IN THE COURT OF THE SUBORDINATE JUDGE, SRIVAIKUNDAM.

Present : Tmt.A.Barsad Begam,B.A.,M.L.,
Subordinate Judge,
Tuesday the 23rd day of June 2026.
O.S.No.136/2024

(CNR NO. TNTT19 - 000314 - 2024)

STATE BANK OF INDIA,
Eral Branch, Tuticorin District,
Through its Branch Manager, ... Plantiff

/Vs/

1.V.Rajachandrasekaran
2. C. Vijayasekaran .... Defendants

This suit came before me on 22.04.2026 for final hearing in the presence of Advocate Tr.D.Janarthanan appearing for the Plaintiff and Mrs.S.Marijeyanthi appearing for D1 and D2 hearing the arguments on both side and having stood over for consideration till this day this Court delivers the following :-

JUDGMENT

The suit is filed by the plaintiff, for recovery of sum of Rs.5,13,573/- with future interest at the rate of 13.50 % p.a compounded with yearly rests together with penal interest at 2% from the date realization and for cost of this suit and other relief.

2. **The averments in the plaint in brief:-**

The plaintiff is the bank its branch Manager has filed the suit for recovery of money. The defendants had applied the plaintiff bank for Educational loan of Rs.2,44,900/- to the plaintiff bank. The defendants had availed the loan on 4.3.2015 the 2nd defendant has executed Agreement of Educational loan in favour of the plaintifs bank. The loan carried minimum rate of interest at 13.50% p.a and Educational loan for 60 months.

3. The Defendants had assured to remit the payment of the loan with interest promptly. But they are not regular in repayment. The defendants had committed defeault. The bank officers made several demands to the defendants to repay the loan . But they have not remitted the loan amount. The defendants has given a revival letters to the plaintiff's bank on 11.02.2021 and 3.2.2023 by accepting loan due Hence this suit is in time.

4. As per the accounts maintained by the plaintiff bank the defendants have to pay a sum of Rs. 5,13,573/- with subsequent interest at the rate of 13.50% p.a.Hence this suit is filed for recovery of money.

5. Brief averments in the written statement filed by the 1st defendant: -

The plaint filed by the plaintiff is not maintainable either in law or on facts it is to be dismissed. All the averments in the suit are not true. The 1st defendant did not receive an educational loan for Rs.2,44,900/- as claimed by the plaintiff bank in the suit. It is not true that the defendant applied educational loan to the plaintiff bank. The 1st defendant is currently unemployed. and living as a coolie at Kovai for the past 3 months. The 1st defendant does not aware that the 2nd defendant had given an agreement to the plaintiff bank on 4.3.2015. Therefore the 1st defendant need not to pay the Rs.5,13,573/- as demanded by the plaintiff bank. The 1st defendant was minor at the time of loan. The documents filed by the plaintiff bank are not legaly enforceable document. Hence prayed to dismiss this suit with cost.

6. In the light of the rival contentions raised in the plaint as well as in the written statement, the following issues are framed on 24.09.2025

1	Whether the plaintiff is entitled to get the suit claimed amount with interest as prayed for?
2	To what other reliefs the parties are entitled to?

7. On the side of plaintiff, The Branch Manager, Canara Bank of India, Eral Branch, was examined as PW1 and Ex.A1 to Ex.A6 was marked. On the side of defendants, there is no oral evidece and no documents.

8. Heard Records perused and documents perused carefully

9. The Point for consideration :-

Findings on Issues No.1

1	Whether the plaintiff is entitled to get the suit amount with interest as prayed for?

The plaintiff bank is a State Bank of India, and its Branch Manager has been examined as PW1. He has reiterated the averments in the plaint and supporting to his evidence he has produced Ex.A1 to Ex.A6.

10. On perusal of the evidence of PW1, and Ex.A1 Loan application, Ex.A2 is the Agreement of Educational Loan executed by defendants, Ex.A3 is the rival letter executed by the defendants, Ex.A4 is the rival letter executed by the defendants, Ex.A5 is the statement of account, Ex.A6 is the I.D. card of PW1. it is stated that these defendant availed loan from this plaintiff bank and agreed to repay the loan on installment. But failed to repay the installment dues. Evenafter repeated demand they have not comeforward to pay the monthly dues rather they have agreed the dues and executed an agreement deed of debt and secuirity by accepting the loan balance due. So that, this suit is within the limitation period and it is proved that these defendants are defaulters in repayment of the loan as agreed.

11. During cross examination of the PW1, by the defence counsel he has objected the locus standi of PW1 to depose evidence as if, he was not on duty at the plaintiff's bank when the loan given to the defendant. Since the suit is filed by bank it act as a juristic identify or legal person. Therefore Pw1 is a representative and authorized person alone. Therefore, the objection rejected. It is further submitted that this suit is not barred by limitation. During cross examination of PW1 he has stated that " 3 ஆண்டு காலம் முடிவடைந்த பின்னர் கடன் உயிர்ப்பு கடிதம் பெறப்படும் என்றால் சரிதான். கடன் உயிர்ப்பு கடிதத்தில் கடன் பெற்றவர் பெயர், தேதி தொகை விபரம் பெறப்பட்டிருக்கும். கள அதிகாரி மட்டுமே மேற்படி விபரத்தை நிரப்புவார். மேற்படி விபரத்தை நீள நிர மையினால் நிரப்பவேண்டும் என்று விதி உள்ளது. இந்த வழக்கில் தாக்கல் செய்யப்பட்டுள்ள வா.சா.ஆ.3 மற்றும் 4 ல் பென்சிலால் தேதி எழுதப்பட்டுள்ளது என்றால் சரிதான். பென்சிலால் எழுதினால் அதனை அழித்துவிட்டு வேறு தேதி எழுதி கொள்ளமுடியும் என்றால் சரிதான். வா.சா.ஆ.3 மற்றும் 4 ல் கடன் உயிர்ப்பு கடிதத்தில் குறிப்பிட்டுள்ள தேதியில் பிரதிவாதிகளிடமிருந்து கையொப்பம் பெறவில்லை என்றும் கடன் கொடுத்த தேதியிலேயே கையொப்பம் பெறப்பட்டுள்ளது என்றால் சரியல்ல.

காலாவதியான வழக்கை தாக்கல் செய்ய வேண்டும் என்பதற்காக போலியான கடன் உயிர்ப்பு கடிதங்களை உற்பத்தி செய்துள்ளோம் என்றால் சரியல்ல. வா.சா.ஆ.1ல் உள்ள இரு கையொப்பங்களில் ஒன்று வாடிக்கையாளரின் கையொப்பமும், மற்றொன்று அவருடைய தகப்பனாருடையது. வா.சா.ஆ.1ல் மாணவருடைய கையொப்பம் உள்ளது என்றால் சரிதான்" அன்றைய தேதியில் அவர் இளவர் என்றால் சரிதான்" However the defendant did not comeforward to prove the same and defendant did not depose regarding the denial of revival letter. Therefore it is sufficient to decide that, the case of defence is not proved. There is no document to prove or complaince to supporting the defendant's case.

12. The loan was sanctioned on 4.3.2015. The EMI shall be paid in 60 months, that is 5 years period given for payment after that as per the Government policy, one year of period will be given for payment or 6 months from the date of employment. Therefore, the right to sue accures since 3.3.2021. But prior to this, the defendant has accepted the due and given a rivival letter on 1.2.2021 and 3.2.2023. Since the borrower signed an acknolwedge of debt and security in Ex.A3, A4, which is within the limitation. But as per the section 18 of limitation Act, acknowledgment of liabilities, rest the limitation period. Hence the suit is well within time.

13. So that, this suit is within the limitation period and it is proved that these defendants are defaulters in repayment of the loan as agreed . The defendants denied the documents. But to prove the same no steps has been taken by that defendants and they did not enter in to the witness box to disprove the case of the plaintiff, hence, it is held that the defendant's case are not proved both by oral and documentary evidence and it is taken as adverce inference u/s.114(g) of evidence Act against the defendants. Therefore the defence case are not proved. Since the defendants have not comforward to putforth contrary pleadings after the cross examine the PW1 remained unchallenged.

14. It is argued that the plaintiff has maintained regular books of account and a detailed statement of account, has been filed on record. This documents clearly shows the disbursement EMI paid, default and final outstanding. The statement has not been specifically denied or rebutted by the defendant. Therefore it is reliable and supports the plaintiffs claim. It is argued that both defendant No.1,2 are jointly and severally liable for the repayment of the loan. The guarentor has executed the guarantee agreement and has not disputed his signature. As per setted law , once the borrower defaults, the guarantor becomes equally liable to repay the out standing dues.

15. Therefore, considering the testimony of the evidence of PW1 and coupled with documentary evidence and also considering the fact that the Defendants have not appeared before the court and had not comeforward to put-forth contrary pleadings this court is of the opinion that the Plaintiff has clearly proved the suit claim and the Plaintiff is entitled to recover the amount from the Defendants. Accordingly the point is answered in favour of Plaintiff.

16. Finding Issue No.2

2	Whether the plaintiff is entitled to any other relief?

In this case, both parties did not put forward their pleadings in such a way to grant any other reliefs. Therefore, both parties are not entitled to any other reliefs.

In the result, the suit is decreed and the Defendants are directed to pay a sum of Rs.5,13,573 /- to the Plaintiff bank, jointly and severally, with interest at the rate of 7% per annum from the date of presentation and at the rate of 5% per annum therafter till realization together with cost.

Directly dictated to the Steno - Typist and typed by her in the computer, corrected and pronounced by me, on this the 23rd dav of June 2026.

BARSAD BEGUM A Digitally signed by BARSAD BEGUM A Date: 2026.06.23 17:00:51 +0530

Subordinate Judge,
Srivaikundam.

List of witness on the Plaintiff side:-

PW1 - Tmt.Dhanalakshmi,Branch Manager, State Bank of India, Eral Branch

List of documents on the Plaintiff side:-

Ex.P1	30.06.2014	Loan application given by defendant
Ex.P2	04.03.2015	Educational Loan Agreement deed executed by defendants in favour of plaintiff
Ex.P3	11.02.2021	Revival letters given by the defendants in favour of plaintiff
EX.P4	03.02.2023	Revival letters given by the defendants in favour of plaintiff

Ex.P5	20.06.2024	Statement of account
Ex.P6		ID card of PW1

<u>List of witness on the Defendant's Side:-Nil</u>

List of documents on the Defendants Side:- Nil

BARSAD BEGUM A Digitally signed by BARSAD BEGUM A Date: 2026.06.23 17:00:56 +0530

Subordinate Judge,
Srivaikundam.

Subordinate Court, Srivaikundam.
O.S. No.136/2024
Draft/Fair Judgment
Date :23.06.2026