


TNVR13000055 2026 	In the Court of Subordinate Judge, Aruppukottai Present : Thiru. R. Sathish, M.L., Subordinate Judge, Aruppukottai. Monday, the 30th Day of March 2026 <u>O.S. No.10 of 2026</u>
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Canara Bank, Pannaimoondradaippu
through its Branch Manager

...
/Vs/

Plaintiff

1. K. Rajaram

2. R. Kasinathadurai

...

Defendants

This Suit came before this Court for the final hearing on 30.03.2026 in the presence of Thiru.D. Sankaran, Advocate for the Plaintiff and the Defendants already set ex-parte and upon hearing the plaintiff's side arguments and on perusing the documents and evidence, having stood over for consideration till this date and this court delivers the following:-

JUDGMENT

Suit filed by the Plaintiff to direct the defendant to pay a sum of Rs.2,83,280/- with subsequent interest at 11.15% per annum compounded quarterly from the date of plaint till realization and for costs.

2. The averments in the plaint are as follows :-

The defendants had approached the plaintiff bank for financial assistance for the purpose of 1st defendant's education and the defendants submitted loan application in the plaintiff bank. After due negotiation and finalization of the terms and conditions, of the loan on 27.11.2013, the plaintiff bank sanctioned the defendants loan to the maximum limit of Rs.85,845/- for the said purpose and amount paid vide loan account no.1925655000004. The defendants agreed to the

terms and conditions and after having availed the loan, the defendants executed Education Loan Agreement on 27.11.2013 for the said amount of Rs.85,845/- and the defendants agreed to repay the loan amount with interest at 11.15% p.a. in equated monthly installments and the defendants also executed necessary loan documents. Further the defendants executed AOD (Revival letters) in favour of the plaintiff bank on 26.11.2016, 25.11.2019, 25.02.2022 & 27.09.2023.

The 1st defendant's D-EEE course was for the 2 years commencing from 05.06.2013 to 27.04.2015. As per the terms and conditions of the loan agreement, repayment of loan commence shall start one year after completion of course or after 6 months of getting employment which is earlier. The defendants already executed AOD (Revival letter) in favour of the plaintiff bank on 26.11.2016, 25.11.2019, 25.02.2022 & 27.09.2023. The defendants did not clear the loan amount in spite of repeated demands made by the officials of the plaintiff bank and the defendants not paid loan amounts and that the defendants became chronic defaulter. The plaintiff bank issued legal notice on 12.06.2025 and the defendants received the legal notice and approached the plaintiff bank and agreed to repay the loan amount with interest. But the defendants not paid loan amount or interest. As per extract of accounts the sum of Rs.2,83,280/- is found due as on 18.10.2025. The defendants are liable to pay the above sum with subsequent interest.

3. The Defendants were called absent and set ex-parte. The Chief Manager of the plaintiff Bank was examined as P.W1 and Exhibits A1 to A12 were marked on the side of the Plaintiff.

4. Whether the plaintiff is entitled to the suit claim or not?

5. Point for consideration :-

The defendants had approached the plaintiff bank for financial assistance for the purpose of 1st defendant's education and the defendants submitted loan application in the plaintiff bank. After due negotiation and finalization of the terms

and conditions, of the loan on 27.11.2013, the plaintiff bank sanctioned the defendants loan to the maximum limit of Rs.85,845/- for the said purpose and amount paid vide loan account no.1925655000004. The defendants agreed to the terms and conditions and after having availed the loan, the defendants executed Education Loan Agreement on 27.11.2013 for the said amount of Rs.85,845/- and the defendants agreed to repay the loan amount with interest at 11.15% p.a. in equated monthly installments and the defendants also executed necessary loan documents. Further the defendants executed AOD (Revival letters) in favour of the plaintiff bank on 26.11.2016, 25.11.2019, 25.02.2022 & 27.09.2023.

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6. The Plaintiff has examined himself as P.W.1 and has marked Ex.A1 to A12. The plaintiff would contend that through the above evidence he has proved his case in line with the pleadings and has sought to decree the suit. The plaintiff in order to put forth his case has marked the loan application as Ex.A.1 and loan sanction memorandum as Ex.A.2. A perusal of the above would reveal the fact that the

Defendants had applied for a loan of Rs.85,845/- on 27.11.2013 with Plaintiff Bank and the plaintiff bank sanctioned the above loan on 27.11.2013. Further, the defendant had executed Education Loan Agreement which is marked as Ex.A3, Bonafide Certificate cum fees structure is marked as Ex.A.4, Acknowledgement of Debt & Security are marked as Ex.A.5 to Ex.A.8. A perusal of the above documents would fortify the contention of the plaintiff that the defendants had borrowed the money from the bank for 1st defendant's education. The plaintiff bank sent a registered legal notice to the defendant on 12.06.2025 which is marked as Ex.A.9, postal receipts are marked as Ex.A.10, Acknowledgement card (Nos.2) are marked as Ex.A.11. The plaintiff has marked the Account Statement copy as Ex.A.12 and a go through of the above would reveal the fact that the defendant had defaulted in payment of the loan and has not paid the loan amount. Further there is an outstanding of Rs.2,83,280/- to be paid by the defendants.

7. The plaintiff through Ex.A1 to A12 has put forth the fact that the defendants have availed the loan of Rs.85,845/- from the plaintiff bank. The defendants have defaulted in payment of loan, steps were taken by the plaintiff seeking repayment of the loan amount, but inspite of the same, the defendants have not chosen to repay it. The plaintiff has adduced oral and documentary evidence coherently in consonance with the pleadings and has put forth his claim. The plaintiff having established his claim through available evidence is entitled to the suit claim.

8. In the result, this suit is decreed with cost, the defendants are directed to pay Rs.2,83,280/- along with interest at the rate of 11.45% per annum from the date of plaint till the date of decree and at the rate of 6% per annum from the date of decree till the date of realization.

Dictated to the Steno Typist directly and typed by her, corrected and pronounced by me in Open Court, on this the 30th day of March 2026.

Subordinate Judge,
Aruppukottai.

Witness on the side of the Plaintiff:-

P.W1 : Rajkumar, Chief Manager

Documents on the side of the Plaintiff:-

Ex.A.1.	---	Loan Application
Ex.A.2.	27.11.2013	Loan Sanction Memorandum
Ex.A.3.	27.11.2013	Education Loan Agreement
Ex.A.4.	---	Bonafide Certificate cum fees structure
Ex.A.5.	26.11.2016	Acknowledgement of Debt & Security
Ex.A.6.	25.11.2019	Acknowledgement of Debt & Security
Ex.A.7.	25.02.2022	Acknowledgement of Debt & Security
Ex.A.8.	27.09.2023	Acknowledgement of Debt & Security
Ex.A.9.	12.06.2025	Advocate Notice issued by Plaintiff Bank
Ex.A.10.	12.06.2025	Postal Receipts (2 Nos.)
Ex.A.11.	13.06.2025	Acknowledgement Cards (No.2)
Ex.A.12.	18.10.2025	Account Statement Copy

Witnesses and Documents on the side of the Defendants:- Nil.

Subordinate Judge,
Aruppukottai.

Sub-Court, Aruppukottai
O.S. No.10 of 2026
Fair / Draft Judgment.
Dated: 30.03.2026