IN THE COURT OF ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR

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

Friday, this the 24th day of July – 2026

O.S No: 296-2025
CNR No: TNTI04-000595-2025

State Bank of India,
Main branch,
Rep. By its Chief Manager V.Megha Mangalam

….Plaintiff

//Versus//

1. V. Ramprasanth, S/o. Vishwanathan
2. Nachammal, W/o. Vishwanathan

…. Defendant

This suit is coming on hearing before me on 17.07.2026 in the presence of Tmt. G.K. Nandhini, B.A., B.L., Advocate for the plaintiff, the defendants 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.1,78,538/- with subsequent interest of 11.65%p.a till the date of realization of the suit.

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

The plaintiff is a nationalized bank carrying on banking business through its SBI Main Branch, Tiruppur. The defendant submitted an Education Loan application on 16.11.2017. After appraisal, the plaintiff sanctioned an Education Loan of Rs.1,56,000/- on 11.05.2018 under Loan Account No. 37711044710. On the same day, the defendant executed the Appraisal Report, Arrangement Letter, Loan Agreement, and authorization letter, agreeing to repay the loan with interest at 10.15% per annum in 48 equated monthly installments, together with 2% penal interest in case of default. After availing the loan, the defendant failed to repay the installments as agreed and committed default, despite repeated demands and part payments. On 28.03.2024, the defendant received a Government Interest Subsidy of Rs.97,082/- under the Education Loan Interest Subsidy Scheme. Since the loan account became an NPA, the subsidy also became recoverable from the defendant. The last transaction in the loan account was on 11.03.2025. The plaintiff issued a legal notice on 01.05.2025 demanding repayment, but the notice was not served and the defendant failed to clear the dues. As per the statement of account dated 12.06.2025, the net outstanding loan amount was Rs.81,456/- and, along with the recoverable Government subsidy of Rs.97,082/-, the total amount due was Rs.1,78,538/-, with subsequent interest at 11.65% per annum. Since the defendant failed to discharge the liability and the suit was within the period of limitation, the plaintiff filed the present suit for recovery of the loan amount with interest and costs.

2. The defendants summon served and defendants present, but subsequently written statement not filed. No representation on defendants side. Defendants set exparte on 09.01.2026.

3. On the side of plaintiff, the Chief Manager of the plaintiff bank was examined as PW-1 and Ex.A1 to Ex.A8 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.A8. Ex.A1 was Bank Authorization Letter dated 18.06.2025 , Ex.A2 was Education Loan Application submitted by the defendant dated 16.11.2017 , Ex.A3 was appraisal Report dated 11.05.2018 , Ex.A4 was Arrangement Letter issued by the plaintiff bank dated 21.05.2018 , Ex.A5 was Agreement Letter between plaintiff bank and the defendant dated 21.05.2018 , Ex.A6 was Legal notice issued by the plaintiffs advocate to the defendants dated 01.05.2025 ,Ex.A7 was Postal Acknowledgment card dated 06.05.2025, Ex.A8 was Statement of Loan

Account. The learned counsel argued that the suit is filed within the stipulated period and the plaintiff has 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 and not taken the stand that they already paid 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.A8. 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.1,78,538/- (Rupees One Lakh Seventy Eight Thousand Five hundred and Thirty Eight 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 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 24th day of July – 2026.

UMA MAHESHWARI Digitally signed by UMA MAHESHWARI Date: 2026.07.24 18:10:52 +0530

ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Arul Manikandan

2. Plaintiffs Exhibits :-

Ex.A1	18.06.2025	Bank Authorization Letter	Original
Ex.A2	16.11.2017	Education Loan Application submitted by the defendants	Original
Ex.A3	11.05.2018	Appraisal Report	Original
Ex.A4	21.05.2018	Arrangement Letter issued by the plaintiff bank	Original
Ex.A5	21.05.2018	Agreement Letter between plaintiff bank and the defendants	Original
Ex.A6	01.05.2025	Legal notice issued by the plaintiffs Advocate to the defendants	Office Copy

Ex.A7	06.05.2025	Postal Acknowledgment card	Original
Ex.A8		Statement of Loan Account	True Copy

3. Defendant's side Witness :- Nil

4. Defendant's Exhibits :- Ni

UMA MAHESHWARI Digitally signed by UMA MAHESHWARI Date: 2026.07.24 18:10:58 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

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Fair/Draft Judgment in
O.S. No. 296/2025
Dated : 24.07.2026
ASJ Court, Tiruppur.
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