IN THE COURT OF ADDITIONAL DISTRICT JUDGE, UDUMALPET

PRESENT **:** Thiru.N.Muralidharan,B.A.,B.L.,
Additional District Judge,
Udumalpet.

Tuesday, the 18th day of October 2022
(2053 Tiruvalluvarandu, Sri Subakiruthu Varudam, 01st day of Ippasi)

O.S.No.82/2021

(CNR.No. TNTI25-000349-2022)

Union Bank of India,
Karatholuvu Branch,
Rep. by its Branch Manager,
(Previously known as Corporation Bank, Karatholuvu Branch
now Amalgamated with Union Bank of India)

… Plaintiff

-Vs-

1) P. Balasubramaniam

2) C. Subramaniam ...Defendants

This Suit came before me for final hearing on 14.10.2022 in the presence of Thiru.M.A.Kanagaraj, Thiru.K.Kandakumarraj and Thiru.K.Magudeeswaran Advocates for the Plaintiff and the Defendants remained exparte and upon perusing the plaint averments, connected material records and upon hearing the arguments of the plaintiff's side and having stood over till this day for consideration, this Court delivered the following :

JUDGMENT

This suit is filed by the plaintiff Bank seeking to pass a preliminary decree directing the defendants to jointly, severally and personally pay plaintiff bank a sum of Rs.6,40,928/- + Rs.5,30,547/- + Rs.3,36,424/- that is a total sum of Rs.15,07,899/- along with 12% subsequent interest per annum for the total principle amount of Rs.10,55,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within the time stipulated by this court, failing which to pass a final decree for the sale of the schedule mentioned mortgaged property so as to realize the decreed amount.

2) <u>Brief averments in the plaint:</u>

As per the Indian Government Gazette notification vide G.S.R.No.154(E) dated 04.03.2020 of the Ministry of Finance, Department of Financial Services, the Corporation Bank was amalgamated with the Union Bank of India with effect from 01.04.2020. The first defendant on 05.03.2014 obtained an agricultural loan of Rs. 4,00,000/- from the plaintiff Bank by submitting a loan application on 05.03.2014 and for the said loan on 05.03.2014 the first defendant has executed a demand Promissory Note for Rs. 4,00,000/- in favour of the plaintiff Bank and also a Take Delivery letter to DPN for a sum of Rs. 4,00,000/- under loan A/c. No. CCCK/01/140100 (New A/c. No. 560381000515373) for Agricultural Crop loan in favour of the plaintiff Bank, agreeing to repay the said loan amount with the interest at the rate of 10.85% per annum from the date of loan until payment in full with monthly rest or at such rates and rests as a may be revised as per the instruction of the Reserve Bank of India from time to time. Further to secure the repayment of the said amount along with interest the 1st defendant has executed an Hypothecation

Agreement in favour of the plaintiff Bank on 05.03.2014 for a sum of Rs. 4,00,000/-.

The first defendant on 10.06.2014 obtained another agricultural loan of Rs. 4,35,000/- from the plaintiff Bank by submitting a loan application on 10.06.2014 and for the said loan on 10.06.2014 the first defendant has executed a demand Promissory Note for Rs. 4,35,000/- in favour of the plaintiff Bank and also a Take Delivery letter to DPN for a sum of Rs. 4,35,000/- under loan A/c. No. CKLS/01/140015 (New A/c. No. 560941000074177) for Agricultural Term loan in favour of the plaintiff Bank, agreeing to repay the said loan amount with the interest at the rate of 11.35% per annum from the date of loan until payment in full with monthly rest or at such rates and rests as a may be revised as per the instruction of the Reserve Bank of India from time to time. Further to secure the repayment of the said amount along with interest the 1st defendant has executed a crops/stocks Hypothecation Agreement in favour of the plaintiff Bank on 10.06.2014 for a sum of Rs. 4,35,000/-.

The first and second defendants on 27.03.2015 obtained another agricultural loan of Rs.2,20,000/- from the plaintiff Bank by submitting a loan application on 27.03.2015 and to secure the repayment of the said amount along with interest on 27.03.2015 the 1st defendant has executed an agreement for term loans in favour of the plaintiff Bank for a sum of Rs. 2,20,000/- under loan A/C No. AGTL/01/150003 (New A/c. No. 560931000144086) for Agricultural term loan in favour of the plaintiff Bank agreeing to repay the said loan amount with in the interest at the rate of 12.35% per annum from the date of loan until payment in full with monthly rest or at such rates and rests as may be revised as per the instructions of the Reserve Bank of India from time to time. The 2nd defendant is the guarantor of the above said 3rd loan and on 27.03.2015 the 2nd defendant executed a Guarantee agreement in favour of the plaintiff Bank and the guarantor's liability is co-extensive with that of principle debtor's liability and so the 2nd defendant is personally liable to pay the suit amount along with interest and costs.

Further to secure the repayment of the said loan amount borrowed by the 1st defendant along with interest and other changes, on 28.02.2014 the 1st defendant has deposited the original tittle deeds relating to the schedule mentioned property with the plaintiff Bank with intent to create an equitable mortgage in favour of the plaintiff Bank and created an equitable mortgage over the said property and on 03.03.2014 the first defendant executed a Registered Memorandum of Deposit of Tittle Deeds in favour of the plaintiff bank.

DETAILS OF MORTGAGE

1. DATE OF MORTGAGE	:	28.02.2014
2. NAME OF THE MORTGAGOR	:	The 1st Defendant
3. NAME OF THE MORTGAGEE	:	Corporation Bank, Karatholuvu Branch
4. SUM SECURED	:	Rs. 4,00,000/- Rs. 4,35,000/- Rs. 2,20,000/-
5.AMOUNT DUE:	: / (: (	Rs.6,40,928/- A/c. No. CCCK/01/140100 (New A/c. No. 560381000515373) Rs. 5,30,547/- A/c. No. CKLS/01/140015 (New A/c. No.560941000074177) Rs. 3,36,424/- A/C No. AGTL/01/150003 (New A/c. No. 560931000144086)
6. RATE OF INTEREST	:	10.85%, 11.35% and 12.35% PA with monthly rest.
7. PROPERTY MORTGAGED	:	Property Mentioned in the Schedule.

The plaintiff Bank caused a search to be made in the office of the Sub Registrar of Udumalpet about the immovable property comprised in mortgage for a period of not less than 13 years prior to the date of presentation of the plaint, but they are not aware of any person other than the person mentioned in the plaint to have any interest in the said property.

Though the 1st and 2nd defendants borrowed the three loans on 05.03.2014, 10.06.2014 and 27.03.2015, the said three loans were renewed subsequently on 08.07.2016, 06.06.2019, 08.07.2016, 06.06.2019, 16.10.2017 and 06.06.2019 by the 1st defendant by executing six acknowledgements of debt/Liability in favour of the Plaintiff bank admitting his liability and also confirming the correctness of the debt balance and also promising to repay the suit debt and the suit is filed within 3 years for the last acknowledgements of debt/Liability and hence the suit is filed within time.

The 1st and 2nd defendants are chronic defaulter in repaying the loan and the defendants failed and neglected to settle the accounts, in spite of repeated demands made by the plaintiff. The plaintiff therefore issued a legal notice on 03.08.2020 calling upon the defendants to settle their accounts and on 10.08.2020 the 1st defendant received the notice and the 2nd defendant returned the notice. But the defendants failed to repay the said amounts as per the terms of notice.

As per the true accounts maintained by the plaintiff Bank in the usual and regular course of its business, there is a balance of Rs.6,40,928/- under A/c. No. CCCK/01/140100 (New A/c. No. 560381000515373) and Rs. 5,30,547/- under A/c. No. CKLS/01/140015 (New A/c. No.560941000074177) and Rs.3,36,424/- under A/C No. AGTL/01/150003 (New A/c. No. 560931000144086) as on 10.09.2020 which are due from the defendants. Under law the defendants are jointly, severally and personally liable to pay the said suit amount with subsequent interest and suit costs to the plaintiff. Regarding the interest for the loan, at the time of grant of the loan, the loan papers provide interest at the rate of 10.85 %, 11.85% and 12.85% per annum and accordingly the plaintiff Bank is claiming interest at the rate of 12% per annum respectively including the penal interest with monthly rest as per the Reserve Bank of India directives.

Therefore the plaintiff Bank has come forward with this suit seeking to pass a preliminary decree directing the defendants to jointly, severally and personally pay plaintiff bank a sum of Rs.6,40,928/- + Rs.5,30,547/- + Rs.3,36,424/- that is a total sum of Rs.15,07,899/- along with 12% subsequent interest per annum for the total principle amount of Rs.10,55,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within the time stipulated by this court, failing which to pass a final decree for the sale of the schedule mentioned mortgaged property so as to realize the decreed amount.

3) In this suit summons were served to 1st and 2nd defendants, but they were called absent and set exparte.

4) The Point for consideration in this suit is, whether the plaintiff Bank is entitled for a preliminary decree directing the defendants to jointly, severally and personally pay plaintiff bank a sum of Rs.6,40,928/- + Rs.5,30,547/- + Rs.3,36,424/- that is a total sum of Rs.15,07,899/- along with 12% subsequent interest per annum for the total principle amount of Rs.10,55,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within the time stipulated by this court, failing which to pass a final decree for the sale of the schedule mentioned mortgaged property so as to realize the decreed amount as prayed for ?

5) In this suit on the side of the plaintiff Bank its branch manager was examined as PW1 and Ex.P1 to Ex.P30 were marked and the 1st and 2nd defendants were called absent and set exparte. Plaintiff side arguments was heard.

6) Point :

The plaintiff bank has filed this suit seeking to pass a preliminary decree directing the defendants to jointly, severally and personally pay plaintiff bank a sum of Rs.6,40,928/- + Rs.5,30,547/- + Rs.3,36,424/- that is a total sum of Rs.15,07,899/- along with 12% subsequent interest per annum for the total principle amount of Rs.10,55,000/- (Agricultural loan of Rs.4,00,000/-, Rs.4,35,000/- and Rs.2,20,000/- granted to the 1st defendant by the plaintiff bank respectively on 05.03.2014, 10.06.2014 and 27.03.2015) from the date of suit till the realization of the decreed amount to the plaintiff Bank within the time stipulated by this court, failing which to pass a final decree for the sale of the schedule mentioned mortgaged property so as to realize the decreed amount.

In this suit on the side of the plaintiff bank its present branch manager Nagulan was examined as PW.1 and PW.1 Nagulan through his examination proof affidavit and additional examination proof affidavit has deposed in support of plaint averments and in this suit the 1st and 2nd defendants by remaining exparte even without appearing and filing their written statement have not refuted and disputed the plaint averments and also the evidence of PW.1 Nagulan and Ex.A1 to Ex.A30 marked on the side of the plaintiff bank and so this court determines that considering the plaint averments, evidence of PW.1 Nagulan and Ex.A1 to Ex.A30 marked on the side of the plaintiff bank alone it has to be further determined whether the plaintiff bank is entitled for a preliminary decree and a consequential final decree as prayed for by it or not.

A perusal of Ex.A3 Loan Application dated 05.03.2014 would reveal that, under the said loan application the 1st defendant Balasubramaniam had sought for an agricultural loan of Rs.4,00,000/- from the plaintiff bank and that after the said loan was granted by the plaintiff bank to the 1st defendant, on 05.03.2014 itself he had executed the Ex.A4 Promissory Note in favour of the plaintiff bank for the said loan amount of Rs.4,00,000/- agreeing to repay it along with 10.85 % per annum to the plaintiff bank on demand and the Ex.A5 dated 05.03.2014 is the take delivery letter given by the 1st defendant to the plaintiff bank for the said Ex.A4 Promissory Note and Ex.A6 dated 05.03.2014 is the Hypothecation Agreement executed by the 1st defendant in favour of the plaintiff bank for the said loan of Rs.4,00,000/-. A perusal of Ex.A28 Account Statement of the plaintiff bank for the above said loan would reveal that till the date of filing this suit, a total amount of Rs.6,40,928/- is due to the plaintiff bank for the said loan.

A perusal of Ex.A7 Loan Application dated 10.06.2014 would reveal that, under the said loan application the 1st defendant Balasubramaniam had sought for an agricultural loan of Rs.4,35,000/- from the plaintiff bank and that after the said loan was granted by the plaintiff bank to the 1st defendant, on 10.06.2014 itself he had executed the Ex.A8 Promissory Note in favour of the plaintiff bank for the said loan amount of Rs.4,35,000/- agreeing to repay it along with 11.35% per annum to the plaintiff bank on demand and the Ex.A9 dated 10.06.2014 is the take delivery letter given by the 1st defendant to the plaintiff bank for the said Ex.A8 Promissory Note and Ex.A10 dated 10.06.2014 is the Agreement for term loans executed by the 1st defendant in favour of the plaintiff bank for the said loan of Rs.4,35,000/- and Ex.A11 dated 10.06.2014 is the Common deed of Hypothecation of Crops/Stocks executed 1st defendant in favour of the plaintiff Bank for the said loan amount of Rs.4,35,000/-. A perusal of Ex.A29 Account Statement of the plaintiff bank for the above said loan would reveal that till the date of filing this suit, a total amount of Rs.5,30,457/- is due to the plaintiff bank for the said loan.

A perusal of Ex.A12 Loan Application dated 27.03.2015 would reveal that, under the said loan application the 1st defendant Balasubramaniam had sought for an agricultural loan of Rs.2,20,000/- from the plaintiff bank and the said Ex.A12 Loan Application would further reveal that the 2nd defendant Subramaniam has stood as guarantor for the said loan of the 1st defendant and also has signed in the Ex.A12 Loan Application as a guarantor and that the said loan was granted by the plaintiff bank to the 1st defendant and the Ex.A13 dated 27.03.2015 is the Agreement for term loans executed by the 1st defendant in favour of the plaintiff bank for the said loan of Rs.2,20,000/- and the Ex.A14 is the guarantee agreement executed by the 1st and 2nd defendants in favour of the plaintiff bank on 27.03.2013 for the said loan of Rs.2,20,000/-. A perusal of Ex.A30 Account Statement of the plaintiff bank for the above said loan would reveal that till the date of filing this suit, a total amount of Rs.3,36,424/- is due to the plaintiff bank for the said loan.

This suit was presented by the plaintiff bank before the court on 30.11.2020 and the Ex.A19 to Ex.A24 respectively dated 08.07.2016, 06.06.2019, 08.07.2016, 06.06.2019, 16.10.2017 and 06.06.2019 are the Acknowledgements of debts and Liabilities executed by the 1st defendant in favour of the plaintiff Bank for the above mentioned three Agricultural loans respectively obtained by the 1st defendant from the plaintiff bank on 05.03.2014, 10.06.2014 and 27.03.2015 and so considering it this court determines that this suit is filed within time and so it is not barred by limitation.

The Ex.A25 Legal Notice dated 03.08.2020 was issued by the plaintiff bank to the 1st and 2nd defendants calling upon them to repay the above mentioned three loan amounts to the plaintiff bank and the said notice sent to the 2nd defendant was returned and Ex.A27 is the Returned Postal Cover sent to the 2nd defendant and the 1st defendant has received the said notice on 10.08.2020 and Ex.A26 is the

Postal Acknowledgement Card for the receipt of said notice by the 1st defendant on 10.08.2020 and as stated above in this suit both the defendants even without appearing and filing their written statement have remained exparte and so they have not refuted the plaint averments and also the evidence of PW.1 Nagulan and the Ex.A1 to Ex.A30 marked on the side of the plaintiff and so this court considering above all determines that, the defendants have not repaid the above mentioned three loan amounts along with interest as agreed by the 1st defendant and so the plaintiff bank is entitled to recover the plaint mentioned three loan amounts along with interest as prayed for by it, but at the same time this court also determines that, as far as the first loan amount of Rs.4,00,000/- obtained by the 1st defendant from the plaintiff bank on 05.03.2014 and as far as the second loan amount of Rs.4,35,000/- obtained by the 1st defendant from the plaintiff bank on 10.06.2014, the 2nd defendant Subramaniam is not at all a guarantor and so the plaintiff bank is not entitled to recover the said 1st and 2nd loan amount from the 2nd defendant and so only the 1st defendant alone is liable to pay the 1st and 2nd loan amount along with interest to the plaintiff bank and that the 2nd defendant is a guarantor for the third loan amount of Rs.2,20,000/- obtained by the 1st defendant from the plaintiff bank on 27.03.2015 and so both the 1st and 2nd defendants are jointly, severally and personally liable to pay the third loan amount along with interest to the plaintiff bank and accordingly the plaintiff bank is entitled for a preliminary decree.

The Ex.A16 Settlement Deed dated 16.09.2010 would reveal that, under the said settlement deed the 1st defendant's mother Valliammal and his brother Thangavel have settled this plaint schedule mentioned properties to the 1st defendant and under Ex.A15 Registered Memorandum of Deposit of Title Deeds dated 03.03.2014 executed by the 1st defendant in favour of the plaintiff bank he has created a mortgaged over the plaint schedule mentioned properties towards the loans obtained by him from the plaintiff bank and so considering it this court also determines that, in the event of non payment of the preliminary decree amount by the 1st defendant, the plaintiff bank is entitled for a final decree to bring the plaint schedule mentioned properties for sale so as to realize the preliminary decree amount.

Therefore due to the foregoing reasons this court answers for this point that, the plaintiff bank is entitled for a preliminary decree directing the 1st defendant to personally pay plaintiff bank a sum of Rs.6,40,928/- along with 12% subsequent interest per annum for the total first loan principle amount of Rs.4,00,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within the time stipulated by this court, failing which the plaintiff bank is entitled to initiate a separate proceedings to obtain a final decree to bring the schedule mentioned mortgaged property for sale so as to realize the above decreed amount and also directing the 1st defendant to personally pay plaintiff bank a sum of Rs.5,30,547/- along with 12% subsequent interest per annum for the total second loan principle amount of Rs.4,35,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within the time stipulated by this court, failing which the plaintiff bank is entitled to initiate a separate proceedings to obtain a final decree to bring the schedule mentioned mortgaged property for sale so as to realize the above decreed amount and also directing the 1st and 2nd defendants to jointly, severally and personally pay plaintiff bank a total sum of Rs.3,36,424/- along with 12% subsequent interest per annum for the total third loan principle amount of Rs.2.20,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within the time stipulated by this court, failing which the plaintiff bank is entitled to initiate a separate proceedings to obtain a final decree to bring the schedule mentioned mortgaged property for sale so as to realize the above decreed amount.

In the result, preliminary decree is passed with cost and the 1st defendant is ordered to personally pay plaintiff bank a sum of Rs.6,40,928/- along with 12% subsequent interest per annum for the total first loan principle amount of Rs.4,00,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within a period of three months from today, failing which the plaintiff bank is entitled to initiate a separate proceedings to obtain a final decree to bring the schedule mentioned mortgaged property for sale so as to realize the above preliminary decree amount and the 1st defendant is also ordered to personally pay plaintiff bank a sum of Rs.5,30,547/- along with 12% subsequent interest per annum for the total second loan principle amount of Rs.4,35,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within a period of three months from today, failing which the plaintiff bank is entitled to initiate a separate proceedings to obtain a final decree to bring the schedule mentioned mortgaged property for sale so as to realize the above preliminary decree amount and the 1st and 2nd defendants are jointly, severally and personally ordered to pay plaintiff bank a total sum of Rs.3,36,424/- along with 12% subsequent interest per annum for the total third loan principle amount of Rs.2.20,000/- from the date of suit till the realization of the decreed amount to the plaintiff Bank within a period of three months from today, failing which the plaintiff bank is entitled to initiate a separate proceedings to obtain a final decree to bring the schedule mentioned mortgaged property for sale so as to realize the above preliminary decree amount.

This judgment is dictated by me directly to the stenographer and typed by her directly in computer and corrected by me and pronounced by me in the open court on this 18th day of October 2022.

Sd/-N.Muralidharan
Additional District Judge,
Udumalpet.

List of Plaintiff Witness :

PW.1 - K. Nagulan (Branch Manager, Union Bank of India)

List of Documents filed by the Plaintiff :

S.No	Date	Description of Documents
Ex. A.1	19.03.2015	General Power of Attorney deed in favour of Assistant Manager of plaintiff's Bank - Xerox copy
Ex. A.2	04.03.2020	The Gazette of India - Xerox copy
Ex. A.3	05.03.2014	Loan application executed by the 1st defendant in favour of the plaintiff bank for Rs. 4,00,000/-
Ex. A.4	05.03.2014	Demand Promissory note executed by the 1st defendant in favour of the plaintiff bank for Rs. 4,00,000/-
Ex. A.5	05.03.2014	Take delivery letter to DPN for Rs. 4,00,000/- executed by the 1st defendant in favour of the plaintiff bank
Ex. A.6	05.03.2014	Hypothecation agreement executed by the 1st defendant in favour of the plaintiff Bank for loan of Rs. 4,00,000/-
Ex. A.7	10.06.2014	Loan application executed by the 1st defendant in favour of the plaintiff bank for Rs. 4,35,000/-
Ex. A.8	10.06.2014	Demand Promissory Note executed by the 1st defendant in favour of the plaintiff Bank for Rs. 4,35,000/-

Ex. A.9	10.06.2014	Take Delivery letter to DPN for Rs. 4,35,000/- executed by the 1st defendant in favour of the plaintiff Bank
Ex. A.10	10.06.2014	Agreement for term loans executed 1st defendant in favour of the plaintiff Bank for Rs. 4,35,000/-
Ex. A.11	10.06.2014	Common deed of Hypothecation of Crops/Stocks executed 1st defendant in favour of the plaintiff Bank for loan of Rs. 4,35,000/-
Ex. A.12	27.03.2015	Loan application executed by the 1st defendant in favour of the plaintiff bank for Rs. 2,20,000/- with 2nd defendant as guarantor
Ex. A.13	27.03.2015	Agreement for Term Loans executed by the 1st defendant in favour of the plaintiff Bank for loan of Rs. 2,20,000/-
Ex. A.14	27.03.2015	Guaranteed Agreement executed by the 1st and 2nd defendants in favour of the plaintiff Bank for loan of Rs. 2,20,000/-
Ex. A.15	03.03.2014	Registered memorandum of deposit tittle deeds executed by 1st defendant in favour of plaintiff Bank - Original
Ex. A.16	16.09.2010	Settlement deed executed by Valliammal and Thangavel in favour of Balasubramaniam - Original
Ex. A.17	10.02.2014	Encumbrance certificate from 01.01.1987 to 09.02.2014
Ex. A.18	04.03.2014	Encumbrance certificate from 01.01.2014 to 03.03.2014
Ex. A.19	08.07.2016	Acknowledgements of debt/Liability executed by the 1st defendant in favour of the plaintiff Bank for Rs. 3,99,999/-
Ex. A.20	06.06.2019	Acknowledgement of debt/Liability executed by the 1st defendant in favour of the plaintiff Bank for Rs. 5,60,598/-
Ex. A.21	08.07.2016	Acknowledgement of debt/Liability executed by the 1st defendant in favour of the plaintiff Bank for Rs. 3,21,937/-
Ex. A.22	06.06.2019	Acknowledgement of debt/Liability executed by the 1st defendant in favour of the plaintiff Bank for Rs. 4,44,329/-
Ex. A.23	16.10.2017	Acknowledgement of debt/Liability executed by the 1st defendant in favour of the plaintiff Bank for Rs. 2,35,257/-
Ex. A.24	06.06.2019	Acknowledgement of debt/Liability executed by the 1st

		defendant in favour of the plaintiff Bank for Rs. 3,00,374/-
Ex. A.25	03.08.2020	Legal Notice issued by the plaintiff Bank to the 1st and 2nd defendants - Office copy
Ex. A.26	10.08.2020	Postal Acknowledgement card of the 1st defendant.
Ex. A.27	----	Returned postal cover sent to the 2nd defendant.
Ex. A.28	01.03.2014 to 22.07.2020	Account statement for loan A/c. No. CCCK/01/140100
Ex. A.29	01.06.2014 to 15.05.2017	True extract of statement A/c. No. CKLS/01/140015 (New A/c. No.560941000074177)
Ex. A.30	01.03.2015 to 15.05.2017	True extract of statement A/C No. AGTL/01/150003 (New A/c. No. 560931000144086)

Sd/-N.Muralidharan

Additional District Judge,
Udumalpet

//True Copy//

Additional District Judge,
Udumalpet