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 04th day of August – 2026

O.S No: 39-2025
CNR No: TNTI04-000071-2025

Messrs. Canara Bank,
Represented by its Manager
Annupparpalayam Branch,
Annupparpalayam. …..Plaintiff

//Versus//

1. M. Suresh Kumar
2. P. Madhavan

….. Defendants

This suit is coming on hearing before me on 29.07.2026 in the presence of Thiru. M. Kirubagar, M.A., LL.M., 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.

JUDGMENT

The plaintiff has been filed the suit for recovery of money directing the defendants to pay a sum of Rs.2,39,744/- to the plaintiff with interest at the rate of 10.85%p.a compounded monthly from the date of suit till the date of realization and with cost and other such reliefs.

1. Brief case of the Plaintiff:

The plaintiff is a Nationalized Bank constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having a branch at Anupparpalayam. The Branch Manager, K. Sasireka, is duly authorized to represent the bank by virtue of the Authorization Letter dated 31.12.2024. The plaintiff's case is that the 1st defendant is the son of the 2nd defendant. The defendants approached the plaintiff bank for an educational loan of Rs.1,74,000/- to enable the 1st defendant to pursue B.E. (Mechanical Engineering) at Maharaja Institute of Technology during 2013–2016. Based on the loan application dated 23.09.2013, the bank sanctioned the loan on 28.04.2014. Though Rs.1,74,000/- was sanctioned, the defendants availed only Rs.1,17,000/-. On 28.04.2014, the defendants executed an Educational Loan Agreement and Letter of Undertaking, agreeing to repay the loan in 84 equal monthly installments, commencing one year after completion of the course or six months after securing employment, whichever was earlier, with interest at 11.70% per annum (presently 11.35% p.a.) along with applicable penal interest.

The loan was maintained under Loan Account No. 3438651000117. The 1st defendant completed the course in June 2017, and repayment became due from June 2018. The defendants subsequently acknowledged their liability by executing Acknowledgements of Debt and Security Letters dated 16.11.2019 and 27.01.2022, the latter being the last acknowledgment, thereby keeping the suit within the period of limitation. As per the plaintiff bank's statement of accounts, a sum of Rs.2,39,744/- was due and payable by the defendants as on 27.08.2024. Despite repeated demands, the defendants failed to discharge the loan liability. Hence, the plaintiff has filed the present suit for recovery of the said amount together with contractual interest and costs.

2. The summon to the defendants served through paper publication. Defendants not present. No representation on defendants side. Defendants set exparte on 09.04.2026.

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 and oral submission made by the plaintiff side perused. The plaintiff try to prove their case through evidence of PW-1, and Ex.A1 to Ex.A8. Ex.A1 was Authorization Letter dated 02.07.2026, Ex.A2 was Educational Loan Application given by the defendants dated 23.09.2013, Ex.A3 was Loan Sanction Order dated 28.04.2014, Ex.A4 was Educational Loan agreement dated 28.04.2014, Ex.A5 was Acknowledgment Letter given by the defendants acknowledging the outstanding liability dated 28.04.2014, Ex.A6 was Acknowledgment Letter given by the defendants acknowledging the outstanding liability dated 16.11.2019, Ex.A7 was Acknowledgment Letter given by the 2nd defendant, Ex.A8 was Account statement .

5. On the side of plaintiff, learned counsel argued that the suit is filed within the stipulated period and plaintiff bank have proved the plaint averments through chief examination of PW1 .

6. Though summons was duly served, the defendant appeared and subequently absent and was set ex parte. Therefore, the oral and documentary evidence adduced by the plaintiff has remained unchallenged and unrebutted. Since the plaintiff's oral testimony is duly corroborated by the documentary evidence and remains unrebutted, this Court holds that the plaintiff has successfully proved the loan transaction and the defendant's liability. The suit has also been filed within the period of limitation.

7. The defendants have not appeared before the court for filing any written statement to deny the plaint averments and signature in the loan application. The defendants not appeared for taken stand for they 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.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.2,39,744/- (Rupees Two Lakhs Thirty Nine Thousand Seven hundred and forty 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 realization 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 04th day of August – 2026.

UMA MAHESHWARI
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Date: 2026.08.04 19:18:59 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Marimuthu

2. Plaintiffs Exhibits :-

Ex.A1	02.07.2026	Authorization Letter	Copy
Ex.A2	23.09.2013	Educational Loan Application given by the defendants	Original
Ex.A3	28.04.2014	Loan Sanction Order	Original
Ex.A4	28.04.2014	Educational Loan agreement	Original
Ex.A5	28.04.2014	Acknowledgment Letter given by the defendants acknowledging the outstanding liability	Original
Ex.A6	16.11.2019	Acknowledgment Letter given by the defendants acknowledging the outstanding	Original

		liability	
Ex.A7	27.01.2022	Acknowledgment Letter given by the 2nd defendant	Original
Ex.A8		Account statement	Original

3. Defendant's side Witness :- Nil

4. Defendant'sExhibits :- Nil

UMA MAHESHWARI

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Date: 2026.08.04 19:19:07 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

****
Fair/Draft Judgment in
O.S. No. 39/2025
Dated : 04.082026
ASJ Court, Tiruppur.
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