IN THE COURT OF HON'BLE PRINCIPAL SENIOR CIVIL JUDGE, PATAN.

ORDER BELOW EXH.1 IN

SUMMARY SUIT – REGULAR NO.03 OF 2021

Appearance:

Mr. M.A.Shah,	Learned Advocate for the plaintiff.
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O R D E R

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

The plaintiff is registered bank and defendants approach the plaintiff bank and submitted application form to the plaintiff bank along with required details as well as relevant papers and requested plaintiff banks to provide financial facility. After processing the application and completion of formalities, Loan Agreement and Letter of Hypothecation Agreement came to be executed between the plaintiff and defendants and the defendants availed Loan Facility of Rs.1,20,000/- with interest as per the agreed terms and conditions of agreements. As per the aforesaid Loan agreement defendants are duty bound to make timely payment on amount along with

applicable interest. As per terms and conditions of sanction letter Defendants agreed to pay present applicable interest rate at 10.70%. The defendants failed and neglected to make payable amount as per agreed terms and conditions and as a result of which huge amount remained due and payable by the defendants to the plaintiff. Hence, plaintiff bank has sent demand notice dated 22/02/2021 to the defendants and calling upon the defendants to pay Rs.1,21,330/- towards the outstanding amount within 07 days from the receipt of the said notice. However defendants have failed and neglected to make payment. Therefore, the plaintiff has filed the present suit against the defendants and prayed relief as per para-19 of the plaint.

2. Summons of the suit have been served to the defendants but the defendants have not filed any appearance in the court.

3. Thereafter, the plaintiff has filed an application vide Exh.08 to get exparte decree against the defendants. Moreover, the plaintiff has produced documentary evidence vide Mark-4/1 to Mark-4/10. Looking to these documentary evidence produced by the plaintiff and looking to the record of the case, it reveals that the defendants had availed Loan facility of Rs.1,20,000/- with

interest as per the agreed terms and conditions of Loan agreement. Further, the defendants have not appeared inspite of service of summons. Therefore, the plaintiff is entitled to get decree against the defendants under Order-37 Rule-2 Sub-rule-3 of C.P.C. Further, looking to Mark-4/1 to Mark-4/10 produced by the plaintiff, it reveals that the defendants have availed Loan facility of Rs.1,20,000/- with interest as per the agreed terms and conditions of facility agreement and it reveals from the record that the defendants have failed and neglected to make payment as per the terms and conditions of Loan agreement. In the present case, the plaintiff has claimed amount of Rs.1,21,330/- with interest at the rate of 10.70% accrued interest and 2% penalty interest. But looking to the provisions of Civil Procedure Code, prevailing interest rate of reserve bank is 9% p.a. Therefore, in the interest of justice, it is just and proper to pass order of 9% p.a. on outstanding amount of Rs.1,21,330/- from date of suit till the amount of is realized. Hence in view of my above discussion, I pass following order:-

<u>O R D E R</u>

1. **The plaintiff's suit is hereby granted.**
2. **The defendants are hereby directed to pay sum of Rs.1,21,330/- to the plaintiff with interest rate at 9% p.a. from the date of suit i.e. 24.03.2021 till the realization of due amount.**

3. **The defendants shall pay the cost of the suit to the plaintiff and bear their own cost.**
4. **Decree be drawn accordingly.**

Pronounced in the open Court today i.e. 08th day of February, 2023.

(Shahidmahamad Valibhai Mansuri)
Code No.GJ00700
Principal Senior Civil Judge,
Patan.

M.v.solanki.