TNVR230000142025

IN THE COURT OF THE SUBORDINATE JUDGE, RAJAPALAYAM.

PRESENT: THIRU.M.SHUNMUGAVELRAJ, B.A., B.L., L.L.M.,

SUBORDINATE JUDGE, RAJAPALAYAM.

THURSDAY THE 30th Day Of OCTOBER- 2025

O.S.No.87/2025

CNR No.TNVR230000142025

Union Bank of India,
Seithur Branch,
By its Branch Manager. . . . Plaintiff.

- Vs -

M.Balakrishnan . . . Defendant.

This suit was taken file on 07.03.2025 as O.S. 87/2025 this suit has came up before this court for final hearing on 30.10.2025, in the presence of Thiru.V.Jayaprakasam - Advocate for the plaintiff , and the defendant remained exparte, on hearing the argument of plaintiff's counsel, and upon perusing the case records and having stood over for consideration till this day, this court hereby delivered the following…

J U D G M E N T

1. Suit for recovery of Rs.1,17,958.81/- from the defendant together with interest at the rate of 9.60% per annum from the date of filing of the suit to the date of realization in full and other appropriate relief with cost.

2. Brief facts of the plaint averments :-

(i) The plaintiff submit that the defendant applied for Agricultural loan on 12.02.2019. The plaintiff sanctioned the loan amount of Rs.86,000/- on 26.02.2019. The defendant received the loan amount of Rs.86,000/-. Sanction letter on 26.02.2019. Demand promissory note on 26.02.2019. Simple loan agreement on 26.02.2019. Hypothecation agreement on 26.02.2019. Letter of continuity on 26.02.2019. Debit Balance confirmation on 31.10.2021. Composite debit balance confirmation on 03.05.2024 and Statements of accounts on 22.11.2024 in favour of the plaintiff.

3. After receiving the suit summons, the defendant failed to appear and contest the claim of plaintiff. Hence, the defendant was set exparte and exparte evidence was recorded. In support of the claim of plaintiff, one witness was examined and Nine documents were marked.

4. The learned counsel for plaintiff submitted that the plaintiff proved the suit claim through the oral testimony of PW1 i.e., the present manager of plaintiff bank and documentary evidence of Ex.A1 to Ex.A9i.e., loan application submitted by

the defendant on 12.02.2019. Sanction letter on 26.02.2019. Demand promissory note on 26.02.2019. Simple loan agreement on 26.02.2019. Hypothecation agreement on 26.02.2019. Letter of continuity on 26.02.2019. Debit Balance confirmation on 31.10.2021. Composite debit balance confirmation on 03.05.2024 and True copy of statement of accounts relating to the loan account of defendant. Therefore, he prays to decree the suit with cost.

5. On careful reading of the evidence of PW1 and in view of the contents of Ex.A1 to Ex.A9 i.e., loan application submitted by the defendant on 12.02.2019. Sanction letter on 26.02.2019. Demand promissory note on 26.02.2019. Simple loan agreement on 26.02.2019. Hypothecation agreement on 26.02.2019. Letter of continuity on 26.02.2019. Debit Balance confirmation on 31.10.2021. Composite debit balance confirmation on 03.05.2024 and True copy of statement of accounts relating to the loan account of defendant the plaintiff bank established that the defendant availed Agricultural loan from the plaintiff bank and agreed to repay the same with interest and failed to repay the said loan amount as agreed. Further, in view of Ex.A9 - true copy of statement of accounts relating to the suit loan account of defendant, the plaintiff established that,As on 03.05.2024, the outstanding amount due is Rs.1,11,394 /- and interest from 04.05.2024 to 10.12.2024 Rs.6,564.81/-. totally rounded of Rs.1,17,958.81/-. Hence, the plaintiff filed this suit.

6. In view of the above discussion, this court holds that the plaintiff is entitled for recovery of Rs.1,17,958.81/- from the defendant along with the agreed rate of interest

i.e., 9.60% per annum interest from the date of filing of suit till the date of payment or realization in full. Therefore, the suit is liable to be decreed with cost.

7. In result, the suit is decreed by directing the defendant to pay the plaintiff a sum of Rs.1,17,958.81/- along with interest at the rate of 9% per month from the date of suit till the date of decree and, further interest at the rate of 6% per annum from the date of decree till the date of payment or realization in full, along with the cost of suit.

Dictated to the Typist, directly typed by him in my laptop, printout taken, corrected and pronounced by me in open court dated this the 30th day of October, 2025.

SHUNMUGAVEL RAJ Digitally signed by SHUNMUGAVEL RAJ

Subordinate Judge,
Rajapalayam.

<u>Plaintiff side witnes</u> :-

1. PW1 - Thiru.Rajkumar. (Manager of plaintiff bank).

<u>Plaintiff side documents</u> :-

1. Ex.A.1 - Loan application submitted by defendant dated 12.02.2019.
2. Ex.A.2 - Sanction letter on 26.02.2019.
3. Ex.A.3 - Demand promissory note on 26.02.2019.
4. Ex.A.4 - Simple loan agreement on 26.02.2019.
5. Ex.A.5 - Hypothecation agreement on 26.02.2019.
6. Ex.A.6 - Letter of continuity on 26.02.2019.
7. Ex.A.7 - Debit Balance confirmation on 31.10.2021.
8. Ex.A.8 - Composite debit balance confirmation on 03.05.2024
9. Ex.A.9 - True copy of statement of accounts on 22.11.2024.

<u>Defendants side witness and documents :</u>- Nil

SHUNMUGAVEL RAJ Digitally signed by SHUNMUGAVEL RAJ

Subordinate Judge,
Rajapalayam.

Subordinate Court, Rajapalayam.