

**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.

Monday this the 27th day of July, 2026

O.S. No. 47 of 2025

C.N.R.No.TNTU07-000122-2025

Bank of Baroda,
Alangayam Branch

Rep. by its Branch Manager

.....Plaintiff

/Vs/

B. Dinesh

.....Defendant

This suit came before me on 20.07.2026 for final hearing in the presence of Thiru. R.V. Varadarajan, the learned counsel for the plaintiff, Defendant was set exparte on 28.07.2025, and upon perusing the records and plaintiff arguments and having stood over for consideration till this day, this court rendered the following.

JUDGMENT

The suit for recovery of money directing the defendant to pay the plaintiff suit amount Rs.2,02,406.28/- with further interest at 15.40% P.a with monthly rest from the date of suit till the realization with cost .

2. Brief averments of the plaint as follows:

The plaintiff states that on 20.09.2023 at the request of the defendant the plaintiff granted loan of Rs.1,81,395/- to the defendant and on the same day the defendant executed a loan agreement for Rs.1,81,395.00/- to the plaintiff

agreeing to repay this loan in 36 monthly installments of Rs.6,324/- with interest at 15.40% p.a with monthly rest.

The plaintiff further states that despite the several demands made by the plaintiff, the operation of loan account by the defendant has become irregular. So, the plaintiff is obliged to file suit against the defendant for the recovery of loan outstanding. 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 is Rs.2,02,406.28/- as on 13.02.2025. Hence, the plaintiff Bank is constrained to file the suit for Recovery of Money.

3) Despite of receiving summon from the court defendant has not appeared before the court and remained exparte on 28.07.2025.

4) On the side of the plaintiff Bank, one Thiru. Nayak Athavath saithan Branch manager was examined as the PW1 and Ex.A1 and A2 were marked through PW1.

5) In order to evince and substantiate the case of the plaintiff Bank, PW1 had deposed in his Proof affidavit as stated in the plaint. Lone agreement dated 20.09.2023 was marked as Ex.A1, Statement of account dated 21.05.2025 was marked as Ex.A2.

6) Thus through oral and documentary evidence the Plaintiff **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 . On the other hand, the Defendant failed to appear for

contesting the suit. Therefore, drawing an adverse inference as against the Defendant ***under Section 114 illustration (g) of the Evidence Act.*** is inevitable.

In the result, the Suit is decreed with costs, directing the defendant to pay the suit amount of Rs.2,02,406.28/- to the Plaintiff Bank with interest at the rate of 12.00% p.a. from the date of filing of the suit (18.03.2025) till the date of decree and with 6% Interest from the date of decree till realization within 3 months.

Dictated to the Steno Typist, typed by her through computer directly, corrected and pronounced by me in the open Court, this the 27th day of July, 2026.

Subordinate Judge,
Vaniyambadi.

Annexure:

Witness examined on the side of the Plaintiff:-

P.W.1 Thiru. Nayak Athavath saithan (Branch Manager)

Exhibits marked on the side of the Plaintiff:-

Ex.A1	20.09.2023	Lone agreement .
Ex.A2	--	Statement of account.

Witness examined and Exhibits marked on the side of Defendant: Nil

Subordinate Judge,
Vaniyambadi.

