TNTS040002122025

BEFORE THE ADDITIONAL SUB-ORDINATE COURT AT TENKASI

PRESENT: Tmt. K. Sudharani, M.L.,
Additional Subordinate Judge,
Tenkasi.

Tuesday, the 04th day of August 2026
Sri Paraabava, Aadi Thingal – 19, Thiruvalluvar Aandu 2054

Original Suit No.122/2025
(TNTS04-000212-2025)

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Union Bank of India, Kadayanallur,
through its Branch Manager ... Plaintiff

/Vs/

1. M. Vignesh
2. B. Manickam ... Defendants

This Original Suit is coming up for final hearing before me on today in the presence of Mr. A. Venkatesh, Counsel for the Plaintiff and the Defendant No.1 being called absent and set-exparte and the Defendant No.2 died and upon hearing arguments and on perusal of available material records and having stood over for consideration before this Court till date, this Court delivers the following,

J U D G M E N T

This Original Suit is filed by the Plaintiff for the relief of recovery of a sum of Rs.4,56,287/- from the Defendants together with future interest and costs.

2. **<u>The Plaint averments in a nutshell are as follows</u>:**

The Second Defendant is the Father of the First Defendant. The Defendants 1 & 2 approached the Plaintiff Bank for availing Education Loan and borrowed a sum of Rs.70,000/- on 15.10.2013, a sum of Rs.70,000/- on 28.06.2014, a sum of Rs.70,000/- on 14.07.2015 and a sum of Rs.40,000/- on 11.07.2016 with 12.50% interest per annum. Further, the Defendants 1 & 2 executed an Arrangement Letter and Agreements in favour of Plaintiff's Bank on 15.10.2013. The loan is to be repaid in equated monthly installments in 120 months after commencement of repayment period, that is from 15.10.2018. Thereafter, the Defendants have committed default in repayment of loan amount. Agreeing the debt and liability, the Defendants had executed Simple Debit Balance Confirmation Letters in favour of the Plaintiff Bank on 10.09.2021 and 05.07.2024. The outstanding balance amount as on 30.04.2024 is Rs.4,56,287/-, payable by the Defendants. Hence the Plaintiff Bank is forced to file this Suit against the Defendants, for recovery of a sum of Rs.4,56,287/- with interest and costs.

3. Despite service of summons, the Defendant No.1 chooses to remain absent and set exparte. The service of summon was returned for Defendant No.2 as he died.

4. The Points that arise for determination in the instant suit are as follows:

1. Whether the Defendants borrowed loan from the Plaintiff Bank and executed Contract Agreements?
2. Whether the Plaintiff is entitled for recovery of money as prayed for?

3. To what other reliefs, the Plaintiff is entitled for?

5. In this Suit, the Plaintiff side examined its Branch Manager as PW1 and Ex.A1 to Ex.A7 were marked through PW1. Neither oral evidence adduced, nor documents marked on the side of the Defendants.

6. **Points Nos. 1 to 3:**

This Suit is filed for the relief of recovery of money for a sum of Rs.4,56,287/- from the Defendants together with interest and future interest for the said amount and for costs.

7. In this suit, the Plaintiff side examined the Branch Manager of the Plaintiff's Bank as PW1. Exhibits A1 to A7 were marked through PW1.

8. The Ex.A1 is the Application Form for Union Education dated 10.09.2013. The Ex.A2 is the Letter of Sanction for Union Education Scheme dated 15.10.2013. The Ex.A3 is the Demand Promissory Note, executed by the Defendants in favour of the Plaintiff’s Bank for a sum of Rs.2,80,000/-. The Ex.A4 is the Educational Loan Agreement, dated 15.10.2013, executed by the Defendants in favour of the Plaintiff’s Bank. The Ex.A5 is the Letter of Undertaking from Guarantor, dated 15.10.2013, executed by the Defendants in favour of the Plaintiff’s Bank. The evidences of PW1 and Exhibits A1 to A5 are sufficient to establish and prove the factum of loan borrowed by the Defendants from the Plaintiff Bank for a sum of Rs.2,80,000/-, by agreeing to repay together with interest and executed the aforesaid documents.

9. As the evidences of PW1 and the aforesaid documents are sufficient to establish and prove the factum of loans borrowed by the Defendants from the Plaintiff Bank, the liability of Defendants is well established and proved by the Plaintiff's Bank.

10. The evidences of PW1 would show that the Plaintiff has demanded for repayment of amount due and the Defendants committed default. Further, agreeing the debt and their liabilities, the Defendants had executed Simple Debit Balance Confirmation Letters on 10.09.2021 and 05.07.2024 and the same were marked as Ex.A6. The cause of action is well established. Moreover, the Suit is well within the period of limitation.

11. The Exhibits A7 is the Statement of Account of the Defendant No.1. It shows that the Defendants have a balance loan amount of Rs.4,56,287/- as on 30.04.2024. Hence, the Defendants had a balance loan amount of Rs.4,56,287/- as on the date of filing of the suit.

12. The Defendants, having received the loan amount and committed default, as per the terms of the agreement, the Defendants No.1 & 2 are duty bound to repay the loan amount together with interest. The Defendants, having received the summons, failed to appear and deny the case of the Plaintiff. Hence, this Court has no other option, except to draw adverse inference as against the Defendants 1 & 2. The Defendants No.1 and 2 have failed to disprove the claim of the Plaintiff. Hence, the Plaintiff's claim is proved. The Plaintiff is entitled to the Plaint relief.

13. The above Points are decided in favour of the Plaintiff.

14. It is determined that the Defendants No.1 and 2 are jointly and severally liable to repay a sum of Rs.4,56,287/- (Rupees Four Lakhs, Fifty Six Thousand, Two Hundred and Eighty Seven Only) to the Plaintiff together with interest on the Principal amount at the rate of 12 Percentage per annum from the date of Suit till the date of Decree and 6 Percentage per annum from the date of Decree till the date of realization. Time for repayment is 30 days from the date of Decree. In the result, the Suit is decreed with costs.

Dictated by me to the Steno-typist, typed directly by him on Computer, Corrected and Pronounced by me in the open Court on this the 04th day of August 2026.

K SUDHARANI

Digitally signed by K SUDHARANI
Date: 2026.08.04 19:57:11 +0530

Additional Subordinate Judge,
Tenkasi.

Witnesses examined on the side of the Plaintiff:

PW1 Mr. Balaji

Witnesses examined on the side of the Defendants: Nil

Exhibits marked on the side of the Plaintiff:

Ex.A1	10.09.2013	Application Form for Union Education
Ex.A2	15.10.2013	Letter of Sanction, given by the Plaintiff's Bank
Ex.A3	15.10.2013	Demand Promissory Note, executed by the Defendants for a sum of Rs.2,40,000/-
Ex.A4	15.10.2013	Educational Loan Agreement, executed by the Defendants
Ex.A5	15.10.2013	Letter of Undertaking from Borrower
Ex.A6	10.09.2021 & 05.07.2024	Simple Debit Balance Confirmation Letters

Ex.A7	23.05.2024	Statement of Account

<u>Exhibits marked on the side of the Defendants</u>: Nil

K SUDHARANI
Digitally signed by K SUDHARANI
Date: 2026.08.04 19:57:18 +0530

Additional Subordinate Judge,
Tenkasi.

Additional Sub Court, Tenkasi

Original Suit No.122/2025

Judgment (Draft/Fair)

Dated 04.08.2026