IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF, TIRUVALLUR

Present : Tmt. G. PRIYA, B.A., M.L.,
Principal District Munsif
Tiruvallur

Saturday, the 3rd day of June 2023

O.S.No.13 of 2023
(Suit filed under Order VII Rule 1 of CPC)
(CNR No.TNTR1E-000300-2022)

UCO Bank,
Velliyur Branch
Represented by its Senior Manager . . . Plaintiff

/Vs/

M. Sulochana . . . Defendant

This suit coming on 24.04.2023 for final hearing before me in the presence of M/s. K.V. Srinivasan, S. Ramesh, S. Suresh, S. Sushil Kumar, Counsels for the plaintiff, and defendant called absent, set exparte, and upon perusing the case records and arguments, and having stood over for consideration till this day, and this court delivered the following

J U D G M E N T

Suit for recovery of money directing the defendant to pay to the plaintiff a sum of Rs.67,421/- together with interest thereon at 8.60% per annum, calculated at monthly rests from the date of this suit till the date of realization of the entire amount, and for costs of this suit.

2. Gist of averment in plaint :-

The defendant had approached the plaintiff bank and requested to grant a Dairy Loan for a sum of Rs.1,49,212/- and executed a pro note for the above said amount. Subsequently letter of conformation was executed in favour of the plaintiff for receiving the said loan amount and for executing the pronote to make repayment with interest at the rate of 8.60%. The defendant had executed an agreement on 17.2.2018 for the term loan. The defendant had made payment on various dates from 4.6.2018 to 22.4.2021. The defendant was very irregular in the payment of monthly and consequently, the loan account became irregular. In spite of repeated requests and demands, the defendant had failed and neglected to pay the amount due under the loan account. Therefore, the plaintiff had caused a notice dated 18.6.2021 calling upon the defendant, to pay the amount due under the loan account. The notice dated 18.6.2021 was received by the defendant. In spite of receiving the said notice, the defendant deliberately failed to repay the loan amount. The liability under the loan account as on 22.4.2021 is Rs.67,421/-. The defendant is liable to pay the said sum together with further interest thereon from the date of this suit at the rate of 8.75% per annum. The defendant had made his last payment on 22.4.2021, and hence the above suit is filed well within the period of limitation. The defendant is liable to pay interest at the rate agreed by her during the pendency of the proceedings, and till the date of recovery of the entire amount. Hence, this suit for recovery of money from the defendant.

3. The suit is filed under Order VII Rule 1 of CPC, hence the suit was numbered and summons sent to the Defendant was served to the Defendant upon which the Defendant as he was absent was set exparte on 20.02.2023, hence the suit was posted for Judgment.

4. Points for consideration :-

Whether the plaintiff can entitle recovery of money from the defendant for a sum of Rs.67,421/- with interests, as prayed for ?

5. Points :-

Heard learned counsel for plaintiff. Upon perusal of the Plaint and exhibits, it is observed that, the PW1 was authorized to give evidence by way of loan application marked as Ex.A1. On 17.2.2018, the defendant had applied for Dairy Loan, and the loan was sanctioned under Sanction Letter marked as Ex.A2. The defendant had executed a Promissory Note on 17.02.2018 marked as Ex.A3. Conformation letter is marked as Ex.A4. The defendant had entered into an Agreement relating to Term Loan, the Agreement is marked as Ex.A5. The Hypothecation-cum-Agreement is marked as Ex.A6. The plaintiff has issued Legal Notice to the defendant dated 18.6.2021, and the legal notice is marked as Ex.A7. The statement of account of the defendant's Loan Account is marked as Ex.A8. Relying upon the above evidences, the plaintiff prayed for recovery of money from the defendant.

6. On considering pleading and evidences, it is observed that, the defendant had applied for Term Loan for purchase of Milk Animal 17.2.2018 by submitting her Loan Application, for a sum of Rs.1,49,212/-. The required loan was sanctioned on 17.2.2018, and the defendant had submitted a Promissory Note dated 17.2.2018 thereby agreeing to repay the plaintiff, the said loan amount of Rs.1,49,212/- with interest at the rate of 8.60% per annum. Further, it is also observed that, defendant had executed a Deed of Hypothecation-cum-Agreement for Agriculture Loans on 17.2.2018 for an amount of Rs.1,49,212/- . But, the defendant had not repaid the said loan amount as per the prescribed time. In spite of repeated requests and demands by the plaintiff, the defendant had neglected to repay the said loan amount. Therefore, the plaintiff issued Legal Notice on 18.6.2021 to the defendant, the defendant received the said Legal Notice, and did not respond to the said Legal Notice, and the same is proved by Ex.A6 to Ex.A8.

7. The above observation clearly establishes that, the defendant had borrowed Term Loan of Rs.1,49,212/- from the plaintiff for purchasing Milk Animal on 17.2.2018 agreeing to repay interest at the rate of 8.60%, and had made some payments, and had failed to make payments from 22.04.2021, hence the liability under the loan account 22.4.2021 is Rs.59,886/-. Therefore, the plaintiff has right to claim such amount with interest.

8. It is also observed that, in the suit Plaint, the plaintiff has stated that, the defendant has made his last payment on 22.04.2021, and also as per Statement of Account under document Ex.A8, pertaining to the Defendant's Loan, it is specified that, as on

22.4.2021, an amount of Rs.59,886/- is due from the defendant. As per loan agreement, Ex.A5, the rate of agreed interest is 8.60% per annum.

9. Further, it is also observed that, for the outstanding amount of Rs.59,886/-, from 22.4.2021 the interest @ 8.60 % and net amount payable is Rs.67,421/- only. Therefore, this court comes to the conclusion that, an amount of Rs.67,421/- along with 8.60 % interest is payable by the defendant, to the plaintiff. Hence this court is of considered view that, the plaintiff is entitled for the money claim for a sum of Rs.67,421/- along with interest.

In the result, this suit is decreed, directing the defendant to pay a sum of Rs.67,421/- with interest @ 8.60% per annum, from the date of suit to till this date, and 6% interest from the date of decree, to till the realization of such amount to the plaintiff, with costs.

Dictated to Steno Typist, and computerized by him directly, corrected and pronounced by me in open Court, this the 3rd day of June 2023.

Sd/- G. Priya
Principal District Munsif
Tiruvallur

List of Plaintiff side witness:-

PW1 : R. Suresh Kumar

List of Plaintiff side documents :-

Ex.A1	–	Loan Application (Original)
Ex.A2	17.02.18	Sanction Letter – original
Ex.A3	17.02.18	Promissory Note - original
Ex.A4	17.02.18	Conformation letter – original
Ex.A5	–	Agreement - original

Ex.A6	–	Hypothecation cum agreement – original
Ex.A7	18.06.21	Legal Notice
Ex.A8	–	Statement of Account

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