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:352-2024
CNR No: TNTI04-001109-2024

M/s. Union Bank of India, (formerly
Corporation Bank) Main Branch, Tiruppur,
Represented By its Branch Manager. …..Plaintiff

//Versus//

1. Miss. K.Kanmani, D/o. C. Karmegam,
2. Mr. Karmegam, D/o. A. Chinnah

….. Defendants

This suit came before me for final hearing on 31.07.2026 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.2,76,721/- to the plaintiff with the subsequent interest at the rate of 10.50%p.a, calculated at monthly rests, from the date of suit and till its realization, with cost and other such reliefs.

1. **Brief case of the Plaintiff:**

The case of the plaintiff is that the the loan transaction involved in the present suit was originally entered into with the erstwhile M/s. Corporation Bank, which was subsequently amalgamated with the plaintiff Bank, namely Union Bank of India, pursuant to the Government of India Gazette Notification No.G.S.R.154(E) dated 04.03.2020. The 1st defendant availed an Educational Scheme Term Loan of Rs.1,89,500/- from the plaintiff Bank for pursuing B.Tech. (Information Technology) and the 2nd defendant, being the father of the 1st defendant, stood as the co-obligant. The defendants applied for the said loan on 29.11.2010. The loan was sanctioned and the corresponding loan account was maintained by the plaintiff Bank. On 06.01.2011, the defendants executed a Demand Promissory Note, Take Delivery Letter and Undertaking Letter in favour of the plaintiff Bank, agreeing to repay the loan as per the sanctioned terms. The loan was repayable in 120 equated monthly installments, commencing from 30.11.2015. However, the defendants failed to repay the installments regularly and committed default. Despite repeated demands and reminders, they failed to clear the outstanding dues. As per the certified statement of account maintained by the plaintiff Bank, a sum of Rs.2,76,721/- was due and payable as on 14.05.2024, together with applicable interest. The defendants also executed a Revival Letter dated 24.01.2022, acknowledging the subsisting liability. Hence, the plaintiff contends that the suit is well within the period of limitation. Therefore, the plaintiff has filed the present suit seeking recovery of the outstanding amount of Rs.2,76,721/-, together with interest and costs of the suit from the defendants.

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.A7 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.A7. Ex.A1 was Loan application given by the defendants to the plaintiff bank dated 29.11.2010, Ex.A2 was Appraisal Letter issued by the plaitiff bank dated 29.11.2010, Ex.A3 was Demand Promissory Note executed by the defendants in favour of the plaintiff bank dated 06.01.2011, Ex.A4 was Letter issued by the plaintiff Bank to the defendants dated 06.01.2011, Ex.A5 was Letter of undertaking executed by the defendants in favour of the plaintiff bank dated 06.01.2011, Ex.A6 was Letters of acknowledgment executed by the defendants in favour of the plaintiff bank dated 01.02.2014, 31.01.2017, 24.01.2020, 20.01.2022, Ex.A7 was Statement of Account of the 1st defendant from the period 31.01.2017 to 14.05.2024 dated 14.05.2024.

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 A7.

6.On perusal of documents produced by the plaintiff, the defendants has given the loan application Ex.A1 dated 29.11.2010, shows that the defendants applied for the Educational loan. Ex.A2, the Appraisal letter dated 29.11.2010, which corroborates the sanction and processing of the loan facility, Ex.A3 the Demand Promissory Note dated 06.01.2011 executed by the defendants in favour of the plaintiff Bank, Ex.A4 the letter dated 06.01.2011 issued by the plaintiff Bank and Ex.A5 the loan acknowledgment/undertaking letter dated 06.01.2011 executed by the defendants. These documents establish the loan transaction and the defendants' undertaking to repay the amount due to the plaintiff Bank. Further, the defendants executed four letters of acknowledgment/revival of liability dated 01.02.2014, 31.01.2017, 24.01.2020 and 20.01.2022, which have been marked collectively as Ex.A6. The said documents show that the defendants had acknowledged the subsisting loan liability from time to time. Therefore, the plaintiff's claim cannot be said to be barred by limitation. The plaintiff has also produced the statement of account dated 14.05.2024, containing the transaction particulars from 31.01.2017 to 14.05.2024, which is marked as Ex.A7. The said statement of account discloses the outstanding liability in the loan account. The defendants have not entered appearance or adduced any evidence to disprove the correctness of the said statement of account. The plaintiff has established the liability of the defendants, who are jointly liable to repay the amount due.

7. Though summons was duly served, 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.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.2,76,721/- (Rupees Two Lakhs Seventy Six Thousand Seven hundred and Twenty One 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 18:24:26 +0530

ADDITIONAL SUBORDINATE JUDGE, TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Sasndeepnalipogu

2. Plaintiffs Exhibits :-

Ex.A1	29.11.2010	Loan application given by the defendants to the plaintiff bank	Original
Ex.A2	29.11.2010	Appraisal Letter issued by the plaitiff bank	Original
Ex.A3	06.01.2011	Demand Promissory Note executed by the defendants in favour of the plaintiff bank	Original
Ex.A4	06.01.2011	Letter issued by the plaintiff Bank to the defendants	Original
Ex.A5	06.01.2011	Letter of undertaking executed by the defendants in favour of the plaintiff bank	Original
Ex.A6	01.02.2014 31.01.2017	Letters of acknowledgment executed by the	

	24.01.2020 20.01.2022	defendants in favour of the plaintiff bank	
Ex.A7	14.05.2024	Statement of Account of the 1st defendant from the period 31.01.2017 to 14.05.2024	Original

3. Defendant's side Witness :- Nil

4. Defendant'sExhibits :- Nil

UMA MAHESHWARI

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ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

****
Fair/Draft Judgment in
O.S. No. 352/2024
Dated : 06.082026
ASJ Court, Tiruppur.
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