

In the Court of the Subordinate Judge, Mannargudi

Present: Thiru.S.Muthuraman, B.L.,

Subordinate Judge, Mannargudi.

Tuesday, the 3<sup>rd</sup> day of December 2024

(Korothei Varudam Karthigai Month 18<sup>th</sup> day)

O.S.No: 221 of 2023

CNR.No: TNTV05-000571-2023

Corporation Bank,

Now amalgamated with

Union Bank of India,

Mannargudi branch,

Represented by its

Branch Manager.

... Plaintiff

/Versus/

1.T.Kiliyazhagan

2.P.Thamilarasan

... Defendants

This suit coming up for final hearing on 03.12.2024 before this Court in the presence of Tr.MG.Rajmohan Counsel for Plaintiff and the defendants are called absent set exparte and upon hearing the arguments of the plaintiff side and perusing the records, having stood over for consideration till this date, this Court delivered the following:

**Judgment**

1) The plaintiff herein has filed this suit for Recovery of Money, to pass a decree against the defendant for a sum of Rs.3,58,660 /- with subsequent interest and costs of the suit.

**2) The averments made in the plaint is as follows:-**

The 1<sup>st</sup> had applied the Education loan of Rs 4,00,000/- ( Four lakhs only) in the year 2015 from the plaintiff bank vide loan application on 09.01.2015 and the same was

sanctioned by the plaintiff bank credited to the 1<sup>st</sup> defendant account. The 2<sup>nd</sup> defendant is the co-applicant of 1<sup>st</sup> defendant. On the same day defendant was executed the pronote for Rs 4,00,000/- and relevant documents and further they are agreed to repay the amount with subsequent interest. The loan amount was disbursed to the defendant on the same day and also, defendant was promised to repay the loan amount with interest at the rate of 11.35% . Regarding the said loan the defendants were executed a Take delivery letter to DPN and agreement of Assignment of future income. The loan has to be paid with in 120 months from one year after completion of course. The moratorium period was end in the year 2019 August. After several reminders made by the plaintiff bank and the defendants had executed the revival letters dt: 07.01.2018 and 03.01.2021 and the defendants failed to repay the said loan amount as agreed by them. Hence the plaintiff bank send a legal notice on 23.11.2022 to defendant calling upon to repay the loan, but the defendants failed to repay the loan amount with interest. Hence, this plaintiff filed this suit for Recovery of Money.

3) On receiving the summons from this Court, the defendants was not appeared through their counsel, but on later they did not filed the written statement and called absent, set *exparte*.

4) Points for consideration is whether the plaintiff's Bank is entitle for the claim as prayed for?

5) In this case the plaintiff's Bank Assistant Manager of Poopathy examined as PW1, through him Exhibits A1 to A10 are marked and the side of defendant ,no oral and documentary evidence let in.

6) Heard on the side of plaintiff. The plaintiff also reiterated the plaint averments by way of proof affidavit. Admittedly, in this case, the allegations made in the plaint are not denied by the defendant herein by either let in oral evidence nor through documentary evidence. On seeing, the exhibits marked by the plaintiff's bank, the Exhibit A1 to Ex.A10 marked through PW1, Which are clearly and vividly proved the claim of the plaintiff's Bank. As per the documents which were marked as Exhibit A1 to A10 are clearly shows that the defendant herein has to repay the loan amount on monthly rests with interest and also

the statement of account which was marked as Exhibit A8 shows that the defendant is in defaulter. The marked documents are proved, that the cause of action of this case and the marked documents are clearly established that the plaintiff's Bank is proved their claim through documentary evidence. It is settled preposition of the law, that in the absence any contra evidence, it has to be presumed that the plaintiff's bank proved their case. Hence, this court come to conclusion that the plaintiff's bank proved the case with oral and documentary evidence. Accordingly, the point is answered in their favour.

7) In the result, the defendant is directed to pay a sum of Rs.3,58,660/- together with subsequent interest of 9 % per annum from the date of plaint till the date of decree on the loan amount thereafter 6% per annum till its realization and cost of the suit.

Dictated to the typist and computerized by her, and corrected and pronounced by me in the open court, this the 3<sup>rd</sup> day of November 2023.

Subordinate Judge,  
Mannargudi.

**Annexure:-**

**1. Plaintiff side Evidence :-**

PW1 Poopathy

**2. Plaintiff side Exhibits :-**

1. Ex.A1. - 09.01.2015	- Loan Application	- Original
2. ExA2. - 09.01.2015	- Permission letter	- Original
3. ExA3. - 09.01.2015	- Pronote	- Original
4. Ex.A.4. - 09.01.2015	- Agreement of loan term	- Original
5. Ex.A.5. - 09.01.2015	- Admission letter	- Original
6. Ex.A.6. - 09.01.2015	- Take delivery letter	- Original
7. Ex.A.7. - 09.01.2015	- Agreement of assignment for future income	- Original
8. Ex.A.8. - 20.04.2023	- Bank account statements	- Original
9. Ex.A.9. - 07.01.2018	-Revival letter	- Original
10. Ex.A.10. - 03.01.2021	- Revival letter	- Original

**3. Defendants side Evidence and Exhibits:-**

Nil.

Subordinate Judge,  
Mannargudi.