



**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 21st day of July – 2026

**O.S No: 160-2023
CNR No: TNTI04-000788-2023**

M/s. Bank of India

Tirupur S.M.E Branch Rep by Chief Manager

....Plaintiff

//Versus//

1. Sudhakaran

2. Hariram

..... Defendants

This suit is coming on hearing before me on 16.07.2026 in the presence of Thiru. Hariharputhran, B.Sc., B.L., Advocate for the plaintiff, 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.



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JUDGMENT

The plaintiff has been filed the suit for recovery of money against the defendants for a sum of Rs.2,19,484.59/- with subsequent interest of 13.00%p.a till the date of realization compounded quarterly rests.

1. Brief case of the Plaintiff:

The plaintiff is a Bank represented by its Chief Manager, Mr. S. Meganathan, who is authorized under a Power of Attorney. The defendants approached the plaintiff bank for an Educational Term Loan to pursue B.E. (Mechanical Engineering). The bank sanctioned a loan of Rs.1,66,000/- under Loan A/c No. 821472210000106. The defendants submitted the Education Loan Application on 10.10.2012 and executed the Loan Agreement and Demand Promissory Note on 08.01.2013. The defendants acknowledged the debt by executing Letters of Acknowledgment of Debt on 02.01.2016, 08.05.2018, and 09.04.2021, thereby extending the period of limitation. However, they failed to repay the loan as agreed and became chronic defaulters despite repeated demands and sufficient opportunities given by the plaintiff bank. As on 13.01.2023, a sum of Rs.2,19,484.59 comprising principal, interest, and other charges was due and payable, carrying interest at 13% per annum. Since the defendants failed to discharge the liability, the plaintiff bank filed the present suit for recovery of Rs.2,19,484.59 together with subsequent interest and costs.



2. The defendants summon published through paper publication. But defendants not present. No representation on defendants side. Defendants set exparte on 19.02.2026.

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 Application form for educational loan dated 10.10.2012, Ex.A2 was Loan Agreement dated 08.01.2023, Ex.A3 was Demand Promissory note dated 09.10.2013, Ex.A4 was Letter of Acknowledgment of debt dated 03.03.2016, Ex.A5 was Letter of Acknowledgment of debt dated 08.05.2018, Ex.A6 was Letter of Acknowledgment of debt dated 09.04.2021, Ex.A7 was Copy of Statement of Account. On the side of plaintiff, learned counsel argued that 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. Further the defendants not appeared before the court for taken stand for they



already 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 defendants.

FINDINGS:-

1.	In the result, the suit is decreed.
2.	The defendants are directed to pay a sum Rs.2,19,484/- (Rupees Two Lakhs Nineteen Thousand Four hundred and Eighty Four 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 21th day of July – 2026.

**ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.**

Annexure:

1. Plaintiff's side witness :-

PW1 - Thangamuthu Subramanian

2. Plaintiffs Exhibits :-

Ex.A1	10.10.2012	Application form for educational loan	Original
Ex.A2	08.01.2023	Loan Agreement	Original
Ex.A3	09.10.2013	Demand Promissory note	Original
Ex.A4	03.03.2016	Letter of Acknowledgment of debt	Original
Ex.A5	08.05.2018	Letter of Acknowledgment of debt	Original
Ex.A6	09.04.2021	Letter of Acknowledgment of debt	Original
Ex.A7		Copy of Statement of Account	Certified Copy

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3. Defendant's side Witness :-

Nil

4. Defendant's Exhibits :-

Nil

**ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.**

**Fair/Draft Judgment in
O.S. No. 160/2023
Dated : 21.07.2026
ASJ Court, Tiruppur.**
