

IN THE COURT OF THE SUBORDINATE JUDGE, METTUR

Present: Thiru.R.Saravana Babu,B.A., L.L.B.,

Sub-Judge, Mettur

Monday, the 20th day of July 2026

O.S.No. 380 / 2023

CNR.No: TNSA16-000891-2023

Bank of Baroda,
(Previously Vijaya Bank)
P.N.Patty Branch,Rep by its Chief Manager

... Plaintiff

//Vs//

1. K. Subash
2. S. Kuppusamy

... Defendants

This suit is coming on 09.07.2026 before this Court for final hearing in the presence of Thiru. G. Arun, learned counsel for the plaintiff and the defendants called absent set exparte and upon hearing the plaintiff side arguments and on perusing the documents as well as the oral testimony and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

This suit is filed for seeking to directing the defendants to pay the suit amount of Rs.1,83,285.27/- together with interest thereon at the rate of 13.15% p.a. from the date of suit till date of realization and awarding cost of the suit.

2) The Brief facts of the plaint is as follows:-

1) The plaintiff's Bank was formerly known as Vijaya Bank, a Government of India undertaking which was amalgamated with Bank of Baroda as per the Government Policy and as per Central Government Gazette Notification dated 02.01.2019 issued by the Ministry of Finance, New Delhi. The plaintiff submits that the Educational loan by the defendants applied for loan and the plaintiff bank sanctioned a sum of Rs.2,88,000/- on 23.12.2016. The defendants have failed to repay the amount. The defendants committee default in repayment of the amount. Inspite of repeated demands made by the plaintiff bank

the defendant failed to repay the loan amount. Hence the plaintiff bank has been constrained to file the suit.

2) Now as per the accounts of the plaintiff bank, there is a sum of Rs.1,83,285.27/- due from the defendants as on 08.06.2023. The defendants are liable to pay the above said amount together with subsequent interest from the date of suit till date of payment at 13.15% p.a. inclusive of penal interest at the rate of 2% p.a.

3. The suit was taken on file and summon was sent to defendants. The defendants were called absent and set exparte on 23.04.2024.

4. The point for consideration is:

- (i) Whether the plaintiff is entitled to recover the suit amount ?
- (ii) To what other relief the plaintiff is entitled to ?

5. To substantiate the case the Plaintiff Bank Manager has been examined as PW1 and has produced the documents under Ex.A1 to Ex.A5. Since the defendants remained exparte. This Court has carefully considered the arguments of learned counsel for Plaintiff and has keenly perused the evidence adduced by Plaintiff.

6. Findings:

- (i) Whether the plaintiff is entitled to recover the suit amount ?

Pw1 has deposed the similar averments stated in the plaint. Exhibit A1 is the Articles of Agreement for Rs.2,88,000/- executed by defendants in favour of plaintiff.. Ex.A2 is the Letter of Acknowledgement of liability executed 2nd defendant in favour of plaintiff Ex. A3 is the Letter of Acknowledgement of debt executed by defendants in favour of plaintiff. Ex. A4 is the Statement of the account. Ex.A5 is the Authorisation Letter.

7. The defendants has remained exparte and the veracity of testimony of PW1 was not tested by way of cross examination and the documents relied by plaintiff were not disputed by defendants. If the defendants were really agrieved on the suit, he would have appeared before the court and have contested the case and put forth defence. In this circumstance, the plaintiff has proved the case by way of oral and documentary evidence, as such the plaintiff is entitled to recover the suit amount. The point is answered accordingly.

8. (ii) To what other relief the plaintiff is entitled to ?

Since the relief sought by the plaintiff is granted, the plaintiff is not entitled to any other relief. The point is answered accordingly.

9. In the result, in favour of Plaintiff bank, directing the defendants to pay the suit amount of Rs.1,83,285.27/- together with interest thereon at the rate of 9% per annum from the date of suit till date of decree along with interest at 6% per annum from the date of decree till the date of realization on the suit amount. The defendants is directed to pay the cost to plaintiff. The defendants shall bear his own cost.

Dictated to the typist directly and computerized by him, corrected and pronounced by me in the open court, this the 20th day of July 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W.1 : Riyaz G.R.

Plaintiff Side Exhibits:

Ex.A1	23.12.2016	Articles of Agreement for Rs.2,88,000/- executed by defendants in favour of plaintiff	Original
Ex.A2	05.11.2018	Letter of Acknowledgement of liability executed 2 nd defendant in favour of plaintiff	Original
Ex.A3	12.10.2021	Letter of Acknowledgement of debt executed by defendants in favour of plaintiff	Original
Ex.A4	-	Statement of the Accounts	True copy
Ex.A5	-	Authorization Letter	Office copy

Defendants side Witness and Exhibits: Nil

**Subordinate Judge,
Mettur.**