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: 414-2024
CNR No: TNTI04-001250-2024

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

//Versus//

1. S. Madhumitha
2. R.S. Shanmugam

….. 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, and Thiru. M. Dinesh Kumar, B.A., B.L., Advocate for the defendants. Subsequently 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.1,85,629/- 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 Bank, Mangalam Branch, is a nationalized bank engaged in advancing loans for educational and other purposes. At the request of the 1st defendant, the Plaintiff sanctioned an educational loan of Rs.1,02,000/- on 08.09.2015 under Loan Account No. 1339651014751 for pursuing B.E. Electronics and Communication Engineering at Sasurie College of Engineering. The 2nd defendant, being the father of the 1st defendant, joined as co-applicant. The defendants executed the Educational Loan Application and Educational Loan Agreement dated 08.09.2015, agreeing to repay the loan with interest at 11.45% per annum with monthly rests. The 1st defendant completed the course on 08.08.2018, and the loan became repayable after the permissible holiday period from 08.08.2019. The defendants thereafter executed Revival Letters dated 14.07.2021 and 30.06.2023, acknowledging their liability and the outstanding balance. As the defendants failed to repay the loan despite repeated demands, the Plaintiff issued a legal notice dated 01.08.2024, which was received by the defendants on 03.08.2024. As per the certified statement of account, a sum of Rs.1,85,629/- was due as on 30.07.2024. Since the defendants failed to clear the outstanding amount, the Plaintiff was constrained to institute the present suit for recovery of the said amount with subsequent interest and costs.

2. The defendants 1 and 2 summon served and defendants not appeared before the court. Subsequently defendants not present for filing written statement. No representation on defendants side. Defendants set exparte on 04.04.2025.

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 08.09.2015, Ex.A2 was Loan Agreement given by the defendants in favour of the plaintiff bank dated 08.09.2015, Ex.A3 was Acknowledgment letters relating to the loan and liability given by the defendants in favour of the plaintiff bank dated 14.07.2021 and 30.06.2023, Ex.A4 was Legal notice issued by the plaintiff Bank to the defendants dated 01.08.2024, Ex.A5 was Postal Acknowledgment Cards received by the defendants dated 03.08.2024, Ex.A6 was Statement of Account transaction particulars of the 1st defendant from the period 01.01.2011 to 30.07.2024 dated 30.07.2024.

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 A5.

6. On perusal of documents produced by the plaintiff, Ex.A1 Loan application and Ex.A2 Loan Agreement dated 08.09.2015, which establish that the defendants availed the educational loan from the Plaintiff Bank. Ex.A3 Revival/Acknowledgment Letters dated 14.07.2021 and 30.06.2023, which establish that the defendants acknowledged their subsisting loan liability. The Legal Notice Ex.A4 dated 01.08.2024 and the Postal Acknowledgment Cards Ex.A5, establish that the defendants notice was duly served. The Statement of Account Ex.A6 establishes the outstanding balance in the loan account. 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 and the defendants appeared and they did not file written statement, Subsequently absent 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 liability. The suit has also been filed within the period of limitation.

8. Even the defendants have appeared before the court and they did not filing any written statement to deny the plaint averments and signature in the loan application. The defendants not 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.1,85,629/- (Rupees One Lakh Eighty Five Thousand Six hundred and Twenty Nine 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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ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Rajeswaran

2. Plaintiffs Exhibits :-

Ex.A1	08.09.2015	Loan application given by the defendants to the plaintiff bank	Original
Ex.A2	08.09.2015	Loan Agreement executed by the defendants in favour of the plaintiff bank	Original
Ex.A3	14.07.2021,30.06.2023	Acknowledgment letters relating	Original

		to the loan and liability given by the defendants in favour of the plaintiff bank	
Ex.A4	01.08.2024	Legal notice issued by the plaintiff Bank to the defendants	Office Copy
Ex.A5	03.08.2024	Postal Acknowledgment Cards received by the defendants	Original
Ex.A6	30.07.2024	Statement of Account transaction particulars of the 1st defendant from the period 01.01.2011 to 30.07.2024	

3. Defendant side Witness :- Nil

4. Defendant Exhibits :- Nil

UMA MAHESHWARI

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Date: 2026.08.04 19:10:10 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

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Fair/Draft Judgment in
O.S. No. 414/2024
Dated : 04.08.2026
ASJ Court, Tiruppur.

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