IN THE COURT OF ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR

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

Thursday, this the 06th day of August – 2026

O.S No:396-2024
CNR No: TNTI04-001220-2024

M/s. State Bank of India,Main Branch,
Tirupur, Represented By its Branch Manager …..Plaintiff

//Versus//

1. Mr. Vallarasu, S/o.Sivasankar,
2. Mr. Sivasankar, S/0. Kannappan,

….. Defendants

This suit came before me for final hearing on 01.08.2026 in the presence of Thiru. A. Sachignananda Kumar, B.com., 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.

JUDGMENT

The plaintiff has been filed the suit for recovery of money directing the defendants to pay a sum of Rs.2,78,546/- at the rate of 10.95%p.a with interest to the plaintiff with subsequent interest at the rate of 10.95%p.a calculated at monthly rests, from the date of suit and till the date of realization with costs and other such reliefs.

1. Brief case of the Plaintiff:

The case of the plaintiff is that the Plaintiff is a Nationalised bank represented by its Branch Manager. The 1st defendant availed an Education Loan of Rs.3,54,000/- from the Plaintiff Bank for pursuing B.Sc. (Aircraft Maintenance Science) for the period from 2018 to 2021. The 2nd defendant, being the father of the 1st defendant, stood as the co-obligant. The defendants applied for the loan on 16.07.2018, and the loan was sanctioned on 17.09.2018 under Loan Account No. 37951533535. On 19.09.2018, the defendants executed the Education Loan Agreement, Arrangement Letter and other connected loan documents, agreeing to repay the loan with interest in 180 equated monthly installments. The repayment commenced from 04.04.2022. However, the defendants failed to pay the installments regularly and committed default despite repeated demands and reminders from the Plaintiff Bank. As per the certified statement of account, a sum of Rs.2,78,546/- was due and payable by the defendants as on 08.10.2024, together with interest at the agreed rate of 10.95%

per annum with monthly rests, subject to revision as per applicable banking norms. Hence, the Plaintiff has filed the present suit seeking recovery of the outstanding amount from the defendants along with interest and costs.

2. The summon to the defendants published through paper publication. Defendants not present. No representation on defendants side. Defendants set exparte on 27.11.2025.

3. On the side of plaintiff, the Branch Manager of the plaintiff bank was examined as PW-1 and Ex.A1 to Ex.A5 were marked.

4. Plaint, evidence of plaintiff side and documents and oral submission made by the plaintiff side perused. On the side of plaintiff, they have to prove their case through evidence of PW-1, and Ex.A1 to Ex.A5. Ex.A1 was Loan application given by the defendants to the plaintiff bank dated 16.07.2018, Ex.A2 was Sanction letter issued by the plaintiff bank in favour of the defendants dated 17.09.2018, Ex.A3 was Educational Loan agreement executed by the defendants in favour of the plaintiff bank dated 19.09.2018, Ex.A4 was Letter relating to the defendants acceptance dated 18.09.2018, Ex.A5 was Statement of Account relating to loan transaction from the period 18.09.2018 to 01.10.2024 dated 01.10.2024.

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 and Ex.A1 to A5.

6.On perusal of documents produced by the plaintiff, the defendants has given the loan application Ex.A1 dated 16.07.2018, shows that the defendants applied for the Educational loan. Ex.A2, the sanction letter dated 17.09.2018, proves that the plaintiff bank sanctioned the educational loan of Rs.3,54,000/-. Ex.A3 the Education Loan Agreement dated 19.09.2018 was executed by the defendants in favour of the Plaintiff Bank, whereby they agreed to the terms and conditions of the loan and undertook to repay the loan amount with applicable interest. Ex.A4 the acceptance/undertaking letter dated 18.09.2018 further supports the acceptance of the loan facility and the repayment obligations of the defendants.Ex.A5 statement of loan account, which discloses the transactions in the loan account and the outstanding amount payable by the defendants. As per the Plaintiff's case, a sum of Rs.2,78,546/- was due as on 08.10.2024, together with applicable interest. Therefore, the defendants have not contested the claim, the plaintiff has established the liability of the defendants, who are jointly liable to repay the amount due.

7. Though summons was published, the defendants not appeared and absent

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.

8. 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.A5. 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.2,78,546/- (Rupees Two Lakhs Seventy Eight Thousand Five hundred and Forty Six 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 06th day of August – 2026.

UMA MAHESHWARI

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Date: 2026.08.06 18:25:07 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Sudarvannan

2. Plaintiffs Exhibits :-

Ex.A1	16.07.2018	Loan application given by the defendants to the plaintiff bank	Original
Ex.A2	17.09.2018	Sanction letter issued by the plaintiff bank in favour of the defendants	Original
Ex.A3	19.09.2018	Educational Loan agreement executed by the defendants in favour of the plaintiff bank	Original
Ex.A4	18.09.2018	Letter relating to the defendants acceptance	Original
Ex.A5	01.10.2024	Statement of Account relating to loan	Online Copy

		transaction from the period 18.09.2018 to 01.10.2024	

3. Defendant's side Witness :- Nil

4. Defendant'sExhibits :- Nil

UMA MAHESHWARI

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Date: 2026.08.06 18:25:11 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

****
Fair/Draft Judgment in
O.S. No. 396/2024
Dated : 06.082026
ASJ Court, Tiruppur.
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