IN THE COURT OF PRINCIPAL DISTRICT MUNSIF, MADURAI TOWN

Present: Tmt. **V. Bharatha Devi., M.L.,**
Principal District Munsif, Madurai Town
Monday, this the 19th day of June 2023

O.S. No. 21 of 2023

(CNR No.TNMD0A-000629-2022)

Canara Bank,
represented by its Senior Manager,
Mattuthavani Branch
Madurai District. … Plaintiff

/Versus/

P.Lakshmi ... Defendant

This suit has been heard in the presence of Mr.R.Ashokkumar, Advocate for the plaintiff and defendant appeared party in person but have not filed written statement and defendant was set as exparte on 30.03.2023 and exparte exquiry heard, having perused the entire records and evidence and this case having stood over for consideration till this day, this court delivered the following :

JUDGMENT

Suit for directing the defendant to pay a sum of Rs.73,002/- with subsequent accrued present interest thereon at the rate of 20.60% per annum from the date of plaint till payment in full or realization and for cost.

1) Brief averments in the Plaint as follows:

1.1. The plaintiff is a Nationalized Bank carrying on banking business having its Office at Jayachamarajendra Road, Bangalore and Branch running at Madurai Town. The defendant applied for business loan as per application from for loans to Micro and Small Enterprises dated 10.02.2017. The plaintiff's Bank sanctioned a loan of Rs.50,000/- on 10.02.2017 at interest at rate of 15.45%. The loan have to be repaid by the defendant in 36 monthly installments. Hence the loan became NPA. The Defendant did not properly remitted the installment and he is irregular in repayment of loan. The present rate of interest is 20.60%. The plaintiff demanded the defendant to repay the loan amount. But the defendant did not repaid the loan as per the terms and condition of the documents executed by him. As per the book of accounts of the plaintiff a sum of Rs.71,430/- is due with interest charged up to 22.04.2022 and a sum of Rs.1,572/- is due towards interest for the period from 23.04.2022 to 31.05.2022 and thus totaling a sum of Rs.73,002/- is due to the plaintiff. Due to Covid -19 the Hon'ble HighCourt by order in Suo moto writ(C) No.3/2020 limitation exempted from 15.03.2020 to 31.05.2022. Hence this suit.

2) In this case the defendant was set-exparte on 30.03.2023.

3). Exparte Evidence:

(i) On the side of the plaintiff's bank, One Tmt.Jeyachitra, Manager of the plaintiff's bank was examined as PW1 and proof affidavit filed in lieu of chief examination and marked Ex.A1 to Ex.A4.

4). Points For Determination:

(i) Whether the defendant is liable to pay a sum of Rs.73,002/- together with interest to the plaintiff's bank ?

5. In this case One Tmt.Jeyachitra, Manager of the plaintiff's bank was examined as PW1 and deposed the plaint averments. Ex.A1 to Ex.A4 marked on the side of plaintiff's bank. Ex.A1 is the Loan Application dated 10.02.2017 given by the defendant. On perusal of the Ex.A1, it shows that the defendant has approached the plaintiff bank for a loan of Rs.50,000/- through an application dated 10.02.2017. Ex.A2 is the loan sanction memorandum dated 10.02.2017. Ex.A3 is the take delivery letter to DPN dated 10.02.2017. Ex.A.4 is the Statement of Account of the defendant. On perusal of the Ex.A4, it shows that the defendant has to pay an outstanding along with the over due.

6. The summon issued to the defendant was served. The defendant appeared in person and failed to submit written statement. Hence, due to non appearance, she was set-exparte on 30.03.2023. The Ex.A1 to Ex.A4 clearly probalise the case of the plaintiff bank. The defendant who was having knowledge about this pending suit proceedings have failed to contest the same. The evidence adduced by the plaintiff bank was neither rebutted nor disproved on the side of the defendants. This court upon perusal of oral and documentary evidence produced by the plaintiff bank comes to the conclusion that the plaintiff bank has established its case. Hence, this court considered that the plaintiff bank is entitled for a decree for the suit claim in his favour. **In the result this suit is decreed as follows:-**

(1) The defendant is hereby directed to pay a sum of Rs.73,002 /- to the plaintiff's bank along with interest at the rate of 6% p.a from the date of this suit till the date of realization of entire amount.

(2) The defendant shall bear the cost of this suit to the plaintiff's bank.

This Judgment is dictated to the Steno typist, typed by her, corrected and pronounced by me in open court on this 19th day of June 2023.

Sd/ V. Bharatha Devi., M.L.,
Principal District Munsif,
Madurai Town.

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

PW1 –Tmt.Jeyachitra

<u>Plaintiff side documents</u>

Ex.A1	10.02.2017	Application form for loans to Micro and small Enterprises.	Original
Ex.A2	10.02.2017	Sanctioned Memorandum executed by the plaintiff bank	Original
EX.A3	10.02.2017	The defendant executed the Take Delivery Letter to DPN	Original
Ex.A4	-	Bank Account statement of 1st defendant.	True copy

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

Sd/ V. Bharatha Devi., M.L.,
Principal District Munsif,
Madurai Town.

//True copy//

Principal District Munsif,
Madurai Town.

Principal District Munsif Court,
Madurai Town.
O.S. No. 21 of 2023
Fair/Draft Judgment
Dated: 19.06.2023