

IN THE VI ASSISTANT CITY CIVIL COURT, CHENNAI**Present : Thiru.D.Mohankumar, B.Com., M.L.,****VI Assistant Judge****Monday, the 06th day of July, 2026****O.S.No.4133 of 2024****CNR.No.TNCH01- 021029-2024**

M/s.ICICI Bank Ltd,
Represented by its Authorized Signatory

... Plaintiff

Vs

Vignesh M

... Defendant

This suit came up before this court for final hearing on 03.07.2026 in the presence of M/s.Kvp Deepak Raj, C.A.Renuka Parameshwari, R.Vignesh counsel for the plaintiff and the defendant was called absent and set exparte and after hearing the arguments on the side of the plaintiff and upon perusing the available documents and this case having stood over for consideration till this day and this court delivered the following:

JUDGMENT

This suit has been filed by the plaintiff under Order VII Rule 1 of C.P.C., for the relief of recovery of money directing the defendant to pay the plaintiff a sum of Rs.7,92,210/- together with interest thereon at 12.05% p.a calculated at monthly rests along with penal interest at the rate of 24% per annum from the date of this suit till date of realization of the entire amount.

01. BRIEF AVERMENTS OF THE PLAINT:

The plaintiff sanctioned the loan amount for a sum of Rs.7,00,000/- vide loan account No.LPCHE00047219946 to the defendant. The defendant agreed to repay

the same in 60 equated monthly instalments of Rs.15,650/- with interest at the rate of 12.05% per annum. The defendant was very irregular in repayment of monthly installments. Therefore, the plaintiff caused legal notice on 12.01.2024 calling upon the defendant to pay the amount due under the loan account. In spite of the said notice, the defendant deliberately failed to repay the loan amount. The defendant is liable to pay a sum of Rs.7,92,210/- together with interest. Hence, this suit.

02. POINTS FOR DETERMINATION:

Whether the plaintiff is entitled for the relief of recovery of money?

03. Even after received the summon, the defendant failed to appear before the court and the defendant being called absent and was set exparte.

04. The plaintiff in order to prove the case, has examined the Authorized Signatory of the plaintiff company as PW1 and through him Ex.A1 to Ex.A5 were marked. Ex.A1 is the Loan application dated 12.01.2023, Ex.A2 is the Credit facility application form dated 25.01.2023, Ex.A3 is the Key fact statement and most important information signed by the plaintiff dated 25.01.2023, Ex.A4 is the Loan recall notice dated 23.06.2024, Ex.A5 statement of account.

05. The careful reading of the plaint averments, oral evidence of PW1 and the documentary evidence of Ex.A1 to Ex.A5, would aid to know that the defendant borrowed loan from the plaintiff bank and executed loan security documents in favour of the plaintiff bank and also agreed to repay the loan amount with interest. After availing the loan amount, the defendant had paid only few installments, thereafter, the defendant is failed and neglected to pay the loan amount with interest.

Upon perusing the statement of accounts, which is marked as Ex.A5, the defendant is liable to pay a sum of Rs.7,92,210/- to the plaintiff bank.

06. The plaintiff has proved their case by way of both oral and documentary evidences. The defendant has not come forwarded even to dispute the claim of the plaintiff in the suit. In the above circumstances, this court is of the view that the plaintiff is entitled for a sum of Rs.7,92,210/- along with interest at the rate of 9% per annum on the principal amount of Rs.7,00,000/- from the date of plaint till the date of decree and thereafter interest at the rate of 6% per annum on the principal amount of Rs.7,00,000/- from the date of decree till the date of realization.

In the result, the suit is decreed with costs and the defendant is liable to pay the plaintiff a sum of Rs.7,92,210/- along with interest at the rate of 9% per annum on the principal amount of Rs.7,00,000/- from the date of plaint till the date of decree and thereafter interest at the rate of 6% per annum on the principal amount of Rs.7,00,000/- from the date of decree till the date of realization.

Directly dictated by me to the Steno-Typist, transcribed and printed out by her, then corrected and pronounced by me in open court, this the 06th day of July, 2026.

**VI Assistant Judge,
City Civil Court, Chennai.**

01. LIST OF PLAINTIFF SIDE WITNESS:

PW1 – Bandaru Sreenivasulu

02. LIST OF PLAINTIFF SIDE EXHIBITS:

S.No	Date	List of Documents
Ex.A1	12.01.2023	Loan application (True copy)
Ex.A2	25.01.2023	Credit Facility Application Form (Original)
Ex.A3	25.01.2023	Key Fact statement and most important information signed by the plaintiff (Original)
Ex.A4	23.06.2024	Loan Recall notice (True copy)
Ex.A5	-	Statement of account (True extract)

03. LIST OF DEFENDANT SIDE WITNESS AND EXHIBITS : NIL

**VI Assistant Judge,
City Civil Court, Chennai.**

Draft/Fair Judgment

in

O.S.No.4133 of 2024

Dated:06.07.2026.

VI Assistant Court