IN THE COURT OF ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR

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

Wednesday, this the 22nd day of July – 2026

O.S No: 196-2025
CNR No: TNTI04-000237-2025

Messrs. Canara Bank
Represented by its Manager
Annupparpalayam Branch,
Tiruppur. …..Plaintiff

//Versus//

1. Kaviarasu
2. Thirumangai

….. Defendants

This suit is coming on hearing before me on 16.07.2026 in the presence of Thiru. M. Kirubagar, M.A., B.L., Advocate for the plaintiff, and Thiru. Rajendran, B.sc., B.L., Advocate for the defendants, Subsequently the defendants 1 and 2 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 against the defendants for a sum of Rs.2,91,210/- with subsequent interest of 11.25% per annum compounded monthly from the date of suit till the date of realization.

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

The plaintiff is a Nationalized Bank constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. The defendants approached the plaintiff bank for an educational loan of Rs.2,09,600/- for the 1st defendant to pursue B.E. (CSE) at Hindusthan Institute of Technology, Coimbatore. Based on the loan application dated 01.10.2018, the plaintiff sanctioned the loan on 16.10.2018. Since the 1st defendant was then a minor, the 2nd defendant executed the Educational Loan Agreement dated 16.10.2018 on her own and on behalf of the 1st defendant. The defendants availed Rs.2,07,450/- under the loan account and agreed to repay the loan in 240 monthly installments with contractual interest. The 1st defendant completed the course in June 2022, and the repayment became due from June 2023. The defendants acknowledged their liability by executing an Acknowledgment of Debt and Security Letter dated 20.05.2023, thereby extending the period of limitation. As per the statement of account, a sum of ₹2,91,210/- was due and payable as on 26.12.2024. Since the defendants failed to discharge the loan despite repeated demands, the plaintiff has filed the present suit seeking recovery of Rs.2,91,210/- together with contractual interest and costs.

2. The summon to the defendants served and appeared through counsel, but subsequently written statement not filed on the side of defendants. Defendants not present. No representation on defendants side. Defendants set exparte on 16.09.2025.

3. On the side of plaintiff, the Chief Manager of the plaintiff bank was examined as PW-1 and Ex.A1 to Ex.A5 were marked.

4. Plaint, evidence of plaintiff side and documents and oral submission made by the plaintiff side perused. The plaintiff try to prove their case through evidence of PW-1, and Ex.A1 to Ex.A5. Ex.A1 was Loan application given by the defendants to the Plaintiff Bank dated 01.10.2015, Ex.A2 was Letter of Loan Sanction issued by the plaintiff Bank dated 16.10.2015, Ex.A3 was Loan agreement executed by the defendants in favour of the plaintiff dated 16.10.2015, Ex.A4 was Acknowledgment of debt executed by the defendants in favour of the Plaintiff Bank dated 20.05.2023, Ex.A5 was Statement of Accounts of the 1st defendant for the period from 01.01.2016 to 04.01.2025 dated 04.01.2025. 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. The defendants have not appeared before the court for filing any written statement to deny the plaint averments and signature in the loan application. The defendants not appeared for taken stand for they 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.A5. Hence, the court comes to the findings that the plaintiff is entitled for recovery of suit amount along with interest and costs from the defendants.

FINDINGS:-

1.	**In the result, the suit is decreed.**
2.	**The defendants are directed to pay a sum Rs.2,91,210/- (Rupees Two Lakhs Ninety One Thousand Two hundred and Ten 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 realization of the suit amount to the plaintiff. Time for payment is 1 month.**
3.	**The defendants 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 22th day of July – 2026.

UMA MAHESHWARI

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ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Sasireka

2. Plaintiffs Exhibits :-

Ex.A1	01.10.2015	Loan application given by the defendants to the Plaintiff Bank	Original
Ex.A2	16.10.2015	Letter of Loan Sanction issued by the plaintiff Bank	Original
Ex.A3	16.10.2015	Loan agreement executed by the defendants in favour of the plaintiff	Original
Ex.A4	20.05.2023	Acknowledgment of debt executed by the defendants in favour of the Plaintiff Bank	Original
Ex.A5	04.01.2025	Statement of Accounts of the 1st defendant	Online Copy

		for the period from 01.01.2016 to 04.01.2025	

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

<u>4. Defendant'sExhibits :-</u> Nil

UMA MAHESHWARI

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ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR.

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Fair/Draft Judgment in
O.S. No. 196/2025
Dated : 22.07.2026
ASJ Court, Tiruppur.
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