TNTS040002902025

BEFORE THE ADDITIONAL SUB-ORDINATE COURT AT TENKASI

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

Thursday, the 02nd day of July 2026
Sri Paraabava, Aani Thingal – 18, Thiruvalluvar Aandu 2054

Original Suit No.224/2025
(TNTS04-000290-2025)

****

Canara Bank, Gunaramanallur, Through its Branch Manager	. . .	Plaintiff

/Vs/

A. Ramesh	. . .	Defendant

This Original Suit is coming up for final hearing before me on today in the presence of Mr. R. Ashok Kumar, Counsel for the Plaintiff and the Defendant being called absent and set exparte 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 money for a sum of Rs.2,29,651/- from the Defendant together with future interest and costs.

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

The Defendant approached the Plaintiff Bank for availing Business Loan and on 29.08.2022, the Plaintiff Bank sanctioned a sum of Rs.2,00,000/- with 9.35% interest per annum. Accordingly the Defendant executed Request for Overdraft Facilities, Cash Credit Agreement, Letter of Undertaking on 29.08.2022. Thereafter, the Defendant had committed default in repayment of loan amount. Now there is an outstanding balance amount of Rs.2,29,651/- to be paid by the Defendant. Hence the Plaintiff Bank is forced to file this Suit against the Defendant for recovery of money with interest and costs.

3. Despite service of summons, the Defendant chooses to remain absent and set exparte.

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

1. Whether the Defendant 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. **<u>Points Nos. 1 to 3</u>:**

The suit is filed for the relief of recovery of money for a sum of Rs.2,29,651/- from the Defendant together with interest and future interest for the said amount and for costs.

6. In this suit, the Plaintiff side examined the Branch Manager of the Plaintiff's Bank as PW1. Exhibits A1 to A6 were marked through PW1. Neither oral evidence adduced nor any documents marked on the side of the Defendant.

7. The Exhibit A1 is the Application Form for Loans to Micro, Small & Medium Enterprises dated 29.08.2022. The Exhibit A2 is the Sanction Memorandum of Plaintiff Bank dated 29.08.2022. The Exhibit A3 is the Request for Overdraft Facilities dated 29.08.2022. The Exhibit A4 is the Cash Credit Agreement dated 29.08.2022. The Ex.A5 is the Letter of Undertaking alongwith Pronote dated 29.08.2022, executed by the Defendant for a sum of Rs.2,00,000/- towards the amount borrowed by him. Hence, the evidence of PW1 and the aforesaid documents are sufficient to establish and prove the factum of loan borrowed by the Defendant from the Plaintiff Bank for a sum of Rs.2,00,000/-, by agreeing to repay the same together with interest. The liability of Defendant is well established and proved.

8. The evidence of PW1 would show that the Plaintiff has demanded for repayment of amount due and the Defendant committed default. The cause of action is well established. Moreover, the suit is well within the period of limitation.

9. The Exhibit A6 is the Statement of Account of the Defendant. It shows that the Defendant has a balance loan amount of Rs.2,27,109/- as on 30.11.2024. Further, on scanning the Plaint, it reveals that the Defendant had a balance interest amount of Rs.2,542/- for the period from 01.12.2024 to 05.01.2025. Hence, in total, the Defendant had a balance loan amount of Rs.2,29,651/- as on the date of filing of the suit.

10. The Defendant, having received the loan amount and committed default, as per the terms of the agreement, the Defendant is duty bound to repay the loan amount together with interest. The Defendant, 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 Defendant. The Plaintiff's claim is proved. The Plaintiff is entitled to the Plaint relief.

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

12. In the result, the Defendant is liable to repay a sum of Rs.2,29,651/- (Rupees Two Lakhs, Twenty Nine Thousand, Six Hundred and Fifty One Only) to the Plaintiff together with interest on the principal amount at the rate of 12 percentage per annum from the date of filing of the Suit till the date of Decree and 6 percentage per annum from the date of Decree till the date of realization within one month. In fine, 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 02nd day of July 2026.

K SUDHARANI

Digitally signed by K SUDHARANI
Date: 2026.07.02 16:53:35 +0530

Additional Subordinate Judge,
Tenkasi.

<u>Witnesses examined on the side of the Plaintiff</u>:

PW1 Mr. Shakthi Velayudham

<u>Witnesses examined on the side of the Defendants</u>: Nil

Exhibits marked on the side of the Plaintiff:

Ex.A1	29.08.2022	Application Form for Loans to Micro, Small & Medium Enterprises
Ex.A2	29.08.2022	Sanction Memorandum of Plaintiff Bank
Ex.A3	29.08.2022	Request for Overdraft Facilities
Ex.A4	29.08.2022	Cash Credit Agreement
Ex.A5	29.08.2022	Letter of Undertaking alongwith Pronote
Ex.A6	19.12.2024	Statement of Account

Exhibits marked on the side of the Defendants: Nil

K SUDHARANI

Digitally signed by K SUDHARANI
Date: 2026.07.02 16:53:44 +0530

Additional Subordinate Judge,
Tenkasi.

Additional Sub Court, Tenkasi

Original Suit No.224/2025

Judgment (Original/Draft)

Dated 02.07.2026