

IN THE COURT OF PRINCIPAL DISTRICT MUNSIF, CUDDALORE

Present: Thiru. Jaikumar, M.A., B.L.,
Principal District Munsif, Cuddalore.

Monday, the 11th day of June, 2018

O.S.No.01/2018

Between

State Bank of India,
O.T. Branch,
Rep. by its Branch Manager

- Plaintiff

And

1. Kasthuribai SHG Rep.by K.Vasantha

2. G.Malathi

- Defendants

Counsels on Record :-

For plaintiff :- Mr. S. Sacithanantham

Defendants 1 and 2 :- *Ex parte*

This suit came before this court on 08.06.2018 for final hearing. Defendants remained *ex parte*. Upon perusal of records and having stood over for consideration till this day, this court delivers the following:-

JUDGMENT

Suit is one for recovery of a sum of Rs.31,928/- with subsequent interest at the rate of 12% p.a from the date of plaint and for costs.

2. Gist of Plaint:

a) The Branch Manager of State Bank of India, Branch Office at Cuddalore O.T, Cuddalore T.K. is authorized to sue on behalf of the plaintiff bank. The defendants had approached the plaintiff for a loan of Rs.31,928/-. The plaintiff bank has sanctioned the loan of Rs.58,000/- by its sanction order dated 31.03.2003 to the defendants' self help group which consists of 20 members represented by the defendants.

b) The defendants are nor regular in repayment of the above said loan. The defendants failed to repay the dues promptly and hence the loan became NPA. Since the defendants failed to clear the above said loan dues in spite of

the plaintiff's repeated demands the plaintiff bank sent several notices to the defendants. Having received the notice the defendants neither replied nor cleared the dues. Hence, the suit for recovery of the loan dues from the defendant. The defendants are not entitled to claim the benefits of any debt relief acts and hence interest is claimed as per contract rate.

c) As on 30.09.2017 the due payable by the defendants to the plaintiff bank is Rs.31,928/- with interest from date of plaint at the rate of interest 12% p.a. till the date of payment.

3. Point for consideration is whether the relief sought for can be granted or not.

4. Plaintiff Bank's Field Officer was examined as PW1 and Ex A1 to Ex A7 were marked on the side of plaintiff. Defendants remained *ex parte*.

5. Records were perused. Ex.A2, the Articles of Agreement for financing self help groups proves that the defendants' Self Help Group was allotted with a loan of Rs.58,000/- on 31.03.2003. Ex.A1, deed of General Power of Attorney and agreement proves that the members have given power to defendants the same. Ex.A3, Ex.A4, Ex.A5 and Ex.A6, revival letters save the limitation. Ex.A7, the statement of account proves that as on 30.09.2017 an amount of Rs.31,928/- is to be paid by the defendants Self Help Group. The defendants 1 and 2 remained *ex parte*. They have obtained loan in the name of Self Help Group agreeing to repay the same with interest. So, they are bound to repay the same.

Apart from the above documents, the plaintiff Bank's Field Officer

examined herself as PW1 and deposed in support of the case. Defendants remained ex parte which makes the court believe that they have no case to contest against the case of plaintiff. Therefore, the suit is decreed as follows:-

- i. the defendants are directed to pay Rs.31,928/- to the plaintiff.
- ii. the defendants are directed to pay interest @ 12% per annum for the principal amount of Rs.58,000/- from date of suit till this date.
- iii. the defendants are directed to pay interest @ 6% per annum for the principal amount from the date of decree till realization.
- iv. the defendants are directed to pay the costs of the suit.
- v. all the moneys stated above are to be paid within 3 months.

Dictated to Steno Typist, transcribed and printed out by her and corrected and pronounced by me in open court, on this day, the 11th day of June, 2018.

Principal District Munsif,
Cuddalore.

Plaintiff side:

P.W.1 - Tmt. Rajmohan - Plaintiff Bank's Field Officer

Defendants side: Nil

Plaintiff side:

Ex.A1 31.03.2003

Ex.A2 31.03.2003

Ex.A3 27.03.2006

Ex.A4 25.03.2009

Ex.A5 20.03.2012

Ex.A6 15.03.2015

Ex.A7 -

List of documents:

General Power of Attorney and Agreement

Articles of Agreement for Financing Self Help Groups

Revival Letter

Revival Letter

Revival Letter

Revival Letter

Statement of Account

Defendants side: Nil

Principal District Munsif,
Cuddalore.