


TNVR13000143 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.41 of 2026</u>
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Canara Bank, Pannaimoondradaippu
through its Branch Manager

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Plaintiff

/Vs/

1. Sree Vinayaga Micro Credit Group (JLG),
Chittalakundu, Virudhunagar
2. Sree Vinayaga Micro Credit Group (JLG),
through its Animator Lekkammal
3. Sree Vinayaga Micro Credit Group (JLG),
through its representative Arumugam
4. Adaikalam
5. Pothumponnu
6. Maruthayee

...

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.1,52,379/- with subsequent interest at 9.15% 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 have approached the plaintiff bank for Term loan (MCG Group

Loan) and made a loan application on 30.06.2022. After due negotiation and finalization of the terms and conditions of the loan, the plaintiff bank sanctioned the said loan to the maximum limit of Rs.2,00,000/- and paid through MCG Group loan account No.182000747080 and the rate of interest 9.15% p.a. The said loan sanctioned by the plaintiff bank on 30.06.2022. The defendants agreed to the terms and conditions and availed the loan on 30.06.2022 and the defendants executed Inter-se-agreement, articles of agreement for financing Micro Credit Group on 30.06.2022. The defendants agreed to repay the loan amount in equal monthly instalments of 9.15% interest p.a. The defendants also executed necessary loan documents.

As per the terms and conditions of the loan agreement defendants are disbursed with loan amount by the plaintiff. On the other hand the defendants have not chosen to perform their part of the agreement regarding the repayment of loan amount and that the defendants become chronic defaulter. As per the extract of accounts, a sum of Rs.1,52,379/- is found due as on 12.01.2026. The defendant was liable to pay the said sum with subsequent interest from 10.02.2026 onwards till realization. The defendants did not pay any amount when repeated demands and request by the plaintiff bank. Hence the suit is filed.

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 A9 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 have approached the plaintiff bank for Term loan (MCG Group Loan) and made a loan application on 30.06.2022. After due negotiation and finalization of the terms and conditions of the loan, the plaintiff bank sanctioned the said loan to the maximum limit of Rs.2,00,000/- and paid through MCG Group loan account No.182000747080 and the rate of interest 9.15% p.a. The said loan sanctioned by the

plaintiff bank on 30.06.2022. The defendants agreed to the terms and conditions and availed the loan on 30.06.2022 and the defendants executed Inter-se-agreement, articles of agreement for financing Micro Credit Group on 30.06.2022. The defendants agreed to repay the loan amount in equal monthly instalments of 9.15% interest p.a. The defendants also executed necessary loan documents.

As per the terms and conditions of the loan agreement defendants are disbursed with loan amount by the plaintiff. On the other hand the defendants have not chosen to perform their part of the agreement regarding the repayment of loan amount and that the defendants become chronic defaulter. As per the extract of accounts, a sum of Rs.1,52,379/- is found due as on 12.01.2026. The defendant was liable to pay the said sum with subsequent interest from 10.02.2026 onwards till realization. The defendants did not pay any amount when repeated demands and request by the plaintiff bank. Hence the suit is filed.

6. The Plaintiff has examined himself as P.W.1 and has marked Ex.A1 to A9. 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 Sree Vinayaga MCG(JLG) application copy as Ex.A.1. A perusal of the above would reveal the fact that the Defendants had applied for a loan of Rs.2,00,000/- on 30.06.2022 with Plaintiff Bank. Further, the defendants had executed Disbursement request format for loans is marked as Ex.A.2, Inter Se Agreement is marked as Ex.A.3, Articles of Agreement for financing Self Help Groups is marked as Ex.A.4, Letter evidencing execution of documents is marked as Ex.A.5, Certificate of loan papers obtained is marked as Ex.A.6, Specimen signature card is marked as Ex.A.7 and Acknowledgement of Debt & Security is marked as 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 agricultural purpose. The plaintiff has marked the Account Statement copy as Ex.A.9 and a go through of the above would reveal the fact that the

defendants had defaulted in payment of the loan and has not paid the loan amount. Further there is an outstanding of Rs.1,52,379/- to be paid by the defendants.

7. The plaintiff through Ex.A1 to A9 has put forth the fact that the defendants have availed the loan of Rs.2,00,000/- 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.1,52,379/- along with interest at the rate of 9.15% 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. 30.06.2022 Sree Vinayaga MCG (JLG) Application
- Ex.A.2. 30.06.2022 Disbursement Request Format for Loans
- Ex.A.3. 30.06.2022 Inter Se Agreement
- Ex.A.4. 30.06.2022 Articles of Agreement
- Ex.A.5. 30.06.2022 Letter Evidencing Execution of Documents
- Ex.A.6. 30.06.2022 Certificate of loan papers obtained

Ex.A.7. 30.06.2022 Specimen Signature Card for Borrowal Accounts

Ex.A.8. 30.05.2023 Acknowledgement of Debt & Security

Ex.A.9. 13.10.2025 Account statement copy

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

Subordinate Judge,
Aruppukottai.

Sub-Court, Aruppukottai
O.S. No. 41 of 2026
Fair / Draft Judgment.
Dated: 30.03.2026