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.

Wednesday, the 8th day of July, 2026

O.S.No: 82 of 2025

C.N.R.No.TNTU-070002062025

Canara Bank,

Islamiah College Branch, Vaniyambadi

rep.by its Branch Manager, Vaniyambadi ....Plaintiff

/vs/

1. J. Sathishkumar

2. B. Jagannathan ..Defendants

This suit came before me on 08.06.2026 for final hearing in the presence of Thiru. R. Nithiyanandam, D1,D2 were set exparte on 15.12.2025 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 Defendants to pay the suit amount of Rs.6,69,698.15/- with further and future interest at 9.90% per annum with monthly rest from the date of plaint till the date of realization of the entire amount directing the defendants to pay the cost of the suit.

2) Brief averments of the plaint as follows:-

The plaintiff states that on request of the defendants herein the plaintiff sanctioned Education Loan for Education purpose of the 1st defendant on

19.11.2014 and granted Loan of Rs.3,40,000/- and on the same day the 2nd defendant for himself and on behalf of minor 1st defendant executed Educational Loan agreement in favour of the Plaintiff within the Bank premises at New Town, Vaniyambadi for Rs. 3.40,000/-. The 1st defendant availed Loan to pay the college fees and the 1st defendant is permitted to pay the college fees through the plaintiff bank now and then whenever the payment is due. The plaintiff bank issued D.D. to the college authorities for each and every year till the completion of the course. The 1st defendant studied the course by paying the college fees by utilizing the loan facility. The2nd defendant for himself and on behalf of the 1st defendant thereby agreed to repay the above said Loan amount with interest at 9.90 % p.a. with monthly rest. The 2nd defendant also agreed to repay the loan amount with interest at the rate as per the directions of Reserve Bank of India. The plaintiff is herewith filing the Educational loan agreement dated 19.11.2014.

The Educational Loan agreement dated 19.11.2014 the repayment shall start in one year after completion of course or after six month of getting employment/job whichever is earlier. The 1st defendant after attaining majority along with 2nd defendant on 19.12.2017, 25.02.2020 and 28.12.2023 n jointly executed acknowledgment of debt of the plaintiff thereby acknowledging the debt in favour of the plaintiff. The Plaintiff is herewith filing the acknowledgment of debt dated 19.12.2017, 25.02.2020 and 28.12.2023. The Plaintiff submits that the plaintiff issued Legal notice to the defendants to repay the amount due through their counsel on 12.02.2025. That the defendants received the said notice The plaintiff is herewith filing the office copy of the notice dated 12.02.2025 .The plaintiff bank maintains true and proper books of account during the course of its business and as per the ledger the defendants are liable to pay a sum of Rs.6,69,698.15 as on 21.01.2025 towards the above said loan amount and the defendants have to pay and future interest as agreed upon till the date of realization of the entire amount to the plaintiff bank.

3) The of D1,D2 were served notice through paper publication and set exparte on 15.12.2025.

4) On the side of the Plaintiff Bank, one Thiru. Naveenkumar, Branch Manager was examined as P.W.1. and Ex.A1 to Ex.A7 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. Educational Loan agreement for Rs.3,40,000/- executed by the 2^{nd} defendant dated 19.11.2014 was marked as Ex.A1, Acknowledgments of debt defendants 1 & 2 dated : 19.12.2017, and another dated 25.02.2020, 28.12.2023 were marked as Ex.2 to Ex.A4, Office copy of the notice dated 12.02.2025 was marked as Ex.P5 Postal acknowledgments -2 was marked as Ex.A6, True extract of the Account Copy xerox copy of the suit document was marked as Ex.A7 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 Defendants 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 Defendants are directed to pay the suit amount of Rs.6,69,698.15/- to the Plaintiff Bank with interest at the rate of 9% p.a. on Rs.3,40,000/- from the date of filing the suit (04.06.2025) 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 08th day of July, 2026.

K S KAYALVIZHI Digitally signed by K S KAYALVIZHI Date: 2026.07.08 17:15:13 +0530

Subordinate Judge,
Vaniyambadi.

Witness examined on the side of the Plaintiff:-

P.W.1 - Thiru. Naveenkumar, (Branch Manager)

Exhibits marked on the side of the Plaintiff:-

Ex.A1	19.11.2014	Educational Loan agreement.
Ex.A2	19.12.2017	Acknowledgment of debt.
Ex.A3	25.02.2020	Acknowledgment of debt.
Ex.A4	28.12.2023	Acknowledgment of debt.
Ex.A5	12.02.2025	Office copy of the notice.
Ex.A6	-	Postal acknowledgments (2).
Ex.A7	-	True Extract of the Account Copy.

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

K S KAYALVIZHI Digitally signed by K S KAYALVIZHI Date: 2026.07.08 17:15:17 +0530

Subordinate Judge,
Vaniyambadi.