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 1st day of August, 2026
(Thiruvalluvarandu 2057, Paraapava Varudam, Aadi Thingal, 16th day)

C.O.S.No. 125/2026
(Formerly O.S. No.30/2025 on the file of this Court)
(CNR. No. TNTI04000110 2025)

State Bank of India,
Main Branch, Tiruppur
Represented by its Chief Manager … Plaintiff

Vs.

R.Koushik
… Defendant

This suit came up on 13.07.2026 for the final hearing before me in the presence of Thiru.T.T.Ayoobraja, Advocate for the plaintiff and the defendant was 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 defendant to pay a sum of Rs.5,69,496/- to the plaintiff bank with subsequent interest at the rate of

7.50% p.a. so far as the Personal Segment Auto Loan account is concerned from 13.01.2025 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 Chief Manager. The defendant approached the plaintiff bank seeking loan for purchase of a Maruthi Suzuki Baleno under SBI Car Loan Scheme Personal Segment Auto Loan Application for Rs.8,99,000/- on 01.03.2022 and the same was sanctioned by the plaintiff bank on 04.03.2022 and on 08.03.2022, the said amount was disbursed to the loan account. The defendant had executed a Loan cum Hypothecation agreement and arrangement letter on 08.03.2022 favouring the plaintiff bank for the sum availed and agreed to repay the loan amount with the interest rate of 7.5% p. a. The defendant had defaulted in repaying the loan, intentionally, in violation to the agreed terms even after several demands. On 13.02.2024, the plaintiff bank had issued a legal notice to the defendant and the defendant refused to receive the same on 01.03.2024 and had not cared to settle the loan amount till today. As per the Account statement, the defendant is liable to pay an outstanding amount of Rs.5,69,496/- to the plaintiff as on 13.01.2025. The suit is in time and not barred under Limitation Act. Hence, the suit.

3) Despite summons, the defendant 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. Vijay Sellan, Deputy Manager of the plaintiff bank was examined as P.W.1 and Ex.A1 to A8 were marked.

6) Point:-

It is in the plaint and proof affidavit of PW.1 that as per Ex.A1/Loan application dated 01.03.2022, the defendant herein has approached the plaintiff bank for a vehicle loan to the tune of Rs.8,99,000/- and the plaintiff bank sanctioned the same and the defendant has agreed to repay the said loan amount with interest at 7.5% per annum vide Ex.A2, sanction letter dated 04.03.2022. As per the contention of the plaintiff, the defendant 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 Deputy Manager as PW.1 and marked Ex.A1 to A8 through the proof affidavit of PW.1 which would clearly establish that the defendant has 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 defendant has 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 defendant is directed to pay the plaintiff a sum of Rs.5,69,496/- (Rupees Five Lakhs Sixty Nine Thousand Four Hundred and Ninety Six

only) with interest thereon on the suit claim of Rs.5,69,496/- at the rate of 7.50% 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 defendant is directed to pay the costs 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 1st day of August, 2026.

H.Mohamed Ansari,

Digitally signed by H.Mohamed Ansari, Date: 2026.08.01 13:27:53 +0530

Principal Subordinate Judge,
Tiruppur.

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

P.W.1	Tr.Vijay Sellan, Deputy Manager of the plaintiff bank

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

Ex.A1	01.03.2022	Loan Application form submitted by the defendant with the plaintiff bank	Original
Ex.A2	04.03.2022	Sanction letter	Original
Ex.A3	08.03.2022	Arrangement letter	Original
Ex.A4	08.03.2022	Agreement of loan cum Hypothecation	Original
Ex.A5	13.02.2024	Legal notice sent by the plaintiff bank to the defendant	Office copy
Ex.A6	01.03.2024	Returned postal cover	Original

Ex.A7	13.01.2025	Account statement maintained by the plaintiff bank to the loan account of the defendant for the period from 01.01.2021 to 13.01.2025 along with certificate under Banker's Book of Evidence Act.	Computerized Copy
Ex.A8	13.01.2025	Loans discharge quote along with certificate under Banker's Book of Evidence Act.	Computerized Copy

H.Mohamed Ansari,

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Date: 2026.08.01 13:28:01 +0530

Principal Subordinate Judge,
Tiruppur.

Fair/Draft Judgment in
COS.No.125/2026
Dated.01.08.2026
PSJ Court, Tiruppur.