IN THE COURT OF ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR

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

Wednesday, this the 05th day of August – 2026

O.S No: 412-2024
CNR No: TNTI04-001245-2024

Canara Bank,
Mangalam Branch,
Rep, by its Branch Manager …..Plaintiff

//Versus//

1. R. Sundar
2. C. Ramachandran

….. Defendants

This suit is coming on hearing before me on 30.07.2026 in the presence of Thiru. D. Kuppusamy, B.A., 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 defendant to pay a sum of Rs.2,37,708/- together with subsequent interest at the rate of 12%p.a with half yearly rests, from the date of suit till the date of realization, with cost and other such reliefs.

1. Brief case of the Plaintiff:

The case of the plaintiff is that the Plaintiff is a Nationalized Bank having its Mangalam Branch and is engaged in advancing loans for educational and other purposes. At the request of the 1st defendant, the Plaintiff sanctioned an Educational Loan of Rs.1,69,000/- on 16.02.2017 under Loan A/c No. 1339651014778 for pursuing B.E. Mechanical Engineering at Kalaignar Karunanithi Institute of Technology. The 2nd defendant, being the father and guardian of the 1st defendant, who was then a minor, executed the Educational Loan Application and Educational Loan Agreement dated 16.02.2017 on behalf of the 1st defendant, agreeing to repay the loan with interest. After attaining majority, the 1st defendant executed a Ratification Letter dated 09.03.2018, thereby confirming and ratifying the loan transaction and the agreement executed during his minority. The 1st defendant completed his course on 31.05.2021, and after the permissible holiday period of one year, the loan became repayable from 31.05.2022. The defendants failed to discharge the loan liability and subsequently executed a Revival Letter dated 24.07.2024, acknowledging the outstanding liability and the correctness of the debit balance. As per the Plaintiff's certified statement of account, a sum of Rs.2,37,708/- was due as on 17.06.2024. The Plaintiff claimed interest as per the loan terms and applicable bank/RBI norms. The Plaintiff issued a Legal Notice dated 01.08.2024 demanding payment of the outstanding amount. The notice was returned on 02.08.2024 with the endorsement that the addressee could not be located. Despite the demand, the defendants failed to repay the amount. Hence, the Plaintiff was constrained to file the present suit for recovery of the outstanding loan amount, subsequent interest and costs.

2. The defendants 1 and 2 summon served and appeared before the court. But subsequently written statement not filed on the side of defendants and defendants set exparte on 21.03.2025.

3. On the side of plaintiff, the Branch Manager of the plaintiff bank was examined as PW-1 and Ex.A1 to Ex.A6 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.A6. Ex.A1 was Loan application given by the defendants to the plaintiff bank dated 16.02.2017, Ex.A2 was Educational Loan Agreement executed by the defendants in favour of the plaintiff bank dated 16.02.2017, Ex.A3 was Letter given by the 1st defendant to the plaintiff bank dated 09.03.201, Ex.A4 was Rivival letters given by the defendants to the plaintiff bank dated 16.10.2019, 25.10.2021, 24.07.2024, Ex.A5 was Legal notice issued by the plaintiff bank to the defendants dated 01.08.2024, Ex.A6 was two returned covers containing the legal notice dated 02.08.2024.

5. On the side of plaintiff, learned counsel argued that the suit is filed within the stipulated period and plaintiff have proved the plaint averments through chief examination of PW1 amd Ex.A1 to A6.

6. On perusal of documents produced by the plaintiff, Ex.A1 Loan Application dated 16.02.2017 and Loan Agreement Ex.A2 dated 16.02.2017, which establish that the defendants availed the educational loan from the Plaintiff Bank. The letter executed by the 2nd defendant in favour of the plaintiff bank Ex.A3 and Ex.A4, the Revival/Acknowledgment Letters dated 16.10.2019, 25.10.2021 and 24.07.2024, establishes that the defendants acknowledged their subsisting loan liability. The Legal Notice dated 01.08.2024 as Ex.A5 and the returned postal cover Ex.A6, establish that the defendants were called upon to repay the outstanding amount. Thus, Ex.A1 to Ex.A6 substantiate the Plaintiff's claim, and the defendants are liable to pay the outstanding amount with applicable

interest and costs.

7. Though summons was duly served, the defendants appeared, but not filed written statement and called 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.A6. 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.2,37,708/- (Rupees Two Lakhs Thirty seven Thousand Seven hundred and 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 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 05th day of August – 2026.

UMA MAHESHWARI

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ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Rajeswaran

2. Plaintiffs Exhibits :-

Ex.A1	16.02.2017	Loan application given by the defendants to the plaintiff bank	Original
Ex.A2	16.02.2017	Loan Agreement given by the defendants in favour of the plaintiff bank	Original

Ex.A3	09.03.2018	Student attained Majority letters given by the defendants in favour of the plaintiff bank	Original
Ex.A4	16.10.2019,25.10.2021 and 24.07.2024	Revival Letters executed by the defendants in favour of the plaintiff bank	
Ex.A5	01.08.2024	Legal notice issued by the plaintiff bank to the defendants	Office Copy
Ex.A6	02.08.2024	Returned Postal Covers (2Nos)	Original

3. Defendant side Witness :- Nil

4. Defendant Exhibits :- Nil

UMA MAHESHWARI

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Date: 2026.08.05 18:13:23 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

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Fair/Draft Judgment in
O.S. No. 412/2024
Dated : 05.08.2026
ASJ Court, Tiruppur.

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