

IN THE COURT OF THE SUBORDINATE JUDGE, METTUR**Present: Thiru.R.Saravana Babu, B.A., L.L.B.,****Sub-Judge, Mettur****Monday, the 13th day of July 2026****O.S.No. 238/2023****CNR.No: TNSA16-000608-2023**

Canara Bank
Branch at Mettur,
Rep. By its Branch Manager

... Plaintiff

//Vs//

1. S. Monisha
2. P. Selvam

... Defendants

This suit is coming on 25.06.2026 before this Court for final hearing in the presence of Thiru. M. Periyasamy, learned counsel for the plaintiff and the defendants having remained 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 recovery of money and seeking to directing the defendants to pay the suit amount of Rs.3,14,989/- together with interest there on at the rate of 10.45% per annum from the date of suit till date of realization within such time that may be fixed by this Hon'ble Court and awarding the costs of the suit.

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

1) The plaintiff submits that the defendants have applied for Educational Loan and the plaintiff bank sanctioned a sum of Rs.1,85,800/-. The 1st defendant had availed the loan and it has been credited to the 1st defendant in the following manner of Rs.1,85,800/-, on 24.10.2014. The defendants have failed to repay the amount and defaulted. Inspite of

repeated demands made by the plaintiff bank the defendants 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.3,14,989/- due from the defendants as on 20.02.2023. The defendants are liable to pay the above said amount together with subsequent interest from the date of suit till date of payment at 10.45% p.a.

3. The suit was taken on file and summon was sent to defendants. The 1st and 2nd defendant were called absent and set exparte on 13.09.2023.

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.A9. 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 General Power of Attorney. Ex.A2 is the Application for Educational Loan given by the Defendant No.1 & 2. Ex.A3 is the Sanction Order. Ex.A4 is the Education Loan Agreement executed by the Defendant No.1 & 2. Ex.A5 is the Agreement (Between the Student and the Branch of the Bank) executed by the Defendant No. 1 & 2. Ex.A6, Ex.A7 are the Acknowledgment of Debt and security executed by the Defendant No. 1 & 2. Ex.A8 is the KYC Document. Ex.A9 is the Statement of the account.

7. The defendants have 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.3,14,989/- 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 are 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 13th day of July 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W.1 : Kalpana

Plaintiff Side Exhibits:

Ex.A1	23.10.2017	General Power of Attorney	Self Attested Copy
Ex.A2	24.10.2014	Application for Educational Loan given by the Defendant No. 1 & 2.	Original
Ex.A3	24.10.2014	Sanction Memorandum	Original
Ex.A4	24.10.2014	Education Loan Agreement executed by the Defendant No. 1 & 2.	Original
Ex.A5	24.10.2014	Agreement (Between the Student and the Branch of the Bank)executed by the Defendant No. 1 & 2.	Original
Ex.A6	26.02.2019	Acknowledgement of Debt and Security executed by the Defendant No. 1 & 2.	Original

Ex.A7	31.01.2022	Acknowledgement of Debt and Security executed by the Defendant No. 1 & 2	Original
Ex.A8	-	KYC Document	Original
Ex.A9	27.02.2023	Statement of the Account	True Copy

Defendants side Witness and Exhibits:Nil

**Subordinate Judge,
Mettur.**