

TNTS040000172026



BEFORE THE ADDITIONAL SUB-ORDINATE COURT AT TENKASI

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

**Friday, the 12th day of June 2026
Sri Paraabava, Vaikasi Thingal – 29, Thiruvalluvar Aandu 2054**

**Original Suit No.20/2026
(TNTS040000172026)**

State Bank of India,
Tenkasi Branch,
through its Branch Deputy Manager . . . Plaintiff

/Vs/

1. Subha Ilakiya
2. Pitchiah . . . Defendants

This Original Suit is coming up for final hearing before me on 02.06.2026 in the presence of Mr. G. Prabhu, Counsel for the Plaintiff and the Defendants 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 recovery of money to a sum of Rs.6,15,749/- from the Defendants together with future interest and costs.

2. **The Plaintiff averments in a nutshell are as follows:**

The Second Defendant is the Father of the First Defendant. The Defendants 1 & 2 approached the Plaintiff Bank for availing Education Loan and on 18.12.2018, borrowed a sum of Rs.4,00,000/- with 10.8% interest per annum. Further, the Defendants 1 & 2 executed an Arrangement Letter and Agreements in favour of Plaintiff's Bank on 18.12.2018. The loan is to be repaid in equated monthly installments in 180 months after commencement of repayment period, that is from 30.05.2023. Thereafter, the Defendants have committed default in repayment of loan amount. The Defendants failed to receive the legal notice dated 16.09.2025 and not repaid the loan amount. The outstanding balance amount as on 11.09.2025 is Rs.6,15,749/-, payable by the Defendants. Hence the Plaintiff Bank is forced to file this suit against the Defendants, for recovery of a sum of Rs.6,15,749/- with interest and costs.

3. Despite service of summons, the Defendants 1 & 2 choose to remain absent and set exparte.

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

The suit is filed for the relief of recovery of money to a sum of Rs.6,15,749/- from the Defendants 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.

7. The Exhibit A1 is the Application Form for Education Loan dated 18.12.2018. The Exhibit A2 is the Agreement for Term Loan dated 18.12.2018. The Exhibit A3 is the Arrangement Letter dated 18.12.2018, executed for a sum of Rs.4,00,000/- towards the amount borrowed by the Defendants. Hence, the evidence of PW1 and Exhibits A1 to A3 are sufficient to establish and prove the factum of loan borrowed by the Defendants from the Plaintiff Bank on 18.12.2018 to a sum of Rs.4,00,000/-, by agreeing to repay together with interest. The liability of Defendants is well established and proved.

8. The Ex.A4 is the copy of legal notice, sent by the Plaintiff's Bank to the Defendants and the same were not received by the Defendants and returned through Ex.A5. The evidence of PW1 and aforesaid documents would show that the Plaintiff has demanded for repayment of amount due and the Defendants 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 First Defendant. It shows that the Defendants have a balance loan amount of Rs.6,15,749/- as on 11.09.2025.

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

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

12. In the result, the Defendants 1 & 2 jointly and severally liable to repay a sum of Rs.6,15,749/- (Rupees Six Lakhs, Fifteen Thousand, Seven Hundred and Forty Nine Only) to the Plaintiff together with interest on the aforesaid amount at the rate of 12% per annum from the date of suit till the date of decree and 6% per annum from the date of decree till the date of realization. Accordingly 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 12th day of June 2026.

Additional Subordinate Judge,
Tenkasi.

Witnesses examined on the side of the Plaintiff:

PW1 Mr. Muthumanickam

Witnesses examined on the side of the Defendant:

Nil

Exhibits marked on the side of the Plaintiff:

Ex.A1	18.12.2018	Application Form for Education Loan
Ex.A2	18.12.2018	Agreement for Term Loan under Education Loan Schemes
Ex.A3	18.12.2018	Arrangement Letter for Term Loan under Education Loan Schemes
Ex.A4	16.09.2025	Office Copy of Legal Notice, sent by the Plaintiff to the Defendants, along with Postal Receipts
Ex.A5	-	Unserved Postal Covers-2 Nos.
Ex.A6	11.09.2025	Statement of Account

Exhibits marked on the side of the Defendants:

Nil

Additional Subordinate Judge,
Tenkasi.

Additional Sub Court, Tenkasi

Original Suit No.20/2026

Judgment (Original/Draft)

Dated 12.06.2026
