

TNTS040006002021



BEFORE THE ADDITIONAL SUB-ORDINATE COURT AT TENKASI

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

**Friday, the 03rd day of July 2026
Sri Paraabava, Aani Thingal – 19, Thiruvalluvar Aandu 2054**

**Original Suit No.221/2021
(TNTS04-000600-2021)**

State Bank of India, Surandai,
through its Branch Manager

. . . Plaintiff

/Vs/

R. Kumar Pandian

. . . Defendant

This Original Suit is coming up for final hearing before me on 19.06.2026 in the presence of Mr. A. Venkatesh, Counsel for the Plaintiff and the Defendant being called absent and set exparte at the time of cross-examination of PW1 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.1,21,334/- from the Defendant together with future interest and costs.

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

The Defendant approached the Plaintiff's Bank for availing Kissan Credit Card Agriculture Loan and on 22.09.2016, borrowed a sum of Rs.1,00,000/- with 11-10% interest per annum. Further, the Defendant had executed an Arrangement Letter, Hypothecation Agreement and further documents in favour of Plaintiff's Bank on the same day. The Defendant had agreed to repay the said loan with yearly rest according to the practice of the Bank and as per the applicable guidelines issued by Reserve Bank of India. Thereafter, the Defendant had committed default in repayment of loan amount. Admitting his liabilities, the Defendant had executed a Revival Letter on 07.11.2018 in favour of the Plaintiff's Bank. Now there is an outstanding balance amount of Rs.1,21,334/- 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. **The Gist of the Written Statement, filed by the Defendant is as follows:**

The Suit is not maintainable either in Law or on Facts and to be dismissed in-limine. All averments, mentioned in the Plaint are to be proved only by the Plaintiff. In fact, the Defendant is an agriculturist and not knowing English Language. No Translator was appointed during the time of applying the loan amount and the material part of the Agreements were not explained to the Defendant in Tamil Language. This Defendant faced a great loss in Agriculture. There is no cause of action for this suit. All other allegations, except that those are specifically admitted herein, are false and denied. Hence, this Suit is to be dismissed with costs of the Defendant.

4. Considering the Plaint averments and the contentions of the Written Statement, the following Issues were framed:

ISSUES:

1. Whether the Plaintiff Bank is entitled for recovery of loan amount from the Defendant as prayed for?
2. What other reliefs, the Plaintiff is entitled for?

5. In this suit, the Plaintiff side examined the Branch Manager of the Plaintiff's Bank as PW1. Exhibits A1 to A6 are marked through PW1. During the time of Cross-examination of PW1, the Defendant did not cross-examine the witness and the Defendant being called absent and set exparte. Neither oral evidence adduced nor any documents marked on the side of the Defendant.

6. **Issues Nos. 1 & 2:**

The suit is filed for the relief of recovery of money for a sum of Rs.1,21,334/- from the Defendant together with interest and future interest for the said amount and for costs.

7. The Exhibit A1 is the Application Form for Agricultural Credit dated 22.09.2016. The Exhibit A2 is the Memorandum for Sanction of Short Term Loan, dated 22.09.2016, executed by the Defendant for a sum of Rs.1,00,000/- towards the amount borrowed by him. The Exhibit A3 is the Letter of Arrangement, dated 22.09.2016, executed by the Defendant for a sum of Rs.1,00,000/- towards the amount borrowed by him. The Exhibit A4 is the Hypothecation Agreement, dated 22.09.2016, executed by the Defendant in favour of the Plaintiff's Bank. Hence, the evidence of PW1 and Exhibits A1 to Ex.A4 are sufficient to establish and prove the factum of loan borrowed

by the Defendant from the Plaintiff Bank on 22.09.2016 to a sum of Rs.1,00,000/-, 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. Further, agreeing the repayment of balance amount debt and his liability, the Defendant executed a Revival Letter on 07.11.2018 in favour of the Plaintiff's Bank and the same is marked as Ex.A5. 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 had a balance loan amount of Rs.1,21,334/- as on 31.01.2021. Hence, the Defendant had a balance loan amount due of Rs.1,21,334/-.

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, filed the Written Statement and thereafter 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 Plaintiff relief.

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

12. In the result, the Defendant is liable to repay a sum of Rs.1,21,334/- (Rupees One Lakh, Twenty One Thousand, Three Hundred and Thirty

Four 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 of repayment is 30 days from the date of Decree. 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 03rd day of July 2026.

Additional Subordinate Judge,
Tenkasi.

Witnesses examined on the side of the Plaintiff:

PW1 Mrs. Jeyamatha

Witnesses examined on the side of the Defendant: Nil

Exhibits marked on the side of the Plaintiff:

Ex.A1	22.09.2016	Application Form for Agricultural Credit
Ex.A2	22.09.2016	Memorandum for Sanction of Short Term Loan (Crop Loan)
Ex.A3	22.09.2016	Letter of Arrangement
Ex.A4	22.09.2016	Hypothecation Agreement
Ex.A5	07.11.2018	Revival Letter
Ex.A6	04.02.2021	Statement of Account

Exhibits marked on the side of the Defendants: Nil

Additional Subordinate Judge,
Tenkasi.

Additional Sub Court, Tenkasi

Original Suit No.221/2021

Judgment (Fair/Draft)

Dated 03.07.2026
