the rate of 9.95% p. a. calculated at monthly rests from the date of suit till the date of realization along with cost of the suit.

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

The plaintiff is a bank, a body corporate established by the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its one of the branches at Nilale, Tiruppur. The 2nd defendant is the father of the 1st defendant as well as the guarantor / co applicant of the loan availed from the plaintiff bank. The defendants have approached the plaintiff bank for an educational loan to the 1st defendant for pursuing B.E. (EEE) vide loan appilcation dated 27.10.2016 and the plaintiff bank has sanctioned the same to the tune of Rs.3,00,000/- with interest at 9.95% p. a. and the same was duly acknowledged by the defendants on 08.03.2017. On the very same day, they have also executed Education Loan Agreement and Agreement in favour of the plaintiff bank. After availing the educational loan, the defendants have not regularized the said loan account properly in spite of repeated demands. As per statement of accounts, Rs.4,03,855/- has become due and payable as principal and interest as on 06.11.2024. Hence, the suit.

3) Despite summons, the defendants remained exparte.

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. Balakrishna Nayak, Branch Manager of the plaintiff bank was examined as PW.1 and Ex.A1 to A5 were marked.

6) Point:-

It is in the plaint and proof affidavit of PW.1 that as per Ex.A1/ Application for educational loan; dated: 27.10.2016, the defendants herein have submitted an application for sanction of education loan facility with the plaintiff bank and the same was sanctioned by the plaintiff bank to the tune of Rs.3,00,000/- vide Sanction memorandum/ Ex.A2 and the defendants have agreed to repay the said loan amount with interest at 9.95% per annum. 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 A5 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 exparte as follows:-

1) The defendants are directed to pay a sum of Rs.4,03,855/- (Rupees Four Lakhs Three Thousand Eight Hundred and Fifty Five only) to the plaintiff with interest thereon at the rate of 9.95% 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 4th day of July, 2026.

H.Mohamed Ansari,

Digitally signed by H.Mohamed Ansari,
Date: 2026.07.04 15:30:29 +0530

Principal Subordinate Judge,
Tiruppur.

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

P.W.1	Balakrishna Nayak, Branch Manager of the plaintiff bank.

II. Documents marked on the side of the Plaintiff :-

Ex.A1	27.10.2016	Application for education loan	Original
Ex.A2	08.03.2017	Sanction memorandum	Original
Ex.A3	08.03.2017	Educational loan agreement	Original
Ex.A4	08.03.2017	Agreement	Original
Ex.A5	06.11.2024	Statement of Accounts maintained by the plaintiff bank to the loan account of the defendants	Computerized copy

III. List of witness & documents on the side of the Defendants :- Nil

H.Mohamed Ansari,

Digitally signed by H.Mohamed Ansari,
Date: 2026.07.04 15:30:39 +0530

Principal Subordinate Judge,
Tiruppur.

Fair/Draft Judgment in
O.S No.76/2026
Dated. 04.07.2026
PSJ Court, Tiruppur.