

IN THE COURT OF THE SUBORDINATE JUDGE, POLUR**Present :- Mr.S.SENTHIL BABU, M.A., M.L.,****Subordinate Judge, Polur.****Friday, the 13th day of March, 2026.****O.S. No.492/2022****CNR No. TNTM22-001617-2022**

Bank of Indida, Kalasapakkam Branch,
represented by its Senior manager

... Plaintiff

-Vs-

1. V. Prabadevan

2. R. Vadivel

3. J. Kumaresan

... Defendants

This suit coming before me for final hearing on 18.02.2026 in the presence of Mr.G.Aristatil, learned counsel for the plaintiff and defendants remains Exparte and having stood over for consideration till this date, this court delivered the following.

JUDGMENT

The Plaintiff has filed this suit for Recovery of Money directing defendants to pay to the Plaintiff sum of Rs.4,14,115/- with interest at rate of 14% per anum from date of plaint till date of realization and to award cost of suit.

2. The case of the Plaintiff:-

The Plaintiff is a banking company and carrying its business at Kalasapakkam and the 1st Defendant along with his father 2nd Defendant had approached the branch in Kalasapakkam and requested an educational loan of Rs.2,89,000/-. For the loan, the 1st and 2nd Defendants had offered to repay it together with interest at the rate of 13.75% per annum or at the floating rate as fixed by the bank from time to time. Hence, the Plaintiff had disbursed the loan on 08.12.2011 and the same date the 1st and 2nd Defendants had executed a demand Promissory note and 3rd Defendants had executed a deed of guarantee for the said loan. As per the agreement, the loan was repayable in installments and if any installment is defaulted, the Plaintiff was entitled to call for the repayment of entire due at one go. The 1st and 2nd Defendants had also

maintained an account with the Plaintiff under account No.836072210000191. However, the 1st and 2nd Defendants had not repaid the loan fully and the loan had become to be due. In the mean while, the 1st and 2nd Defendants had also executed acknowledgment of debt on 03.12.2014 and 01.12.2017. Hence, the Defendants had admitted their liability to repay the loan. Hence, the suit.

3. The defendants were set exparte in this suit, due to their non appearance 07.08.2024.

4. Since the Defendants were set exparte, the suit was proceeded in the absence of Defendants and during the recording of exparte evidence, the representative of the Plaintiff has given evidence as PW-1 and Ex.A1 to Ex.A7 were marked through him. With these evidences, the Plaintiff side evidence was reported to be closed. Plaintiff side Argument heard.

5. Point: Whether the Plaintiff is entitled to the relief of Recovery of money as prayed for ?

6. Heard, the learned counsel for the Plaintiff. It is submitted that the Plaintiff is a banking company and that the Plaintiff had proved that, the Defendants had availed the Educational loan as alleged and that they had not repaid the same. Further, the Plaintiff has contested that, the Ex.A1 and Ex.A2 had clearly proved the fact about the loan, the amount disbursal and acceptance of the loan by the 1st and 2nd Defendants; that the Ex.A7 had proved that, Defendants had never paid any amount to the loan and that they are liable to pay the claim amount and that Defendants had not come forward to contest this suit. Therefore, the claim of the Plaintiff stood proved and it is entitled to the decree as prayed for.

7. It is no doubt that the Plaintiff being a public limited banking company may not have any reason to plead falsehood in respect of advancement of loan and other aspects of such loan. The Ex.A1 is the loan application and the Ex.A2 is the Demand Promissory note. From Ex.A1 and Ex.A2 it is clear that the 1st and 2nd Defendants had borrowed loan amount as claimed by the plaintiff and also that he had agreed to pay

interest at the rate of 13.75% or as such rates as fixed by the Plaintiff from time to time as per the guidelines of Reserve Bank of India. Further on perusal of Ex.A3 it is evident that the 3rd defendant had jointly executed a deed of guarantee for the said loan. Further on perusal of Ex.A7 it is evident that Defendants had not repaid the loan fully and the loan had become to be due. Hence, the contention of Plaintiff that, the Defendants were evading the repayment of the loan holds good.

8. Further considering the oral evidence of PW-1 along with Ex.A1 to Ex.A7 documentary evidences placed by the Plaintiff, this court is of the view that the Plaintiff has proved its claim in the absence of Defendants. Since the claim of the Plaintiff stands unopposed, this court has no hesitation to hold that the claim of the Plaintiff stands proved. Therefore, in all respects, the Plaintiff has proved its claim but the Defendants have failed to contest and disprove the Plaintiff's claim.

9. In Ex.A5 and Ex.A6 it is alleged that, the defendants had executed acknowledgment of debt on 03.12.2014 and 01.12.2017. According to plaintiff, the loan was advanced on 08.12.2011 and within 3 years, Ex.A5 and Ex.A6 is alleged to have been executed by 1st defendant. Further as per Ex.A3, the 3rd Defendant who are Guaranter for the loan borrowed, he is held jointly and severaly for the liability of 1st defendant. Hence, this suit is within limitation and in all respects, the plaintiff has proved its claim but the defendants had failed to contest and disprove the plaintiff's claim.

10. Therefore, in view of the above, this court is of the view that as the Plaintiff is able to prove its claim, it is entitled to the decree for Recovery of Money as prayed for. Accordingly the point is answered.

In the result, This suit is decreed by directing the Defendants to pay a sum of Rs.4,14,115/- to the Plaintiff within a month. The decree is also passed by directing the Defendants to pay pentende lite simple interest at the rate of 13.75 % per annum calculated for the suit claim of Rs.4,14,115/- and also to pay further simple interest

calculated for the same suit claim at the rate of 6% until the entire due is fully discharged. The costs of the Plaintiff shall be paid by the Defendants.

Dictated to the Steno Typist and typed by her and corrected, pronounced by me in Open Court, on this, the 13th day of March, 2026.

**Subordinate Judge,
Polur.**

Plaintiff Side Witness:

Pw1 - Mr. Krishnakumar

Plaintiff Side Documents.

Ex.A1 - 14.11.2011 - Loan Application
Ex.A2 - 08.12.2011 - Demand Promissory note
Ex.A3 - 08.12.2011 - Guarantee Deed
Ex.A4 - 08.12.2011 - Sanction letter
Ex.A5 - 03.12.2014 - Acknowledgment of Debt
Ex.A6 - 01.12.2017 - Acknowledgment of Debt
Ex.A7 - -- - Ledger Extract

Defendant Side witness : NIL

Defendant Side Documents: NIL

**Subordinate Judge,
Polur.**