



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

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

Thursday, the 25th day of June, 2026
(Thiruvalluvarandu 2057, Paraapava Varudam, Aani Thingal, 11th day)

O.S.No. 149/2024
(TNTI04-000543-2024)

M/s. UCO Bank,
Main Branch, Tiruppur
Represented by its Chief Manager

... Plaintiff

Vs.

- 1) M. Ilakiya
- 2) S. Mariappan (Died)
- 3) Manimegalai
- 4) Ilavarasan

(Pending suit, the 2nd Defendant died and 4th defendant was impleaded as his legal heir and the plaint was amended as per order in I.A.No.3/2025 dated 08.10.2025)

... Defendants



This suit came up on 18.06.2026 for the final hearing before me in the presence of Thiru. A.Sachignanandakumar, Advocate for the plaintiff, the defendants No.1, 3 and 4 were called absent and set exparte and the 2nd defendant died and 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 by directing the defendants to pay the sum of Rs.3,39,028/- to the plaintiff with subsequent interest at the rate of 12.70% p.a., calculated at monthly rests from the date of the suit and till the date of realization and for cost of the suit.

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

The 1st defendant is the borrower, 2nd defendant is the father and the 3rd defendant is the mother of the 1st defendant who are the Guarantors/Co-applicants of the Education loan availed from the plaintiff bank for pursuing B.E. (Electronics and communication Engineering) vide an application dated 17.09.2013 and the same was sanctioned by the plaintiff to the tune of Rs.2,00,000/- on 27.11.2013 bearing E.T.L Account No.17950610012963. On 27.11.2013, the defendants have executed Agreement for educational loan. After



availing the said loan, the defendants had defaulted in repaying the loan in violation to the agreed terms even after several demands. As per the statement of accounts, the said loan had reached a sum of Rs.3,39,028/- as on 22.01.2024 with interest. The interest rate was agreed and charged at 12.70% p.a. calculated at monthly rests. The suit is in time and not barred by limitation. Hence, the suit.

3) Despite summons, the defendant Nos.1, 3 and 4 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) Thiru. Deepak, the Branch Manager of the plaintiff bank was examined as PW.1 and Ex. A1 to A6 were marked.

6) Point :-

It is in the plaint and proof affidavit of PW.1 that as per Ex.A.2, the defendants herein have submitted an application dated 17.09.2013 for education loan with the plaintiff bank and the plaintiff bank has sanctioned the same to a tune of Rs.2,00,000/- with interest at 12.70% per annum vide Ex.A.3/ Sanction letter dated 27.11.2013. As per the contention of the plaintiff, the defendants had not repaid the aforesaid 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.A.1 to A.6 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. 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. 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 No.1, 3 and 4 are directed to pay to the plaintiff bank a sum of Rs.3,39,028/- (Rupees Three Lakhs Thirty Nine Thousand and Twenty Eight only) with interest thereon at the rate of 12.70% 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 No.1, 3 and 4 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 25th day of June, 2026.

Principal Subordinate Judge,
Tiruppur.

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

P.W.1	Deepak, Branch Manager of the plaintiff bank.
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II. Documents marked on the side of the Plaintiff :-

Ex.A1	02.03.2022	Power of Attorney	Notarized true copy
Ex.A2	17.09.2013	Application for Term loan under UCO Education Loan Scheme given by defendants with the plaintiff bank	Original
Ex.A3	27.11.2013	Sanction Letter of the plaintiff bank	Original
Ex.A4	27.11.2013	Agreement for Education Loan	Original



Ex.A5	15.11.2021	Revival letter	Original
Ex.A6	--	Statement of Accounts maintained by the plaintiff bank to the loan account of the defendants for the period from 26.11.2013 to 23.01.2024	Computerized True copy

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

Principal Subordinate Judge,
Tiruppur.

**Fair/Draft Judgment in
O.S No.149/2024
Dated. 25.06.2026
PSJ Court, Tiruppur.**