



**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 16th day of April 2026

O.S.No. 260/2022
(TNTI04-000822-2022)

M/s. State Bank of India,
Nallur Branch,
Represented by its Chief Manager.

...Plaintiff

//vs//

M. Parimala

....Defendant

This suit came before me for the final hearing on 09.04.2026 in the presence of Thiru.R.Hariharputhran.,B.Sc., B.L., learned counsel for the Plaintiff, after receiving the summons the defendant failed to appear before this court. So, he was 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 //

The plaintiff bank filed the suit for recovery of money directing the defendants to pay a sum of Rs.1,37,674/- with subsequent interest at the



rate of 9.60% p.a till the date of realization as prayed for in the plaint with cost.

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

2.1) The defendant approached the plaintiff bank for term loan in order to purchase of Tailoring machines & Table and Chairs. The plaintiff bank sanctioned the Term loan for a sum of Rs. 1,77,000/- in vide A/c No.67376786598 and the defendant also executed necessary loan and security documents in favour of the plaintiff bank as follows: i) Agreement for term loan ii) Hypothecation Agreement for term loan.

2.2) The defendant account had been running irregular and after being availing the Term loan, the defendant have not regularized the said loan account properly and he is a chronic defaulter in repayment of loan, thus granted to the defendant and the conduct of the account was not satisfactory and the defendant have not followed the repayment conditions.

2.3) That, all the steps taken by the plaintiff bank to regularize the defendant account have miserably failed. The plaintiff bank gave sufficient time to the defendant to clear the outstanding. In spite of repeated demands and request, the defendant not turned up and not paid the dues. Now that, Rs.1,37,674/- has become due and payable as Principal, interest and other charges as on 22.03.2022. The agreed rate of interest is 9.60% per annum.. The plaintiff bank is maintaining true and proper accounts in the regular course of banking business. So, the plaintiff bank asked this court to decree the suit as prayed for in the amended plaint copy with cost.

3) After receiving the summons the defendant failed to appear before this court. So, he was set exparte.



4) On the side of Plaintiff bank, the manager of the bank Thiru. Sathiyam S/o.Tagore, was examined as P.W.1 and Ex.A.1 to A.3 were marked through PW.1. Then, the plaintiff side evidence was closed.

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) As, per the pleadings in the amended copy of plaint and as per Ex A1 term loan agreement the plaintiff bank sanctioned a sum of Rs.1,77,000/- to the defendant for purchasing of tailoring machines table and chairs. As per the Loan agreement the defendant agreed to repay the above said loan amount with interest in 60 equated monthly installments of Rs.3,726/- commencing from 26.01.2016. The defendant also executed hypothecation agreement infavour of the plaintiff bank for the debt of the loan amount.

6.2) But, the defendant is irregular in repayment of loan amount. As, per the accounts maintained by the plaintiff bank the defendant is in due of Rs.1,06,496/- as on 09.12.2021. After repeated demands made by the plaintiff bank to repay the loan the defendant failed to pay the same. So, inorder to collect the balance loan amount with interest the plaintiff bank filed the suit for the relief of recovery of suit amount.



6.3) In, order to prove the defendant 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 Loan Agreement, Hypothecation agreement and Revival letters dated 24.09.2019 and 28.09.2022 as Ex A1 to A3. As, per Ex.A3 Revival letters, 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 A3 and as per the evidence of PW.1, the plaintiff bank proved the defendant is liable to repay the suit amount with interest and cost. To defend the above said aspects, after receiving the summons the defendant failed to appear before this court. So, he was set ex-parte. Hence, as per the discussions made above, as per the evidence of PW.1 and Ex.A1 to Ex.A3 this Court hereby comes to a conclusion the plaintiff bank has proved the case. So, the plaintiff bank is entitled for the relief of recovery of money to the tune of Rs.1,37,674/- (Rupees One Lakh Thirty seven thousand six Hundred and Seventy four only) from defendant. 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 defendant is 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 defendant is hereby directed to repay a sum of Rs.1,37,674/- (Rupees One Lakh Thirty seven thousand six Hundred and Seventy four only) 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% from the date of decree 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 16th day of April 2026.

Additional Subordinate Judge,
Tiruppur.

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

P.W.1	Thiru. Sathiyam	S/o. Tagore
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II. Documents marked on the side of the Plaintiff :-

Ex.A1	26.09.2016	Agreement of term loan
Ex.A2	26.09.2016	Hypothecation agreement of term loan
Ex.A3	24.09.2019, 20.09.2022	Revival letter – 2No.s

Additional Subordinate Judge,
Tiruppur.

TNTI040008222022



**Fair/Draft Judgment in
O.S. No.260/2022
Dated : 16.04.2026
ASJ Court, Tiruppur.**
