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**IN THE COURT OF ADDITIONAL DISTRICT JUDGE, UDUMALPET.**

**PRESENT: Thiru.V.John Mino, B.A.,B.L.,**

Additional District Judge, Udumalpet(FAC),

Friday, the 10<sup>th</sup> day of November 2023

**O.S. No.565 of 2023**

**[CNR No.TNTI25-000446-2023]**

Canara Bank,  
Thungavai Branch,  
Represented by its Branch Manager

... Plaintiff

Vs.

1.R.Anitha

2.R.Rajagopal

... Defendants

The suit having been heard on 01.11.2023 in the presence of Shri.D.Kuppusamy, learned Counsel for the Plaintiff and the defendants have remained set *exparte*, 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 for recovery of Rs.15,40,973/- with interest.

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

The 1<sup>st</sup> defendant has applied loan from the plaintiff bank for Education loan facility scheme loan for M.B.A on 29.12.2008 a sum of Rs.2,60,900/- was sanctioned and execution of necessary documents on 02.01.2009. The Defendants agreed to repay the loan amount with interest at the rate of 12.25%



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per annum. The 2<sup>nd</sup> defendant is the Co Obligant and the father of the 1<sup>st</sup> defendant. The plaintiff respectfully submits that the present loan is an educational loan and the 1<sup>st</sup> defendant is allowed a holiday period of one year after completing the course of studies. The 1<sup>st</sup> defendant obtained the present loan on 29.12.2008 for studying M.B.A and he was studying in 1<sup>st</sup> year in Hindhusthan College of Arts and Science. The 1<sup>st</sup> defendant completed the course on June 2010. Hence the defendants have to repay the loan from June 2011. The defendants executed revival letter on 28.01.2014, 27.12.2016, 01.11.2019 and 05.07.2021. When the Plaintiff demanded the same, the Defendants did not pay and hence the Plaintiff issued a notice dated 24.06.2023 and it was received the said notice on 01.07.2023. Since, the defendants committed default, after receipt of notice the defendants have not come forward to repay the debt with interest. Hence, the suit.

3. The Defendants have remained *exparte*.

4. The point for consideration is as to whether the plaintiff is entitled for recovery of the money 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.A11.

6. I have heard the learned counsel for the plaintiff and perused the records.



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7. The plaintiff has produced the Ex.A1 to Ex.A11 to show the loan availed by the defendants. The Ex. A11 is the statement of accounts.

8. The above oral evidence of the plaintiff supported by the documentary evidence would show that the defendants have availed the loan from the plaintiff- Bank and committed default. The undisputed pleadings of the plaintiff and the evidence of the plaintiff would make this court to believe the entire case of the plaintiff. There are no materials to discredit and discard the case of the plaintiff. Accordingly, I hold that the plaintiff is entitled for recovery of money as prayed for.

9. Insofar as the interest is concerned, though the plaintiff demanded for 12 % per annum, considering the nature of the transactions, this court awards a simple interest at a rate of 6% per annum from the date of the suit on the suit amount till realization.

In fine, the suit is decreed with Costs directing the Defendants to repay jointly and severally Rs.15,40,973/-(Rupees Fifteen Lakhs Fourty Thousands Nine Hundred and Seventy Three only) with Simple interest at a rate of 6% per annum throughout from the date of the suit till realization.

Dictated to the Steno Typist and typed by her through Computer, corrected and pronounced by me in the open Court on this the 10<sup>th</sup> day of November, 2023.

Additional District Judge(FAC),  
Udumalpet.



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### APPENDIX

#### Plaintiff's side Witnesses:-

1. PW1 - M.Praveenkumar

#### Plaintiff's Side Exhibits :-

|     |                                |   |   |
|-----|--------------------------------|---|---|
| 1.  | 29.12.2008                     | : | Education loan application executed by the defendants infavour of the plaintiff bank          |
| 2.  | 02.01.2009                     | : | Agreement for Education loan scheme executed by the defendants infavour of the plaintiff bank |
| 3.  | 02.01.2009                     | : | Agreement Cum Deed of Hypothecation executed by the defendants infavour of the Plaintiff Bank |
| 4.  | 28.01.2014                     | : | Revival letter executed by the defendants infavour of the plaintiff bank for Rs.2,60,900/-    |
| 5.  | 27.12.2016                     | : | Revival letter executed by the defendants infavour of the plaintiff bank for Rs.2,60,900/-    |
| 6.  | 01.11.2019                     | : | Revival letter executed by the defendants infavour of the plaintiff bank for Rs.2,60,900/-    |
| 7.  | 05.07.2021                     | : | Revival letter executed by the defendants infavour of the plaintiff bank for Rs.2,60,900/-    |
| 8.  | 24.06.2023                     | : | Office copy of the legal notice   |
| 9.  | 01.07.2023                     | : | Acknowledgement card for the 1 <sup>st</sup> defendant  |
| 10. | 01.07.2023                     | : | Acknowledgement card for the 2 <sup>nd</sup> defendant  |
| 11. | 02.01.2009<br>to<br>07.06.2023 | : | True copy of statement of account   |

Additional District Judge(FAC),  
Udumalpet.

OS.No.565/2023  
Fair/Draft Judgment  
D.D:10.11.2023  
ADJ, Udumalpet