

**IN THE COURT OF THE I ADDITIONAL SUBORDINATE JUDGE,  
VILLUPURAM.**

**PRESENT : Tmt.M.S.Varalakshmi, B.A., B.L.,  
I Additional Subordinate Judge, Villupuram.**

**Monday, the 16<sup>th</sup> day of March 2026**

**O.S. No.886 of 2024**

**(CNR NO: TNVP02-002504-2024)**

Bank of Baroda,  
Rep. by its Branch Manager,  
Arasur Branch.

..... Plaintiff

//Vs//

1. Thirugnanam  
2. Mariappan

..... Defendants

This suit filed on 24.04.2023 in Sub Court, Ulunthurpet and taken on file on 26.04.2023 as OS.No.145/2023 and transferred to this Court as per the proceedings of the Hon'ble Principal District Judge, Villupuram in A.No.604/2020 dated 20.10.2023 and new number assigned as OS.886/2024 and came up for final hearing before me on 12.03.2026 in the presence of Tr.S.Jagadhathri, learned Advocate on behalf of the Plaintiff and after service of summon, the defendants called absent and set exparte and 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 praying to pass a decree in favour of the plaintiff as against the defendant's to pay the plaintiff bank a sum of Rs.2,09,017/- with subsequent compound interest at 12% from the date of plaint and till the date of realization of the amount due and to direct the defendants to pay the cost of the suit.

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

The plaintiff is a banking company and does business of banking through its Branches at various places and one such branch is situate at Tiruchy Trunk Road, Arasur, Ulunthurpet Taluk and represented by its Branch Manager, who is competent to sign, verify and execute this plaint under the Banking Regulations Act and the 1<sup>st</sup> defendant approached the plaintiff's bank and requested for a loan and allied operation and the plaintiff agreed to grant loan and the defendant availed the following loan 1. A/c. No.16590500003077; availed on Rs.1,00,000/- on 06.08.2013; outstanding amount Rs.2,09,017/- and in evidence thereof and as security the 1<sup>st</sup> defendant has executed a Demand Promissory note agreeing to repay the loan amount with interest at 12% per annum in favour of the plaintiff on 06.08.2013 and the 1<sup>st</sup> defendant along with 2<sup>nd</sup> defendant executed the Letter of Hypothecation of Crop-cum guarantee in favour of plaintiff on 06.08.2013 for the said loan and the liability of 2<sup>nd</sup> defendant is co-extensive with that of the principal debtor namely the 1<sup>st</sup> defendant and the 1<sup>st</sup> defendant had executed letter of acknowledgment of debt and hence the suit is not barred by limitation and filed in time and inspite of repeated demands made by the plaintiff through phone and also met the defendants directly and requested to repay the loan dues but the defendant's did not repay the amount due as schedule and since the defendant failed to clear the above said loan dues and hence, this suit is for recovery of the loan dues from the defendant and the

defendant is not entitled to claim the benefits of any debt relief acts and hence interest is claimed as per contract rate and the plaintiff is herewith appending the statement of account which shows that a sum of Rs.2,09,017/- is due as on 01.11.2022 and inspite of repeated demands, the said amount has not been paid and a true extract of the statement of accounts maintained by the bank in the ordinary course of business of the bank and which is admissible under the Bankers Books of Evidence Act is furnished herewith and the plaintiff is claiming interest at the contract of interest as per the provision of Sec.21(a) of the Bank Regulation Act.

3. After filing the suit, the plaintiff has taken steps to issue summons to defendants and same was served. The defendant no.1 and 2 failed to appear and were set exparte on 10.08.2023 and 13.01.2026.

4. In order to substantiate its case, the plaintiff has examined Mr.Balaganapathi, Recovery manager, as PW1 and Ex.A1 to Ex.A6 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. On Point:-**

The contention of the plaintiff is that the defendants approached the plaintiff bank and borrowed a sum of Rs.1,00,000/- on 06.08.2013 with the

plaintiff's Bank and on the sanction of the loan, the 1<sup>st</sup> defendant executed a demand promissory note and the defendants executed Letter of Hypothecation of Crop-Cum Guarantee and the 1<sup>st</sup> defendant executed letter of acknowledgment of debt dated 25.07.2016, 20.05.2019 and 07.07.2021 for acknowledging their debt and the defendants have not pay back the suit debts as per the undertaking inspite of plaintiff's repeated letters and personal reminders. After filing suit the plaintiff has taken steps to issue summons to defendants and same was served. In spite of sufficient opportunity were granted defendants called absent and they were set exparte.

7. The plaintiff bank in order to substantiate its case has examined Mr.Balaganapathi as PW1 and marked Ex.A1 to Ex.A6. Ex.A1 is the Demand Promissory note for Rs.1,00,000/- dated 06.08.2013 executed by the 1<sup>st</sup> defendant in favour of plaintiff bank, Ex.A2 is the Letter of Hypothecation of Crop-Cum-Guarantee executed by the defendants in favour of plaintiff bank dated 06.08.2013, Ex.A3 to Ex.A5 are the Letters of Acknowledgment of debt executed by the 1<sup>st</sup> defendant in favour of plaintiff bank dated 25.07.2016, 20.05.2019, 07.07.2021, Ex.A6 is the statement of accounts for the suit loan dated 22.09.2022.

8. The above documents establishes that the defendants borrowed loan from plaintiff's bank agreeing to repay the same with interest and after borrowal of loan amount, the defendants failed to repay the same. The defendants have to repay outstanding due amount. The evidence of PW1 coupled with Ex.A1 to Ex.A6 establishes the claim of the plaintiff. There is nothing on record to disprove the claim of the plaintiff. In view of the above Evidence, this court conclude that the plaintiff is entitled to the recovery of suit amount along with interest as prayed for.

**In the result,**

- (i) the suit is decreed with costs in favour of the plaintiff.
- (ii) the defendants are directed to pay a sum of Rs.2,09,017/- together with interest at 9% per annum on Principal amount of Rs.1,00,000/- from the date of filing of the suit till the date of decree and further interest at the rate of 6% p.a till realisation.
- (iii) Two month time is granted for payment.

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 16<sup>th</sup> day of March 2026.

I Additional Subordinate Judge,  
Villupuram.

**Enclosure :-****List of Plaintiff's side Witnesses :-**

PW1 – Mr.Balaganapathi (Recovery Manager of Plaintiff bank)

**List of Plaintiff's side Exhibits :-**

Ex.A1	06.08.2013	Demand Promissory note for Rs.1,00,000/- executed by the 1 <sup>st</sup> defendant in favour of the plaintiff bank (Original)
Ex.A2	06.08.2013	Letter of Hypothecation of Crop-Cun-Guarantee executed by the 2 <sup>nd</sup> defendant in favour of the plaintiff bank (Original)
Ex.A3	25.07.2016	Letter of Acknowledgment of debt executed by the 1 <sup>st</sup> defendant in favour of plaintiff bank (Original)
Ex.A4	20.05.2019	Letter of Acknowledgment of debt executed by the 1 <sup>st</sup> defendant in favour of plaintiff bank (Original)

Ex.A5	07.07.2021	Letter of Acknowledgment of debt executed by the 1 <sup>st</sup> defendant in favour of plaintiff bank (Original)
Ex.A6	-	Statement of accounts for the suit loan transaction.

**List of Defendant's side Witness & Exhibits :-**

-Nil-

I Additional Subordinate Judge,  
Villupuram.