

TNVP020027862024



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

**PRESENT : Thiru. S. Muthu Murugan, B.A., B.L., LL.M.,**  
**I Additional Subordinate Judge, Villupuram.**

Thursday this the 06<sup>th</sup> day of August 2026

**O.S. No.626 of 2024**  
**(CNR NO: TNVP02-002786-2024)**

State Bank of India (ADB), Villupuram  
Rep. by its Chief Manager.

..... Plaintiff

//Vs//

R. Sekar

..... Defendant

This suit filed on 20.06.2024 and taken on file on 20.06.2024 and came up for final hearing before me on 23.07.2026 in the presence of Thiru.K.V.D.Chellappa, learned Advocate on behalf of the Plaintiff and after service of summon the defendant appeared through Advocate then he 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 personal decree as against the defendant for Rs.1,74,249/- with subsequent interest at 11.20% p.a. from the date of plaint till realization together with cost of the suit.

#### **2. The brief facts of the plaintiff's case is as follows :-**

The plaintiff bank submit that on 03.02.2018 the defendant applied for an agricultural loan for a sum of Rs.1,00,000/- and the same was sanctioned on the same date and the defendant executed a hypothecation agreement to the bank and then availed the loan. But he failed to repay the loan amount, however time to time he executed the revival letters. So on 11.04.2024 the plaintiff bank issued legal notice to defendant. Even then failed to repay the loan amount. Therefore he filed the suit for recovery of money.

#### **3. Service of summons :-**

After taking this plaint into file, suit summon was issued to the defendant and he received the same in person and appeared through counsel but later he failed to file written statement so on 28.01.2026 he was set exparte.

#### **4. Evidence:-**

After the defendant was set as exparte, the plaintiff bank is directed to take exparte evidence. The plaintiff bank branch Manager Enoch was examined as PW1 through proof affidavit and during evidence, six documents have been marked as Ex.A1 to Ex.A6. With this sole witness, the plaintiff side evidence was closed, after that the arguments of the plaintiff

counsel this suit is posted for judgment.

**5. Point for determination is :-**

Whether the plaintiff bank is entitled for the suit amount Rs.1,74,249/- with subsequent interest as prayed for ?

**6. Answer on the Point :-**

**6.1** The case of the plaintiff is that on 03.02.2018 the defendant availed the Agricultural loan from plaintiff Bank, for a sum of Rs.1,00,000/- under the Ex.A1 loan application. Evidencing that transaction, the defendant executed deed of hypothecation which is marked as Ex.A2. From the above documents, it is proved that the defendant approached the plaintiff bank for the agricultural loan and the same was sanctioned. But the defendant failed to repay the loan amount however, in order to save the limitation, the defendant executed the revival letters from time to time which are marked as Ex.A3 and Ex.A4.

**6.2** The bank issued legal notice under Ex.A5 to the defendant through its counsel. However, even after that the defendant neither chose to sent any reply nor settle the loan amount but he executed the acknowledgment of debt under Ex.A3 and Ex.A4 so there is a limitation for this suit claim. Therefore, this court comes to the conclusion that the defendant is liable to repay the loan amount with interest as claimed by the plaintiff bank.

**6.3** The Ex.A6 statement of account concerning to the loan account of the defendant would show that the outstanding amount on the date of the plaint was Rs.1,74,249/-. Considering these all aspects, this court comes to the conclusion

that the defendant has to pay the suit amount. As far as the future interest is concerned, as per Section 34 of Civil Procedure Code, this court is having the discretion to fix the rate of interest after the suit and this loan transaction is not a commercial one, only for agricultural loan purpose, so this court fixed the future interest at the rate of 6% per annum. Accordingly, the sole point is answered in favour of the plaintiff bank.

**In the result,** the suit is decreed that,

- (i) the defendant is directed to pay a sum of Rs.1,74,249/- to the plaintiff Bank with future interest at the rate of 6% per annum on the principal amount of Rs.1,00,000/- from the date of plaint till the date of realization;
- (ii) the defendant is directed to pay the suit costs to the plaintiff.

Dictated by me to the stenographer and she directly typed it in the computer after corrections pronounced by me in Open Court, on this the 06<sup>th</sup> day of August 2026.

I Additional Subordinate Judge,  
Villupuram.

**Annexure :-**

**List of Plaintiffs side Witnesses :-**

| <b><u>Sl.No.</u></b> | <b><u>Date</u></b> | <b><u>Witness Name</u></b> | <b><u>Documents</u></b> |
|----------------------|--------------------|----------------------------|-------------------------|
| PW1                  | 02.07.2026         | Enoch (Manager Plaintiff)  | Ex.A1 to Ex.A6          |

**List of Plaintiffs side Exhibits :-**

| <b><u>Sl.No.</u></b> | <b><u>Date</u></b> | <b><u>Document Particulars</u></b>                      | <b><u>Document Type</u></b> |
|----------------------|--------------------|---------------------------------------------------------|-----------------------------|
| Ex.A1                | -                  | Loan application of the defendant to the plaintiff bank | Original                    |

|       |            |                                                                               |             |
|-------|------------|-------------------------------------------------------------------------------|-------------|
| Ex.A2 | 03.02.2018 | Hypothecation agreement executed by the defendant in favour of plaintiff bank | Original    |
| Ex.A3 | 18.01.2021 | Revival letter executed by the defendant in favour of plaintiff bank          | Original    |
| Ex.A4 | 13.07.2021 | Revival letter executed by the defendant in favour of plaintiff bank          | Original    |
| Ex.A5 | 11.04.2024 | Legal notice issued by plaintiff counsel to the defendant                     | Office copy |
| Ex.A6 | -          | Statement of account for the suit transaction                                 | Copy        |

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

-Nil-

I Additional Subordinate Judge,  
Villupuram.