



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

Present :- Thiru.K.R.Kannan, B.A.,B.L.,
(JO.Code TN1220)
Additional Subordinate Judge,
Tiruppur.

Thursday, the 05th day of March 2026

O.S.No. 110/2025
(TNTI04-000119-2025)

M/s. Union Bank of India,
Anuparpalayam Branch,
Represented by its Manager.

...Plaintiff

//vs//

1. Ms. M. Oviya
2. Mr. N. Mathiyalagan

....Defendants

This suit came before me for the final hearing on 25.02.2026 in the presence of Thiru. M. Kirubagar., M.A., L.L.M., learned counsel for the Plaintiff, after receiving the summons the defendants failed to appear before this court. So, they were set exparte. After hearing the plaintiff side arguments, available records and having stood over till this day, for consideration, this court delivered the following :



// JUDGMENT //

1. The plaintiff bank filed the suit for recovery of money directing the defendants to pay a sum of Rs.2,10,454/- (Rupees two lakh ten thousand four hundred and fifty four) to the plaintiff bank with subsequent interest at the rate of 9% p.a., from the date of suit till the date of realization as prayed for in the plaint with cost.

2. The brief averments stated in the Plaint are as follows :-

2.1) The plaintiff humbly submits that the 1st defendant is the daughter of the 2nd defendant. The defendants have approached the plaintiff bank for the educational loan for the defendant No.1 and submitted loan application to the plaintiff bank on 04.11.2016. As per the request from the defendant the plaintiff bank had sanctioned the educational loan to the tune of Rs.1,96,800.00 with subject to interest at 10.15% p.a., The duration of the course is 4 years from 2016-2020 (B. Tech Information Technology). The course completed on June 2020. The plaintiff humbly submits that as per the sanction, the said loan is to be repaid commencing 1 year after the completion of the course or 6 months after getting employment whichever is earlier. The above loan is to be repaid in 84 installments with Rs.3,282/- for each installment.

2.2) In order to avail of the above said facility on 08.02.2017 the defendants have executed Demand promissory note, Composite agreement and Consent Letter.

2.3) On, 12.05.2023 the defendants acknowledged the liability with the plaintiff bank and executed Acknowledgment of debt and security letter confirming the balance amount. The plaintiff further submits that the interest



rate for the above loan was agreed upon and charged as per sanction. The detail account statement, duly attested is appended as plaint document and the same may be treated as a part and parcel of this plaint. After availing of the said loan, the said defendant did not repay the said loan as per agreed terms. The defendants made default in making payments for the said loan from their end, even after several personal requests. The defendants even after specific request also had not turned up or repaid the outstanding dues. Even after numerous reminders, the defendants had not bothered to repay the dues payable to the plaintiff bank. The defendants are not paying the dues to the plaintiff bank in spite of their sufficient means with some ulterior motive and to get unlawful gain.

2.4) The 1st defendant has completed the course in the year of June 2020. As, per the sanction letter, one year holiday period for the repayment of loan to the plaintiff bank and as per the same, the repayment commences from June 2021 within three years (ie) on 12.05.2023 the defendants have acknowledged the liability with the plaintiff bank and therefore, the plaintiff bank can file suit on or before 11.05.2026 and therefore , the suit is in time an not barred by limitation.

2.5) On 28.02.2025 a sum of Rs.2,10,454.89 rounded of Rs.2,10,454.00 is payable by the defendants to the plaintiff and asked to decree the suit as prayed for.

3) After receiving the summons the defendants failed to appear before this court. So, they were set exparte.



4) On the side of Plaintiff, the manager of the bank Thiru. Rahul Pandey S/o. Krishnakanth Pandey, was examined as P.W.1 and Ex.A.1 to A.7 were marked through PW.1.

5. Based upon the above pleadings and on available records the following issues were framed :

1. Whether the plaintiff bank is entitled to the relief of recovery of money as prayed for in the plaint?

2. To What further relief the plaintiff bank is entitled to?

6. Issue No.1 :-

i) Whether the plaintiff bank is entitled to the relief of recovery of money as prayed for in the plaint ?

6.1) The 1st defendant is a college student. The defendants on 04.11.2016 approached the plaintiff bank for educational loan . As, per the loan application given by the defendants the plaintiff bank sanctioned the Educational Loan to the tune of Rs.1,96,800/- to the first defendant. As, per the pleadings in the plaint after availing the loan the defendants are in default of repayment of loan amount to a sum of Rs.2,10,454/- on the date of filing of the suit. The defendants are also liable to pay interest at the rate of 10.15% p.a. to the default loan amount. Since, the defendants failed to re-pay the installments of loan amount the said account was converted into NPA. The plaintiff bank also approached the defendants several times to repay the balance loan amount with interest. But, the defendants failed to repay the same. So, the plaintiff bank filed the suit for recovery of default loan amount with interest and cost.

6.2) In, order to prove the defendants borrowed the loan amount and failed to repay the balance loan installments amount with interest the plaintiff bank manager was examined as PW.1. The plaintiff bank also produced the



Sanction memorandum, D.P.Note, Loan agreement, Acknowledgement of debt executed by the defendants and the account statement relating to the defendants in order to prove the averments pleaded in the plaint.

6.3) As per Ex.A2 after 12 months of completion of the course or six months after getting employment whichever is earlier the First defendant is liable to repay the loan installment amount in 84 EMI. As, per Ex.A2 the loan was sanctioned on 07.02.2017. The first defendant would have completed the course on 2016-2020. So, from June 2020, the defendants are liable to repay the loan installment amount in 84 months. But, on perusal of Ex.A7, the defendants failed to repay the loan installment amount in time. Hence, as per Ex.A1 to A7 the plaintiff bank filed the suit within time for the recovery of the loan amount. As, per Ex.A6 Acknowledgement of Debt, the plaintiff bank saved the limitation and the suit was filed within limitation for recovery of money.

6.4) So, as per Ex.A1 to A7 and as per the evidence of PW.1 the plaintiff bank proved the defendants are liable to repay the suit amount with interest and cost. To defend the above said aspects, though the defendants appeared in the suit but failed to file the written statement. So, they were set ex-parte. Hence, as per the discussions made above, as per the evidence of PW.1 and Ex.A1 to Ex.A7 this Court hereby comes to a conclusion the plaintiff bank proved the case and the plaintiff bank is entitled for the recovery of money to the tune of Rs.2,10,454/- (Rupees two lakh ten thousand four hundred and fifty four). This Issue is answered in favour of the plaintiff.

7. Issue No. 2 :-

ii) To what further reliefs the plaintiff bank is entitled to ?



7.1 As per issue no.1 this court has held the defendants are liable to repay the suit amount with interest to the plaintiff bank. Hence, the plaintiff bank is not entitled to any other reliefs. This issue is answered accordingly.

In the result, this suit is decreed as follows, the defendants are hereby directed to repay a sum of Rs.2,10,454/- (Rupees two lakh ten thousand four hundred and fifty four) Jointly or severally to the plaintiff bank with interest for the principal amount at the rate of 9% from the date of the suit till the date of decree and to pay the interest to the principal amount at the rate of 6% till the date of realization with cost.

Dictated to Steno typist and typed by him directly in computer, corrected and pronounced by me in open court, this the 05th day of March 2026.

Additional Subordinate Judge,
Tiruppur.

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

P.W.1	Thiru. Rahul Pandey	S/o. Krishnakanth Pandey
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II. Documents marked on the side of the Plaintiff :-

Ex.A1	04.11.2016	Loan Application – Original
Ex.A2	07.02.2017	Sanction Memorandum – Original
Ex.A3	08.02.2017	DP Note – Original
Ex.A4	08.02.2017	Composite Agreement – Original
Ex.A5	08.02.2017	Deed of Assignment – Original

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Ex.A6	12.05.2023	Acknowledgement of Debt – Original
Ex.A7	10.03.2025	Statement of Accounts for the period from 01.01.2017 to 09.03.2025.

Additional Subordinate Judge,
Tiruppur.

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**Fair/Draft Judgment in
O.S. No. 110/2025
Dated : 05.03.2026
ASJ Court, Tiruppur.**
