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: 364-2024
CNR No: TNTI04-001098-2024

M/s. Union Bank of India,(Formerly
Corporation Bank) Main Branch, Tirupur.
Represented By its Branch Manager.

…..Plaintiff

//Versus//

1. Mr. Maheshkumar, S/o. Rajeswaran,
2. Mr. Rajeswaran, S/o. Srinivasan
3. Mr. Jeevanandam,

….. Defendants

This suit is coming on hearing before me on 30.07.2026 in the presence of Thiru. A. Sachignanandhakumar, B.Com., B.L., Advocate for the plaintiff, the 3rd defendant died and steps not taken. Hence suit against D3 is dismissed as abated and 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.1,33,407/- together with subsequent interest of 13.25%p.a calculated at monthly 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 Union Bank of India, which succeeded to the erstwhile Corporation Bank pursuant to the amalgamation sanctioned by the Government of India under Gazette Notification No.G.S.R.154(E) dated 04.03.2020. The defendants availed an Education Loan of Rs.1,66,500/- from the erstwhile Corporation Bank on 01.11.2007 under Loan Account No.565621000461565, pursuant to the loan application dated 13.10.2007. The 2nd defendant is the father of the 1st defendant and stood as guarantor for the said loan. The defendants executed the Guarantee Agreement, Agreement for Term Loan, Demand Promissory Note, Take Delivery Letter, Undertaking Letter and other loan documents on 01.11.2007. The loan was repayable in 60 equated monthly instalments and the repayment was to commence from the year 2010. However, the defendants failed to repay the instalments as agreed, despite repeated demands and reminders. The loan account was classified as NPA on 03.05.2017. The defendants acknowledged their liability on 11.10.2010, 23.08.2013, 13.07.2016, 12.07.2019 and 11.07.2022.

Therefore, the plaintiff contends that the claim is not barred by limitation. The agreed rate of interest was 13.25% per annum with monthly rests. As per the certified statement of account, a sum of Rs.1,33,407/- was due and payable by the defendants as on 01.03.2024. Despite repeated demands, the defendants failed to clear the outstanding amount. Hence, the plaintiff has filed the present suit seeking recovery of Rs.1,33,407/- with interest and costs.

2. The defendants 1 and 2 summon served through paper publication. But defendants 1 and 2 not present. No representation on defendants 1 and 2 . Defendants 1 and 2 set exparte on 18.12.2025. The 3rd defendant died and steps not taken. Hence suit against D3 was dismissed as abated.

3. On the side of plaintiff, the Branch Manager of the plaintiff bank was examined as PW-1 and Ex.A1 to Ex.A9 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.A9. Ex.A1 was Loan application given by the defendants to the plaintiff bank dated 13.10.2007, Ex.A2 was Document relating to the loan executed by the defendants dated 01.11.2007, Ex.A3 was Agreement given by the defendants in favour of the plaintiff bank dated 01.11.2007, Ex.A4 was Loan security agreement given by the defendant in favour of the plaintiff bank dated 01.11.2007, Ex.A5 was Demand Promissory Note given by the defendants in favour of the plaintiff bank dated 01.11.2007, Ex.A6 was Letter issued by the plaintiff bank to the defendants dated 01.11.2007, Ex.A7 was Acknowledgment of liability letter given by the defendants in favour of the plaintiff bank dated 01.11.2007, Ex.A8 was Acknowledgement of liability letters given by the defendants in favour of the plaintiff bank dated 11.10.2010, 23.08.2013, 13.07.2014, 12.07.2019, 11.07.2022, Ex.A9 was Loan transaction of the 1st defendant from the period 03.05.2017 to 01.03.2024 dated 02.03.2024.

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 .

6. On perusal of documents produced by the plaintiff, the defendants given the loan application dated 13.10.2007 through Ex.A1. The bank also sanctioned the loan. On the basis of the loan documents, agreement, security agreement, Demand Promissory Note, Ex.A2 to Ex.A5, The subsequent acknowledgment of liability letters are marked as Ex.A8 . Thus, Ex.A1 to Ex.A8 and the account statement establish the loan transaction and the liability of the defendants through Ex.A9.

7. Though summons was duly published, the defendants 1 and 2 not appeared

and 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 1 and 2 liability. The suit has also been filed within the period of limitation.

8. The defendants 1 and 2 have not appeared before the court for filing any written statement to deny the plaint averments and signature in the loan application. The defendants 1 and 2 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 1 and 2.

FINDINGS:-

1.	**In the result, the suit is decreed as against D1 and D2.**
2.	**The defendants 1 and 2 are directed to pay a sum Rs.1,33,407/- (Rupees One Lakh Thirty Three Thousand Four hundred and Seven 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 1 and 2 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 18:14:06 +0530

**ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.**

Annexure:

1. Plaintiff's side witness :-

PW1 - Sandeepnallipogu

2. Plaintiffs Exhibits :-

Ex.A1	13.10.2007	Loan application given by the defendants to the plaintiff bank	Original
Ex.A2	01.11.2007	Document relating to the loan executed by the defendants	Original
Ex.A3	01.11.2007	Agreement given by the defendants in favour of the	Original

		plaintiff bank	
Ex.A4	01.11.2007	Loan security agreement given by the defendant in favour of the plaintiff bank	Original
Ex.A5	01.11.2007	Demand Promissory Note given by the defendants in favour of the plaintiff bank	Original
Ex.A6	01.11.2007	Letter issued by the plaintiff bank to the defendants	Original
Ex.A7	01.11.2007	Acknowledgment of liability letter given by the defendants in favour of the plaintiff bank	Original
Ex.A8	11.10.2010, 23.08.2013, 13.07.2014,12.07.2019, 11.07.2022	Acknowledgement of liability letters given by the defendants in favour of the plaintiff bank	Original
Ex.A9	02.03.2024	Loan transaction of the 1st defendant from the period of 03.05.2017 to 01.03.2024	Copy

3. Defendant side Witness :- Nil

4. Defendant Exhibits :- Nil

UMA MAHESHWARI
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ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

****
Fair/Draft Judgment in
O.S. No. 364/2024
Dated : 04.08.2026
ASJ Court, Tiruppur.
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