GJGN050032652025	सत्यमेव जयते				
		Received on	24	06	2025
		Registered on	24	06	2025
		Decided on	30	07	2026
		Duration	**Y**	**M**	**D**
			01	**01**	**06**

Exh. No :- ______

IN THE COURT OF 2nd ADDITIONAL CIVIL JUDGE, KALOL, DIST : GANDHINAGAR

Regular Civil Suit No.126 of 2025

Plaintiff :

State Bank of India, Kalol Main Branch
Through Chief Manager,
Address : Platinum Plaza, Navjivan Mill Compound,
Tal.Kalol, Dist.Gandhinagar

Versus

Defendants:

(1) Shri Ganesh Selection
Residing at : 49, Nr.ST Bus Station,
Navjivan Road, Kalol, Dist.Gandhinagar-382721

(2) Kaileshkumar Kaluram Parmar
Residing at : Mangalmurti Apartment,
Nr. Taluka Police Station, Kalol, Dist.Gandhinagar

Subject : **Suit for recovery of outstanding amount of Rs.3,18,568/-**

APPEARANCE :
Mr. P.B.Kapadiya : Ld. Advocate for the Plaintiff
None : Ld. Advocate for the defendants

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

(1) The present suit has been filed by the plaintiff for recovery of outstanding amount of **Rs.3,18,568/-** along with interest from the defendants.

(2) The facts pertinent to the present suit are as under;-

The plaintiff, State Bank of India is a bank registered under the Banking Regulation Act, with its head office at Mumbai and one of its branches is located at Mouje Kalol, Tal.Kalol, Dist.Gandhinagar. The plaintiff-bank is engaged in the business of banking and lending. The defendants approached State Bank of India seeking financial assistance under the PMMY for their retail ready made Garments trading business. Upon considering the defendants' application, the Plaintiff-Bank sanctioned a Cash Credit facility of **Rs.3,25,000/-** on 24.07.2023. Pursuant to the sanction of the said facility, the defendant executed all requisite loan documents, agreement and other security documents and other necessary legal formalities in favour of plaintiff-bank on 24.07.2023, thereby agreeing to abide by all the terms and conditions governing the loan. Upon completion of all legal formalities, the sanctioned loan amount was duly disbursed to the defendants. The loan carried interest at the rate of 12.40% per annum, or such revised rate as may be prescribed by the Plaintiff Bank from time to time in accordance with the guidelines of the Reserve Bank of India. The facility was renewable annually, and the Defendant was liable to repay the loan together with interest and other charges as per the terms of and condition of the loan documents. The Plaintiff Bank has maintained a regular loan account in the name of the defendants, bearing Loan Account No. 61328133832, in the ordinary course of banking business. As per the executed loan documents, the Defendant is legally liable to repay the outstanding dues together with applicable interest and other charges to the Plaintiff Bank.

After disbursement of the loan, the Defendant failed to repay the outstanding dues in accordance with the terms and conditions of the loan agreement. Despite repeated demands and reminders issued by the Plaintiff Bank, As the Defendant committed persistent default, the Plaintiff Bank repeatedly demanded payment of the outstanding dues however, the defendant failed to comply with the demands and did not make any sincere effort to repay the loan. The Defendant has committed a breach of the terms and conditions of the loan documents executed in favour of the Plaintiff Bank. Thereafter, the Plaintiff Bank issued a legal demand notice dated 20.01.2023 calling upon the

Defendant to pay the outstanding dues failing which appropriate legal proceedings would be initiated. However, despite service of the notices, the Defendant neither appeared nor discharged the outstanding liability. As on the date of filing of the suit, a sum of Rs.3,18,568/- is due and payable by the Defendant to the Plaintiff Bank, together with further interest, penal interest, and other applicable charges until realisation. Hence, the plaintiff bank has filed the present suit for recovery of the said amount.

(3) After filing of this suit, summons were issued to the defendants and it was duly served vide Exh-5 & 6 to the defendants. Despite due service of summons, defendants failed to appear before this Court. Therefore, this Court has ordered to proceed Ex-parte against the defendants by passing order below application filed by the plaintiff vide Exh-7.

(4) Plaintiff has produced following oral evidence as well as documentary evidence.

ORAL EVIDENCE :-

Sr. No.	Particulars	Exh.
1.	Examination-in-Chief on affidavit of Mr. Manojkumar Saini, Branch Manager, State Bank of India, Kalol Branch	09

DOCUMENTARY EVIDENCE :-

Sr. No.	Particulars	Exh.
1.	Original letter of arrangement on 25.05.2023	12
2.	Legal Notice dated 20.01.2025	13
3.	Certified copy of account statement of defendant maintained by the plaintiff bank	14

After production of documentary evidence, the plaintiff has submitted a closing purshish vide Exh-15.

(5) Under the circumstance following issues at Exh-8 framed for the determination of this suit:-

:ISSUES:

1. Whether the plaintiff Bank proves that the plaint has been signed and verified by the authorised person of the plaintiff Bank?
2. Whether the plaintiff bank proves that the defendants have obtained a loan from the Bank and they have also executed the documents in favour of the plaintiff Bank as alleged?
3. Whether the plaintiff bank proves that they are entitled to recover Rs.3,18,568/- from the defendants?
4. Whether the plaintiff bank proves that the defendants have duly acknowledged the debt within the time prescribed by the law of limitation?
5. Whether the plaintiff bank is entitled to get interest? If yes, at what rate?

6. Whether the plaintiff bank is entitled to get reliefs as prayed for?
7. What order and decree?

(6) My findings are as under :-

1. In Affirmative.
2. In Affirmative.
3. In Partly Affirmative.
4. In Affirmative.
5. yes, at the rate of 6%
6. In Partly Affirmative.
7. As per final Order.

(7) Reasons for deciding issue no.1 to 6 are as under:-

Now, considering the entire evidence tendered by the plaintiff on record, the plaintiff-bank has produced the documentary evidences vide Exh-12 to 14. The plaintiff Bank has proved that the plaint has been signed and verified by the authorized person of the plaintiff bank. The defendants had applied loan for the purpose of financial assistance and sanctioned a Cash Credit facility of Rs.3,25,000. The defendants executed the necessary loan documents and a loan account was opened and maintained by the plaintiff Bank. The plaintiff Bank has established that the defendants failed to repay the loan amount along with interest as agreed and committed default in maintaining regular repayment of the loan dues. However, the bank Statement of defendant produced vide Exh-14 along with other documentary evidences on record, clearly establishes that a sum of **Rs.2,54,106/-** was due and payable by the defendant as on the date of filing of the suit and not the amount mentioned in the plaint i.e. Rs.3,18,568/-. Thus, the plaintiff bank is only entitled to recover a sum of **Rs.2,54,106/-** from the defendants.

Therefore, there is no reason to disbelieve the evidences produced by the plaintiff. It is appears that by producing oral and documentary evidences of the plaintiff has **partly succeeded** in proving the issues in its favour.

Furthermore, this court has carefully considered the entire oral and documentary evidence on record. The plaintiff's case is supported by reliable documentary evidence, whereas the defendants have failed to produced any cogent oral and documentary evidence in rebuttal. Therefore there is no reason to disbelieve the plaintiff's case. Accordingly, this Court holds that the plaintiff is entitled to recover the sum of **Rs.2,54,106/-** from the defendants in accordance with law.

furthermore, the plaintiff has claimed interest as per the norms of the bank. However, this court humbly believes that the the plaintiff is entitled to claim interest only on the principal outstanding amount of **Rs.2,54,106/-** and not on accrued interest & other expenses charges amount. On perusal of entire record, it transpires that there is no specific agreement of interest between the plaintiff and the defendants. The plaintiff side has submitted letter of arrangement i.e Ex-12. But, this document could not be considered as an agreement of interest stipulating the rate of interest between the parties. In the absence of any contractual, rate of interest, this Court is empowered under Section 34 of C.P.C., to award reasonable interest. Accordingly, this Court considers and proper to award interest at the rate of 6% percent per annum on the principal amount of **Rs.2,54,106/-** from the date of filing of the suit until realization. Thus, considering in the light of Sec.34 of C.P.C. rate of interest i.e. 6 % per annum may be granted from filling of the suit. Therefore, as per the above findings, the issue no.1 to 6 are answered accordingly.

(8) As per above findings on the issue no.1 to 6, this court pass the following final order for issue no.7 in the interest of justice:

ORDER

1) The present suit is hereby **partly allowed.**

2) The plaintiff is entitle to recover the outstanding amount

of **Rs.2,54,106/-** from the defendants in accordance with law.

3) The plaintiff is also entitled to get 6% interest per annum from the defendants on outstanding amount from the date of the suit till actual realization of the amount.

4) Decree be drawn accordingly.

Signed and pronounced in the open court today on this 30th day of July, 2026.

Date:30.07.2026.
Place:Kalol.

S. G. Sheikh
2nd Addl. Civil Judge, Kalol
Dist : Gandhinagar
(GJ01615)

m.i.pipadwala