

In the Court of the Additional District Munsif, Tiruppur

**Present:- Tmt.A.Subashri L.L.M.,
(JO. Code : TN02207)
Additional District Munsif, Tiruppur**

**Tuesday, the 17th day of March 2026
(2057 Tiruvalluvarandu, Sri VisuvaVarudam, 3rd day of Panguni)**

O.S.No.34/2024

CNR No. TNTI07-000027-2024

State Bank of India,
Bazaar Branch Tiruppur
Represented by its
Branch Manager

..Plaintiff

..Vs..

M.Sornam

..Defendant

This suit is coming on 09.03.2026 for final hearing before this court in the presence of Thiru.A.Sachignanandakumar Advocate for the Plaintiff and the Defendants remained exparte, upon hearing plaintiff side argument and all connected material records and having stood over till this day for consideration, this court delivered the following,

JUDGMENT

Suit is filed for recovery of money directing the defendant to pay the sum of Rs.55,181/-to the plaintiff bank together with subsequent interest from the date of filing of the suit with current and future interest of 11.30% p.a till the date of realization and for costs.

2. The brief averments of the amended plaint is as follows:-

2.1 The case of the plaintiff is that, the defendant had approached loan facilities namely, “ PRADHAN MANTRI MUDRA YOJANA” scheme from this plaintiff on 29.12.2018 for Rs.80,000/- vide an application dated 28.12.2018 the defendant had sought for the said loan facility. That the said PMMY loan scheme was sanctioned by the plaintiff bank at once bearing loan A/c No.38151364678 on 28.12.2018 for Rs.80,000/- . On 29.12.2018 the defendant had executed a letter of arrangement, agreement of loan cum Hypothecation in favour of this plaintiff bank.

2.2 That after availing the said loan, the said defendant did not repay the said loan. The defendant had defaulted in repaying the loan intentionally, in violation to the agreed terms. That as the defendant had defaulted in making payments for the said loan even after several demands, the plaintiff bank had issued several oral proceedings to the defendant. Even after the said several demands and numerous reminders the defendant had not bothered to repay the dues payable to the plaintiff bank. The said loan account had reached a sum of Rs.55,181/ as on 09.10.2023 with interest . That even after several demands, the defendant has not settled the amounts due to the plaintiff bank.

2.3 As on 09.10.2023 a total amount of Rs.55,181/- with interest is payable by the defendant to the plaintiff. The plaintiff bank is maintaining proper books of accounts for the entire transactions maintained by the defendants. The duly certified account statement is produced herewith as a plaint document and it reveals the amounts payable from the defendant. The said account statement shall be treated as a part and parcel of this plaint. The defendant are not paying the dues to the plaintiff bank with some ulterior motive and to get unlawful gain. It is just and lawful for the defendant to pay the plaintiff bank the dues as stated above and hence the suit.

3. The Defendant not appeared before this court and she called absent set- exparte.

4. On the side of the plaintiff bank, Branch Manager Mr. Janavinothkumar has been examined as PW1 and Ex.A1 to Ex.A6 have been marked.

5. Heard. Perused the oral evidence and the relevant records of case.

6. To determine the suit the question arises, whether the plaintiff is entitled to the relief as prayed for?

7. **POINTS:-**

7.1 The Plaintiff submitted that the Defendant approached the plaintiff's bank for PRADHAN MANTRI MUDRA YOJANA facility and a sum of Rs.80,000/- was sanctioned to the Defendant for that Ex.A2 loan application, Ex.A3 post sanction letter, Ex.A4 agreement for term loan and hypothecation, Ex.A5 arrangement letter are executed by the defendant and thereby the defendant is liable to pay a sum of Rs.55,181/- to the plaintiff Bank.

7.2. To prove the same Plaintiff Bank Branch Manager examined himself as PW1 and Ex.A1 to Ex.A6 have been marked. On perusal of Ex.A2 loan application, Ex.A3 post sanction letter, Ex.A4 agreement for term loan and hypothecation, Ex.A5 arrangement letter and Ex.A6 statement of accounts, it is proved that the Defendants are liable to pay a sum of Rs.55,181/ with interest to the plaintiff bank as on 09.10.2023.

7.3 Further, Defendant has been proceeded exparte, the averments stated by the plaintiff remained un-rebutted. Hence, this court comes to the conclusion that the defendant is liable to pay a sum of Rs.55,181/ -with subsequent interest to the plaintiff's bank.

7.4. In the result, the suit is decreed in favour of the plaintiff bank, directing the defendants to pay the sum of Rs.55,181/- together with the interest at the rate of

9% P.A. from the date of institution of suit to till the date of decree and interest at the rate of 6% P.A. from the date of decree to till the realization of entire amount. Time for payment two months. The defendant also liable to pay the cost of the suit to the plaintiff.

Directly dictated to Steno-typist and typed by her directly in computer, corrected and pronounced by me in open court and uploaded, this the 17th day on March 2026.

Additional District Munsif,
Tiruppur.

Plaintiff side witnesses: -

P.W1 – Mr.Janavinothkumar, Branch Manager.

Plaintiff side Documents:-

Ex.A1	-	Authority letter	Original
Ex.A2	28.12.2018	Loan application form	Original
Ex.A3	22.09.2021	Post sanction letter	Original
Ex.A4	28.12.2018	Agreement for term loan and Hypothecation	Original
Ex.A5	29.12.2018	Arrangement letter	Original
Ex.A6	-	Account statement	Computerized copy

Defendant's side Evidences and Documents: Nil

Additional District Munsif,
Tiruppur .

O.S.No.34/2025
Fair / Draft Judgment
Date : 23.01.2026