

**IN THE COURT OF ADDITIONAL DISTRICT JUDGE, UDUMALPET.****PRESENT: Thiru.V.John Mino, B.A.,B.L.,**

IV Additional District Judge, Udumalpet(FAC),

Friday, the 21st day of June, 2024**O.S. No.46 of 2023****[CNR No.TNTI25-000077-2023]**

Union Bank of India (E-Corporation Bank),
Poosaripatti Branch represented
By its Branch Manager.

... Plaintiff

Vs.

1.B.Vasanthamani,

2.B.Vishnu,

3.B.Sridar,

4.K.Vivekanandam

... Defendants

The suit having been heard on 21.06.2024 in the presence of Shri.A.R.Hariprasaadh, learned Counsel for the Plaintiff and Shri.D.Ramesh, learned Counsel for the Defendants and the Defendants have subsequently remained set *ex parte*, and the case having stood over for my consideration till this day, I delivered the following:-

J U D G M E N T

The plaintiff has filed the suit based on mortgage against the Defendants directing them to pay to the plaintiff bank a sum of Rs.3,42,706.98/- and Rs.10,14,417.90/- towards two loans with interest.

2. The gist of the plaint is as follows:-

(a) The defendants 1 to 3 herein is the loan applicant cum borrower. The 4th defendant is guarantor. The 1st defendant is mother of 2nd and 3rd defendant. The defendants had applied loan from the Plaintiff bank for Agricultural Loans on 20.09.2016 and 18.10.2016, a sums of Rs.4,00,000/- and



Rs.7,00,000/- were sanctioned on 20.09.2016, 18.10.2016. The defendants had executed the loan agreements and the demand Promissory notes on 20.09.2016 and 18.10.2016 and the Defendants had executed necessary loan documents for repay the loan amount with interest at the rate of 10.35% and 11.60% per annum. The defendants created an equitable mortgage deed for the said loan on 08.09.2016 and executed a Registered Memorandum of Deposit of Title Deeds on 09.09.2016. They also executed acknowledgements of debt/Liability on 01.08.2019 for the said loans. When the Plaintiff demanded the same, the Defendants did not pay and defendants defaulted the loans and hence the suit is filed for recovery of money.

3. The defendants have remained exparte.

4. The point for consideration is as to whether the plaintiff is entitled for preliminary decree as prayed for.

5. To prove the case of the plaintiff, the Bank Manager was examined as PW1 and he filed proof affidavit reiterating the averments of the plaint and produced Ex.A1 to Ex.A17.

6. I have heard the learned counsel for the plaintiff and perused the records. The Plaintiff has produced the Ex.A1 to Ex.A17 documents to show that the Defendants have executed mortgage deed with the Plaintiff-Bank. The above oral evidence of the plaintiff supported by the documentary evidence would show that the defendants have availed the loans from the plaintiff- Bank and committed default. The undisputed pleadings of the plaint and the evidence of the plaintiff would make this court to believe the entire case of the plaintiff. On perusal of Ex.A1 to Ex.A17 calculating the dues, the plaintiff bank is entitled to the amount of Rs.3,42,706.98/-(Rupees Three Lakhs Fourty Two Thousand Seven Hundred Six and Ninety Eighty Paise only) and Rs.10,14,417.90/-(Rupees Ten Lakhs Fourteen Thousand Four Hundred Seventeen and Ninety Paise only) to the Plaintiff bank with interest at the rate of 10.35% and 11.60% per annum on the principal sums of Rs. 3,16,621/- and



Rs.7,00,000/- from the date of the suit till this date and thereafter at the rate of 6% per annum on the principal sums till realization.

7. In fine, the preliminary decree is passed as follows:

(a) That directing the Defendants are jointly, severally and personally to pay Rs.3,42,706.98/-(Rupees Three Lakhs Fourty Two Thousand Seven Hundred Six and Ninety Eighty Paise only) and Rs.10,14,417.90/-(Rupees Ten Lakhs Fourteen Thousand Four Hundred Seventeen and Ninety Paise only) to the Plaintiff bank with interest at the rate of 10.35% and 11.60% per annum on the principal sums of Rs.3,16,621/- and Rs.7,00,000/- from the date of the suit till this date and thereafter at the rate of 6% per annum on the principal sums till realization and the same is hereby declared to be due;

(b) That the Defendants shall pay the costs of the suit;

(c) That the defendants shall pay the amount within two months and the plaintiff shall re-transfer the mortgage document in favour of the Defendants;

(d) That if the defendants did not pay the amount as ordered in the above clauses, the plaintiff is entitled to proceed with the sale against the suit property; and

(e) That the Plaintiff is given liberty to approach the Court for final decree on the default of the Defendants.

Dictated to the Steno Typist and typed by her through Computer, corrected and pronounced by me in the open Court on this the 21st day of June 2024.

IV Additional District Judge(FAC),
Udumalpet.

APPENDIX

Plaintiff's side Witnesses:-

1. PW1 - Swaminathan

**Plaintiff's Side Exhibits :-**

1.	20.09.2016	:	Application for Agricultural Credit Short Term/Term Loan - Original
2.	20.09.2016	:	Credit Sanction Intimation in respect of loan account Number CCCK/160065/560381001794659 – Original
3.	20.09.2016	:	Hypothecation agreement in respect of Loan Account Number CCCK/160065/560381001794659 – Original
4.	20.09.2016	:	Letter of Undertaking in respect of Loan Account Number CCCK/160065/560381001794659 – Original
5.	20.09.2016	:	Deed of Guarantee in respect of Loan Account Number CCCK/160065/560381001794659 – Original
6.	01.08.2019	:	Acknowledgement of Debt/Liability by the Borrower/in respect of Loan Account Number CCCK/160065/560381001794659 – Original
7.	18.10.2016	:	Application for Corp Kisan Loan Scheme - Original
8.	18.10.2016	:	Credit Sanction Intimation in respect of loan account Number AGTL/160012/560931000312371 – Original
9.	18.10.2016	:	Agreement for Term loans in respect of Loan Account Number AGTL/160012/560931000312371 – Original
10.	18.10.2016	:	Common Deed of Hypothecation for Agricultural Loans in respect of loan Account Number AGTL/160012/560931000312371 – Original
11.	18.10.2016	:	Letter of Undertaking in respect of Loan Account Number AGTL/160012/560931000312371 – Original
12.	18.10.2016	:	Guarantee Agreement in respect of Loan Account Number AGTL/160012/560931000312371 – Original
13.	01.08.2019	:	Acknowledgement of Debt/Liability by the Borrower/in respect of Loan Account Number AGTL/160012/560931000312371 – Original
14.	25.04.2012	:	Registered Sale Deed executed by G.Manoj-1 and Govindaraj-2 in favour of C.Balagurusamy, (Vide Document Number 1464/BK1/2012, SRO Gomangalam) - Original
15.	09.09.2016	:	Memorandum of Deposit of Title Deeds executed by Defendants Vasanthamani-1, B.Vishnu-2 and B.Sridhar-



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		3 in favour of plaintiff Bank, (vide Document Number 2345/BK1/2016, SRO Gomangalam) - Original
16.	21.07.2017 to 20.09.2022	: Statement of Accounts for the period of 21.07.2017 to 20.09.2022 in respect of Loan Account number CCCK/160065/560381001794659 - Original
17.	21.07.2017 to 20.09.2022	: Statement of Accounts for the period from 11.09.20218 to 08.02.2023 in respect of Loan Account number AGTL/160012/560931000312371 - Original

IV Additional District Judge(FAC),
Udumalpet.

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