

**IN THE COURT OF THE SUBORDINATE JUDGE, VANIYAMBADI,
TIRUPATTUR DISTRICT**

Present: Tmt. K.S. Kayalvizhi, M.L.,M.A.,M.Phil.,PGDHR.,
Subordinate Judge, Vaniyambadi.

Friday, the 03rd day of July, 2026

O.S.No: 74 of 2025

C.N.R.No.TNTU070001912025

Tamil Nadu Grama Bank,
Vaniyambadi Branch
Represented by its Branch Manager

- Plaintiff

-Vs-

Baskar

.... Defendant

This suit came before me on 05.06.2026 for final hearing in the presence of Thiru. V.S. Ravichandran, the despite of receiving the summons from the court defendant not appeared before the court and remained exparte on 26.09.2025 and upon perusing the records and plaintiff's arguments and having stood over for consideration this court delivered the following:

JUDGMENT

1) Suit for recovery of money directing the Defendant to pay the Plaintiff the suit amount of Rs.1,58,997/- with further interest at 12.50% per annum with monthly rest thereon till payment in full with cost of the suit and granting such other relief.

2) Brief averments of the plaint is as follows:-

The plaintiff states that on 19.08.2019 at the request of the defendant the plaintiff granted loan of Rs.1,00,000/- to the defendant and on the same day the defendant executed a pronote for Rs.1,00,000/- to the plaintiff agreeing to repay

this loan with interest at 12.50% P.a. with monthly rest on demand of plaintiff or order. On the same day the defendant executed agreement of Hypothecation of Movables for Rs.1,00,000/- to the plaintiff, agreeing to repay this loan amount in 36 monthly installments with interest at 12.50% p.a. with monthly rest. On 18.06.2022 the defendant executed acknowledgment debt in favour of the plaintiff. So, this suit is within the period of limitation.

The plaintiff further states that despite the several demands made by the Plaintiff the Defendant failed and totally neglected to repay the loan and so the plaintiff is obliged to file the above suit against the defendant for recovery of the suit amount with further interest and cost. As per the regular Books of Accounts maintained by the Plaintiff in the ordinary course of banking transactions, the present outstanding due by the Defendant as on 16.05.2025 is Rs.1,58,997/- .

3) Despite of receiving summons from the court defendant not appeared before the court and remained exparte on 26.09.2025.

4) On the side of the Plaintiff Bank, one V. Kabilan Branch Manager was examined as P.W.1. and Ex.A1 to Ex.A4 were marked through P.W.1. In order to evince and substantiate the case of the Plaintiff Bank, PW1 had deposed in his Proof Affidavit as stated in the Plaint. Pronote dated 19.08.2019 was marked as Ex.A1, Agreement for hypothecation dated 19.08.2019 was marked as Ex.A2, Acknowledgment of debt dated 18.06.2022 was marked as Ex.A3, True Copy of Statement Account dated 21.05.2025 was marked as Ex.A4 through PW1.

5) The Plaintiff Bank has proved its case and discharged the initial burden lies on it. Added to it, the presumption ***under Section 118 of Negotiable Instrument Act*** also would strengthen the case of the Plaintiff Bank. On the other hand, the Defendant have deliberately failed to appear for contesting the suit. Therefore,

this Court wants to invoke and draw an adverse inference as against the Defendants ***under Section 114 illustration (g) of the Evidence Act.***

In the result, the Suit is decreed with costs, thus the Defendant is directed to pay the suit amount of Rs.1,58,997/- to the Plaintiff Bank with interest at the rate of 12.50% p.a. on Rs.1,00,000/- from the date (02.06.2025) of filing the suit till the realization within 3 months.

Dictated by me to the Steno-Typist, computerized by her directly to my dictation, corrected and pronounced by me in the open Court, this the 03th day of July, 2026.

Subordinate Judge,
Vaniyambadi.

Witness examined on the side of the Plaintiff:-

P.W.1 Thiru. V. Kabilan (Branch Manager)

Exhibits marked on the side of the Plaintiff:-

Ex.A1	19.08.2019	Pro-note .
Ex.A2	19.08.2019	Agreement for hypothecation.
Ex.A3	18.06.2022	Acknowledgment of debt.
Ex.A4	21.05.2025	True copy of Statement of Account.

Witnesses examined and Exhibits marked on the side of Defendants: Nil

Subordinate Judge,
Vaniyambadi.