

GJVD170008442025



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DECIDED ON : 06-04-2026

DURATION : 00-05-28

YY-MM-DD

**IN THE COURT OF JUDGE
SMALL CAUSE COURT AT VADODARA**

SMST-R No.419/2025

Exh. 19

PLAINTIFF:

Bank of Baroda.

SSI Por branch.

Through its branch Manager,

Mr.Amit Tiwary.

Gayatri Shopping Center, Por.

District : Vadodara. 391243.

Versus

DEFENDANT:

Parmar Vaishaliben.

Aged : Adult, Occupation : Service.

Address at:Block No.4/32, BSUP Aavas.

Nr.Tarsali Bypass.

Vadodara-390009.

Parmar Vaishaliben.

C/o.Mudrika Ceramics(i) ltd.

Alternative address : 15 A Roopal Society,

Nr. Radio Station, Makarpura Road.

Vadodara.

Advocate:

Mr. S.R.Menon, Ld. Advocate for plaintiff.

None remained present on behalf of defendant.

SUIT FOR RECOVERY OF Rs. 1,12,267.35/-
UNDER ORDER-37 OF THE CIVIL PROCEDURE CODE

:: J U D G M E N T ::

1. The brief facts of plaintiff's case are as under:

That the Plaintiff is nationalized bank having its branches all over India including one at SSI branch Gayatri Shopping Center, Por. Mr.Amit Tiwary, authorised officer of the Plaintiff Bank, being fully conversant with the facts and circumstances of the present case, has duly verified and instituted the plaint. The Plaintiff Bank, being one of the leading banks in India, provides various financial facilities such as agricultural loan, cattle loans, home loans, term loans, pension personal loan, cash credit loans/OD Facility, personal loan, equipment loans, vehicle loan and gold loans, business loans etc.

1.1. Defendant is borrower of the plaintiff bank by virtue of availing over Personal Loan-Term Loan from the plaintiff bank. Defendant approached to plaintiff bank to obtain Baroda Personal Loan on 10/03/2023 for Rs.1,50,000/-. After completion of due diligence, the Plaintiff sanctioned Baroda Personal Loan of Rs.1,50,000/- at the rate of 14% per annum vide Loan account No.11400600019376. The defendant

executed all necessary documents on 10/3/2023, including Attestation memo, Demand Promissory note dtd.10/3/2023, Letter of installments, LDOC-57. Loan agreement dtd.10/3/2023, thereby accepting all terms and conditions of the loan, and the contractual relationship between the parties came into force. After availing and utilizing the loan amount, the defendant became irregular in repayment, resulting in the loan account being classified as NPA on 8/6/2025. Despite repeated requests by the Bank and issuance of notices by the Plaintiff Bank/Advocate to regularize the loan account, the defendant neither complied nor replied, thereby confirming her intention not to repay the outstanding dues. The defendant has failed to pay the outstanding amount of Rs.1,12,267.35/- (Rupees One lac twelve thousand two hundred sixty seven and thirty five paise only), which is recoverable under the written agreements executed between the parties. Therefore the present suit is filed within the limitation period of three years. Hence, the present Summary Suit is filed under Order XXXVII of the Code of Civil Procedure, 1908, for recovery of Rs.1,12,267.35/- (Rupees One lac twelve thousand two hundred sixty seven and thirty five paise only) along with interest at 14% per annum from the date of institution of the suit until realization.

2. The present suit is filed under Order 37 of CPC on 09/10/2025 for the recovery of the suit amount. The

summons for appearance issued upon defendant which was returned unserved. Thereafter, the notice was published in daily newspaper 'Divya Bhaskar', dtd.14/12/2025, the same was placed on record vide list at Exh.7. However, the defendant didn't remain present before the court nor replied the same and thereby failed to defend and contest the suit. The defendant has failed to appear as contemplated under **Sub-Rule 3 of Rule 2 of Order 37 CPC** which provides that-

“The defendant shall not defend the suit referred to in sub-rule (1) unless he enters an appearance and in default of his entering an appearance the allegations in plaint shall be deemed to be admitted and the plaintiff shall be entitled to a decree for any sum, not exceeding the sum mentioned in the summons, together with interest at the rate specified, if any up to the date of the decree and such sum for costs as may be determined by the High Court from time to time by rules made in that behalf and such decree may be executed forthwith.”

The above legal position is squarely applicable to the facts of the present case.

3. In support of facts of present suit, plaintiff has relied upon and produced list of documents vide Exh. 4 consists of Exhs. 10 to 17 wherein Exh.10 is Loan Application Form, dtd.10/3/2023. Exh.11 is sanction letter dtd.10/3/2023. Exh.12 is Attestation memo dtd.10/3/2023. Exh.13 is demand Promissory note dtd.10/3/2023. Exh.14 is Letter of installment with acceleration clause dtd.10/3/2023. Exh.15 is declaration cum undertaking authority dtd. 10/3/2023. Letter of acknowledgment of debt is produced at Exh.16. Statement

of account is produced vide Exh.17. All the documents are original and are produced by the proper custody of the plaintiff. But defendant did not come to rebut the allegations made against her. Thereafter, the plaintiff has filed closing pursuant vide Exh.18 in the present suit.

4. As per Para 17 & 18 of the plaint, the cause of action for filing the present suit has arisen within the jurisdiction of this Court.
5. Thus, having regard to the facts & circumstances of the case as discussed hereinabove, the defendant has been served through summons but failed to appear and defend the present suit. As the defendant has not defended the suit, the allegations made in the plaint are, as per the provision stated hereinabove, deemed to be admitted and the plaintiff is entitled to decree for the sum mentioned in the summons. As far as rate of interest is concerned, looking to the sanction letter produced vide Exh.11 and Demand promissory note vide Ex.13, wherein it is specifically mentioned the rate of interest is 14% per annum is chargeable and the same would be seems just and proper, accordingly, I pass the following order.

:: ORDER ::

- The plaintiff's suit bearing Summary Suit No.419/2025 stands decreed.

- The plaintiff is entitled to recover amount of Rs.1,12,267.35/- from defendant with @14% interest per annum from the date of filing of the suit till realization of entire decretal amount.
- The defendant to bear his own cost and shall pay the cost of this litigation to the plaintiff.
- Decree to be drawn up accordingly.

Signed and pronounced in the open Court today on this **06th day of April, 2026.**

Date : 06/04/2026
Vadodara

(Hiren Jasvantray Thaker)
Judge, Small Causes Court, Vadodara
[Code No. GJ00940]

S.B.Shah(Steno)