IN THE COURT OF ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR

Present: Tmt. S. Uma Maheswari, B.A., L.L.M.,
Additional Subordinate Judge,
Tiruppur.

Tuesday, this the 04th day of August – 2026

O.S No: 102-2025
CNR No: TNTI04-000203-2025

Union Bank of India
SSI Branch,
Represented by its Chief
Manager …..Plaintiff

//Versus//

M. Raman, Aged about 28 years
Lakshmi Nagar, 3rd street, nallur,
Tiruppur-641 606.
….. Defendant

This suit is coming on hearing before me on 29.07.2026 in the presence of Tmt. P. Amutha, BBM., B.L., Advocate for the plaintiff, the defendant called absent, and set exparte and upon perusing the material case records and upon perusing plaintiff side evidence and documents and having stood for consideration till this date this court delivered the following.

JUDGMENT

The plaintiff has been filed the suit for recovery of money directing the defendant to pay a sum of Rs.2,44,372/- together with subsequent contractual interest of 15.70%p.a compounded monthly from the date of suit till the date of realization, with cost and other such reliefs.

1. **Brief case of the Plaintiff:**

The plaintiff submits that the defendant approached the plaintiff bank and submitted an application dated 21.09.2015 seeking a Term Loan facility. The plaintiff bank, after considering the application, sanctioned a loan of Rs.1,29,000/- on 20.01.2016 under Loan Account No.334606550016180. The loan was sanctioned with interest at 13.70% per annum, repayable in 168 equated monthly installments. The defendant executed the loan agreement on 14.01.2016, agreeing to repay the principal amount of Rs.1,29,000/- with interest at 13.70% p.a. and, in case of default, penal interest at 2% per month. On the same day, the defendant also authorized the plaintiff bank to debit the monthly installments from his savings bank account. The loan agreement further provided that, in the event of default, the plaintiff bank was entitled to demand the entire outstanding loan amount with interest and other charges. The defendant subsequently committed default in repayment and made only piecemeal part-payments, thereby acknowledging his liability. Despite repeated demands and requests, he failed to clear the loan dues. As per the prevailing rate of interest, the plaintiff claims interest at 15.70% per annum, including applicable penal interest, subject to the terms of the loan agreement and law. The plaintiff bank issued a legal notice dated 22.05.2024, calling upon the defendant to repay the outstanding amount within seven days. Though the notice was received, the defendant neither sent any reply nor discharged the liability. According to the plaintiff bank's statement of account maintained in the ordinary course of banking business, a sum of Rs.2,44,372/- was outstanding as on 30.04.2024, apart from subsequent interest. The plaintiff further submits that the last transaction in the loan account was on 28.08.2023, whereby the defendant acknowledged his liability. Therefore, the present suit is filed within the prescribed three-year limitation period. Hence, the plaintiff has filed the present suit seeking recovery of Rs.2,44,372/-, together with subsequent interest at 15.70% p.a. and costs.

2. The defendant summon served. But defendant not present. No representation on defendant side. Defendants set exparte on 30.06.2025.

3. On the side of plaintiff, the Chief Manager of the plaintiff bank was examined as PW-1 and Ex.A1 to Ex.A7 were marked.

4. Plaint, evidence of plaintiff side and documents perused. The plaintiff try to prove their case through evidence of PW-1, and Ex.A1 to Ex.A7. Ex.A1 was

Bank Power of Attorney, Ex.A2 was Loan Application Form submitted by the defendant dated 21.09.2015, Ex.A3 was Loan Sanction and Arrangment Letter dated 20.01.2016, Ex.A4 was Arrangment Letter dated 14.01.2016, Ex.A5 was Legal notice issued to the defendant dated 22.05.2024, Ex.A6 was Postal Acknowledgment Card of the defendant dated 18.06.2024, Ex.A7 was Statement of Loan Account.

5. On the side of plaintiff, learned counsel argued that the suit is filed within the stipulated period and plaintiff have proved the plaint averments through chief examination of PW1 .

6. Though summons was duly served, the defendant not appeared and absent and he was set ex parte. Therefore, the oral and documentary evidence adduced by the plaintiff has remained unchallenged and unrebutted. Since the plaintiff's oral testimony is duly corroborated by the documentary evidence and remains unrebutted, this Court holds that the plaintiff has successfully proved the loan transaction and the defendant's liability. The suit has also been filed within the period of limitation.

7. The defendant has not appeared before the court for filing any written statement to deny the plaint averments and signature in the loan application.

The defendant not appeared for taken stand for he paid the loan amount. So the court satisfied that the plaintiff Bank proved their case through evidence of PW-1 and documents of Ex.A1 to Ex.A7. Hence, the court comes to the findings that the plaintiff is entitled for recovery of suit amount along with interest and costs from the defendant.

FINDINGS:-

1.	**In the result, the suit is decreed.**
2.	**The defendant is directed to pay a sum Rs.2,44,372/- (Rupees TWo Lakhs Forty Four Thousand Three hundred and Seventy Two Only) with interest at the rate of 9% per annum from the date of plaint to till the date of Decree along with subsequent interest at the rate of 6% per annum from the date of Decree to till the date of realisation of the suit amount to the plaintiff. Time for payment is 1 month.**
3.	**The defendant shall bear the suit costs of plaintiff.**

Directly dictated to Steno-Typist and directly typed by her and corrected and pronounced by me in the Open court on this 04th day of August – 2026.

UMA MAHESHWARI

Digitally signed by UMA MAHESHWARI
Date: 2026.08.04 18:17:00 +0530

ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Ella

2. Plaintiffs Exhibits :-

Ex.A1		Bank Power of Attorney	Copy
Ex.A2	21.09.2015	Loan Application Form submitted by the defendant	Original
Ex.A3	20.01.2016	Loan Sanction and Arrangment Letter	Original
Ex.A4	14.01.2016	Arrangment Letter	Original
Ex.A5	22.05.2014	Legal notice issued to the defendant	Office Copy
Ex.A6	18.06.2024	Postal Acknowledgment Card of the defendant	Original
Ex.A7		Statement of Loan Account.	True Copy

<u>3. Defendant side Witness :-</u> Nil

<u>4. Defendant Exhibits :-</u> Nil

UMA MAHESHWARI

Digitally signed by UMA MAHESHWARI
Date: 2026.08.04 18:17:04 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

****
Fair/Draft Judgment in
O.S. No. 102/2025
Dated : 04.08.2026
ASJ Court, Tiruppur.
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