

**IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE,
VILLUPURAM.**

**PRESENT : Thiru.A.Tamilselvan, M.L.,
Principal Subordinate Judge, Villupuram.**

Wednesday, the 01st day of April 2026.

O.S. No.557 of 2025

(CNR NO: TNVP02-000614-2025)

State Bank of India (ADB), Villupuram Branch

Represented by its Chief Manager.

..... Plaintiff

//Vs//

N. Subramani

..... Defendant

This suit having been taken on file on 02.06.2025 and came up for final hearing on 16.03.2026 in the presence of Tr.K.V.D.Chellappa, learned Advocate on behalf of the Plaintiff, defendant called absent set exparte, upon perusing the case records, upon hearing arguments of plaintiff side and having been stood over for consideration till this date, this court delivered the following.....

JUDGMENT

This is a suit for recovery of money to pass personal decree directing the defendant to pay a sum of Rs.1,19,671/- with subsequent interest @ 10% p.a. from the date of plaint till the date of realisation together with the cost of the suit.

2. The plaint averments in brief is as follows:-

On 21.06.2013 the defendant borrowed a sum of Rs.36,000/- for an Agriculture loan for the defendant with the plaintiff on the sanction of the loan,

on the same date, the defendant executed an hypothecation agreement for term loan on 21.06.2013 and agreeing to the repay the said amount together with interest at 10% p.a. with quarterly rests. On 15.05.2016, 10.05.2019 and 05.05.2022 the defendant executed revival letters in favour of the plaintiff and acknowledged the suit liability. Hence the suit is not barred by limitation. The defendant did not pay back the suit debts as per the undertaking inspite of plaintiff's repeated letters and personal reminders issued legal notice dated 06.03.2024 to the defendant which the defendant failed to comply. Hence the suit.

3. After filing the suit, the plaintiff has taken steps to issue summons to defendant and the same was served. The defendant failed to appear and set exparte.

4. In order to substantiate its case, the plaintiff has examined Tr. Nagaraj, Branch Manager, as PW1 and Ex.A1 to Ex.A7 were marked.

5. Point for determination:-

- (i). Whether the plaintiff bank is entitled to recovery of suit amount as prayed for?
- (ii) To what other relief is the plaintiff entitled to?

6. Point Nos.1 and 2:-

The contention of the plaintiff is that, on 21.06.2013 the defendant borrowed a sum of Rs.36,000/- for an Agriculture loan for the defendant with the plaintiff on the sanction of the loan, on the same date, the defendant executed an hypothecation agreement for term loan on 21.06.2013 and agreeing to the repay

the said amount together with interest at 10% p.a. with quarterly rests. On 15.05.2016, 10.05.2019 and 05.05.2022 the defendant executed revival letters in favour of the plaintiff and acknowledged the suit liability. Hence the suit is not barred by limitation. The defendant did not pay back the suit debts as per the undertaking inspite of plaintiff's repeated letters and personal reminders issued legal notice dated 06.03.2024 to the defendant which the defendant failed to comply.

7. The plaintiff bank in order to substantiate its case has examined Tr.Nagaraj as PW1 and marked Ex.A1 to Ex.A7. Ex.A1 is Loan application of the defendant in favour of the plaintiff dated 21.06.2013, Ex.A2 is hypothecation Agreement for Rs.36,000/- executed by the defendant in favour of the plaintiff dated 21.06.2013, Ex.A3 to Ex.A5 are revival letters executed by the defendant in favour of the plaintiff dated 15.05.2016, 10.05.2019 and 05.05.2022, Ex.A6 is Legal Notice issued by plaintiff's counsel to defendant dated 06.03.2024, Ex.A7 is statement of accounts.

8. The perusal of Ex.A1 reveals that the defendant had borrowed Agriculture loan from the plaintiff's Branch. The term loan agreement marked as Ex.A2 establishes that the defendant had executed an agreement for term loan. Ex.A7 reveals outstanding payable by the defendant. The above documents establishes that the defendant borrowed Agriculture loan from plaintiff's bank agreeing to repay the same with interest. It is also established that after borrowal of loan amount, the defendant failed to repay the same. The evidence of PW1 coupled with Ex.A1 to Ex.A7 establishes the claim of the plaintiff. In view of the above evidence, this court concludes that the plaintiff is entitled to the recovery of suit amount along with interest as prayed for till filing of suit.

In the result, suit is decreed with costs in favour of the plaintiff directing the defendant is liable to pay a sum of Rs.1,19,671/- together with interest at 9% p.a. on Principal Amount of Rs.36,000/- from the date of filing of the plaint till the date of decree and interest at the rate of 6% p.a till realisation.

Dictated to the Steno-typist, directly and typed on the computer, corrected, print out was taken and pronounced by me in the open court, on this the 01st day of April 2026.

Principal Subordinate Judge,
Villupuram.

LIST OF PLAINTIFF'S WITNESSES:

PW1 – Tr. Nagaraj, Branch Manager

LIST OF PLAINTIFF'S EXHIBITS:

Ex.A1	21.06.2013	Loan application of the defendant in favour of the plaintiff.
Ex.A2	21.06.2013	Hypothecation Agreement for Rs.36,000/- executed by the defendant in favour of the plaintiff
Ex.A3	15.05.2016	Revival Letter executed by the defendant in favour of the plaintiff
Ex.A4	10.05.2019	Revival Letter executed by the defendant in favour of the plaintiff
Ex.A5	05.05.2022	Revival Letter executed by the defendant in favour of the plaintiff
Ex.A6	06.03.2024	Legal Notice Issued by plaintiff's counsel to defendant
Ex.A7	--	Statement of accounts.

LIST OF DEFENDANT'S SIDE WITNESSES & EXHIBITS:

-Nil-

Principal Subordinate Judge,
Villupuram.