

**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 10th day of July, 2026

O.S.No: 240 of 2023

C.N.R.No.TNTU070006672023

State Bank of India,
Vaniyambadi Branch
Represented by its Branch Manager

- Plaintiff

-Vs-

Mohamed Shameem

.... Defendant

This suit came before me on 11.06.2026 for final hearing in the presence of Thiru. V. Ranjithkumar, Defendant remained exparte on 27.02.2024 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 suit amount of Rs.1,00,270/- to the plaintiff with future interest at 13.55% per annum till realization with cost.

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

The plaintiff states that the defendant has approached the plaintiff bank and requested for financial assistances for his personal prupose. The plaintiff bank agreed and granted a loan of Rs.1,00,000/- to the defendant for the above said purpose under Express credit scheme on 01.11.2019. The defendant has obtained the above said loan of Rs.1,00,000/- and also executed a personal loan

agreement dated 01.11.2019 in favour of the bank and thereby agreed to repay the said loan on demand together with interest at 13.55% per annum fixed for entire tenure. The defendant has also executed an Arrangement letter dated 01.11.2019 for the above said loan infavour of the bank and agreed to repay the said loan by way of 72 equated montly instalments from the date of commencement of repayment.

The defendant has failed to repay the above said loan regularly and the operation of the accounts was also not satisfactory and he is very irregular in payment of the due.

The suit filed by the plaintiff is within the period of limitation as per revival letter dated 12.07.2022. The plaintiff further states that on 16.06.2023 a sum of Rs.1,00,270/- is in due from the said loan which includes interest upto 16.06.2023 as per the books of accounts. The plaintiff further states that they have demanded payment of the amounts due on many occations but so far the defendant has not cared to pay the same . Hence this suit is filed.

3) The defendant remained exparte on 27.02.2024.

4) On the side of the Plaintiff Bank, one P. Sathi Nathan, Branch Manager was examined as P.W.1. and Ex.A1 to Ex.A5 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. Loan application dated 23.10.2019 was marked as Ex.A1, Arrangement letter dated 01.11.2019 was marked as Ex.A2, Personal Loan Agreement dated 01.11.2019 was marked as Ex.A3. Revival Letter dated 12.07.2022 was marked as Ex.A4, Statement of Account dated 16.06.2023 was marked as Ex.A5.

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.1,00,270/- to the Plaintiff Bank with interest at the rate of 13.55% p.a. on Rs.1,00,000/- from the date of filing the suit (30.06.2023) 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 10th day of July, 2026.

Subordinate Judge,
Vaniyambadi.

Witness examined on the side of the Plaintiff:-

P.W.1 Thiru. P. Sathi Nathan (Branch Manager)

Exhibits marked on the side of the Plaintiff:-

Ex.A1	23.10.2019	Loan application.
Ex.A2	01.11.2019	Arrangement letter.
Ex.A3	01.11.2019	Personal Loan Agreement.
Ex.A4	12.07.2022	Revival Letter.
Ex.A5	16.06.2023	Statement of Account.

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

Subordinate Judge,
Vaniyambadi.

