IN THE COURT OF THE II ADDITIONAL DISTRICT & SESSIONS JUDGE, THANJAVUR.

Present : Thiru. P.Nagarajan, M.A.,M.L.,
II Additional District & Sessions Judge, Thanjavur.

Tuesday the 29th day of July 2025
(Thiruvalluvar Aandu 2055 - Aadi Matham 13th day)

ORIGINAL SUIT No.67/2024
CNR NO.TNTJ010026222024

Indian Bank,Yagappa Nagar Branch
represented by its Chief Manager
..**Plaintiff**

/vs/

1) Jayanthi Madhu
2) Madhusudhana Raj ...**Defendant**

This suit was taken on file on **08.03.2024** on the file of the Principal District Court, Thanjavur and made over to this court on 15.03.2024. In this court this suit having come up for final hearing before me on 17.07.2025 and in the presence of Thiru.**R.Ganesan,** Advocate for the plaintiff and the Defendants 1 & 2 remained exparte and upon hearing the plaintiff's side arguments and upon perusal of the entire material records pertaining to the case and the matter having stood over for consideration till this date, this court delivered the following

JUDGMENT

This suit has been filed by the plaintiff bank to pass a preliminary decree for mortgage a decree of Rs.11,89,455/- with subsequent interest at the rate of 13% with monthly rests per annum from the date of institution of the suit till the repayment of the loan against the defendant for suit claim payable jointly and severally and to pay subsequent interest at 13% per annum with monthly rests from the date of decree till the date of realization of the suit amount in full and for costs of the suit.

The Gist of the plaint filed by the plaintiff:

2)The 1st defendant had approached the plaintiff bank for a Housing Loan for (the purchase of plot) through a loan application. Later the 1st defendant on 17.04.2015 had executed the term loan agreement of Rs.10,50,000/- agreeing to repay the same with interest at 10.25% per annum repayable in 240 EMI. The guarantee agreement dated 17.04.2015 executed by 2nd defendant. The 1st defendant had deposited the origianal title deeds of the subject property on the same day and later had registered the memorandum of deposit of title deeds for Rs.10,50,000/- as per the deed registered as Document No.1155/2015 in the Office of Sub-Registrar, Vallam. The 1st defendant on 02.04.2018 and on 01.03.2021 has executed the acknowledgement of debts. The defendants did not repay the loan amount with 10.25% as agreed by them, despite the plaintiff repeated demands made on them to settle their dues and there is no compliance for the demands. The principal and interest balance for the loan as on 08.01.2024 is arrived at Rs.11,89,455/- becomes payable with future interest, despite reminers, the loan amount was not repaid as per the terms of the loan and hence the suit is filed for the recovery of the amount with interest. Hence, this suit has been filed by the plaintiff bank to pass a preliminary decree for mortgage a decree of Rs.11,89,455/- with subsequent interest at the rate of

13% with monthly rests per annum from the date of institution of the suit till the repayment of the loan against the defendant for suit claim payable jointly and severally and to pay subsequent interest at 13% per annum with monthly rests from the date of decree till the date of realization of the suit amount in full

(2) The defendants 1 & 2 were called absent and remained exparte.

(3) Point for consideration:

Whether the suit is to be allowed as prayed for or not?

(4) To prove the claim of the plaintiff, one Rambabu Chennu, working as Branch Manager of the plaintiff bank examined himself as P.W.1 and marked Ex.A1 to A9.

POINT:

(5) Heard. Records Perused. The suit is filed by the plaintiff bank to pass a preliminary decree directing the defendant to pay a sum of Rs.11,89,455/- with interest and costs of the suit.

(6) In order to substantiate the case of the plaintiff bank, apart from tendering oral evidence, the plaintiff bank has marked Loan application dated 08.04.2015 as Ex.A1. The Promissory Note dated 17.04.2015 has been marked as Ex.A2. The Term Loan Agreement for Housing Finance dated 17.04.2015 has been marked as Ex.A3. The agreement of guarantee dated 17.04.2015 has been marked as Ex.A4. The copy of sale deed in favour of Jayanthi Madhu executed by Venkatasubban as power of attorney holder of Amutha Pandiyan (Doc. No.1153/2015) dated 17.04.2015 has been

marked as Ex.A5. The 1st acknowledgement of Debt dated 02.04.2018 has been marked as Ex.A6. The 2nd acknowledgement of Debt dated 01.03.2021 has been marked as Ex.A7. The copy of Memorandum of Deposit of title deeds in favour of Indian Bank, Yagappa Nagar Branch, Thanjavur executed by Jayanthimadhu (Doc. No.1155/2015) dated 17.04.2015 has been marked as Ex.A8. The Bank copy of Statement of accounts with interest calculation sheet dated 23.02.2024 has been marked as Ex.A9.

(7) Through Ex.A1 to Ex.A9 the plaintiff bank has proved that he had advanced the loan of Rs.10,50,000/- to the defendant and the defendant had failed to repay the loan amount even after the demand was made by the plaintiff bank. The evidence of P.W.1 is sufficient to presume the case of the plaintiff. The defendants failed to rebut the evidence of the plaintiff. Hence, the plaintiff bank has established the suit claim.

(8) This is the loan obtained by the defendant for a housing loan. Hence, interest is awarded at the below mentioned rate.

In the result, the suit is decreed for preliminary decree with costs by directing the defendants to pay a sum of **Rs.11,89,455/-** along with interest at the rate of 9% per annum on the principal amount of **Rs.10,50,000/-** from the date of plaint till the date of this judgment and at the rate of 6% per annum from the date of this judgment till the date of realization of the said amount to the plaintiff. Time for payment two months granted.

This judgment is dictated by me to the steno-typist Gr.III, typed by her directly, corrected and pronounced by me in open court this the **29th day of July 2025.**

NAGARAJAN Digitally signed by NAGARAJAN Date: 2025.07.29 18:38:29 +0530

II Additional District & Sessions Judge,
Thanjavur.

Plaintiff's side Witness:

P.W.1. Rambabu Chinnu (Branch Manager of the plaintiff bank)

Plaintiff's side Exhibits:

Ex.A1	08.04.2015	Loan Application -Original
Ex.A2	17.04.2015	Demand Promissory Note - Original
Ex.A3	17.04.2015	Term Loan Agreement for housing finance -Original
Ex.A4	17.04.2015	Agreement of guarantee -Original
Ex.A5	17.04.2015	copy of sale deed in favour of Jayanthi Madhu executed by Venkatasubban as power of attorney holder of Amutha Pandiyan (Doc. No.1153/2015)
Ex.A6	02.04.2018	1st Acknowledgement of Debt
Ex.A7	01.03.2021	2nd Acknowledgement of Debt
Ex.A8	17.04.2015	Copy of Memorandum of Deposit of title deeds in favour of Indian Bank, Yagappa Nagar Branch, Thanjavur executed by Jayanthimadhu (Doc. No.1155/2015)
Ex.A9	23.02.2024	Statement of Account with interest Calculation Sheet.

NAGARAJAN Digitally signed by NAGARAJAN Date: 2025.07.29 18:38:42 +0530

II Additional District & Sessions Judge,
Thanjavur.

Judgment
O.S.No.67/2024
Dated: 29.07.2025