THE COURT OF THE II ADDL. JUNIOR CIVIL JUDGE; GUNTUR.

PRESENT : Smt G.Swathi
II Additional Junior Civil Judge, Guntur

Tuesday, the 21st day of March, 2023

OS No.1181/2021

Between
State Bank of India, Treasury Branch,
2/14 Brodipet, Guntur and is
Rep.by its Chief Manager. ... Plaintiff

And

Maddi Shyam Kumar, S/o Sankara Rao, Hindu, 57 years,
R/o H. No.20-8-2, Vadlamatuvari Street, Chowtra, Guntur.
... Defendant

This suit coming on 17-03-2023 before me for hearing in the presence of Sri D.Venkata Sai Nath, Advocate for plaintiff and of the defendant remained exparte and upon considering the material on record this court delivered the following :

J U D G M E N T

1. This suit is filed by the plaintiff bank for recovery of sum of Rs.8,81,725/- being the principal and interest as per the statement of account as on 30.06.2021 due by the defendant with subsequent interest and for costs.

2. The brief averments of plaint are as follows:

The defendant is working as cook in S.C Boys Hostel, Phirangipuram under joint Director, Social Welfare Department, Guntur Government of A.P had approached the plaintiff bank and applied for loan under Xpress Credit scheme of the plaintiff to meet his personal needs. Believing the documents submitted by the defendant in proof of his employment and salary, the plaintiff bank had sanctioned a sum of Rs.8,01,000/- on 05.02.2020 as loan to the defendant under xpress credit scheme. The defendant had accepted the terms and conditions mentioned in the sanction/arrangement letter and had signed on the same and executed the personal loan agreement in favour of the bank. The defendant had agreed to repay the loan amount in 72 months together with interest @ 12.5% per annum with monthly rests and that the monthly installment is Rs.15,869/- and that the rate of interest is subject to changes from time to time as per guidelines of RBI. The defendant had also agreed that in the event of default in payment of any installment or any irregularity in the account, the plaintiff bank is entitled to levy penal interest @ 2% p.a on the overdue amount over the agreed interest rate with monthly rests for the said period. An account No.39121129565 was opened in the name of defendant. After availing the loan, the defendant was irregular in payment of monthly installments under the loan and had paid 8 installments only from 06.02.2020 till date and on 30.06.2021 the plaintiff bank had reversed an amount of Rs.38,059-21 p.s being the unrealised interest and the defendant is liable to pay the said amount also to the plaintiff bank. The defendant is indebted to the plaintiff bank to a tune of Rs.8,81,725/- as on 30.06.2021. Hence, the plaintiff is constrained to file the suit.

3. Defendant called absent and no representation on his behalf. Service of summons to defendant held sufficient through paper publication. Hence, he was set exparte on 20.01.2023 and posted the matter for plaintiff's evidence to 02.02.2023.

4. In order to substantiate its case, the plaintiff bank examined its Chief Manager as PW1 and got marked Ex.A1 to Ex.A5. Ex.A1 is Loan application, Ex.A2 is Original arrangement letter, dt.05.02.2020. Ex.A3 is Original agreement for personal loan, dt.05.02.2020. Ex.A4 is Statement of account, dt.21.09.2021. Ex.A5 is account closure enquiry, dt.21.09.2021.

5. Now the point for determination is :

Whether the plaintiff bank is entitled to recover the amount from the defendant ?

6. Heard the counsel for plaintiff.

POINT :

7. The Branch Manager of plaintiff bank by way of his chief affidavit reiterated the averments made in the plaint and to prove the claim has produced Ex.A1 to Ex.A5. The evidence of PW1 is that the defendant applied for personal loan (Xpress Credit) under Ex.A1 for Rs.8,01,000/- and the plaintiff bank sanctioned said loan of Rs.8,01,000/- on 05.02.2020 to the defendant to repay the amount in 72 monthly installments @ Rs.15,869/- per month commences from 06.02.2020 which includes interest and other terms as per agreement and executed all necessary documents vide Ex.A2 and Ex.A3 and opened an account with the bank bearing No.39121129565. As per the account copy vide Ex.A4 the defendant owe an amount of Rs.8,81,725/- as on 30.06.2021. The defendant failed to repay the amount in spite of several demands made by the plaintiff.

8. A plain reading of sworn affidavit of PW1 coupled with documentary proof relied upon by PW1, reveal that the defendant availed the loan from plaintiff bank and later failed to repay the debt amount. Even though service of summons to defendant held sufficient through paper publication, he failed to appear before the court and none were represented on his behalf. Hence he was set exparte. It appears that the defendant has no defence to rebut the evidence of PW1. This suit is filed within limitation. Thus, the evidence of PW1 is unchallenged and un-contraverted. Hence, the plaintiff is entitled to the suit amount as prayed for. Thus, the point is answered in favour of plaintiff bank.

9. In the result, suit is decreed in favour of plaintiff Bank and against the defendant with costs for an amount of Rs.8,81,725/- (Rupees Eight Lakhs Eighty One Thousand Seven Hundred and Twenty Five only), with subsequent interest @ 12% p.a. from the date of suit i.e. 21.10.2021 till the date of decree, and thereafter @ 6% per annum till the date of realization on the adjudged amount of Rs.8,81,725/- (Rupees Eight Lakhs Eighty One Thousand Seven Hundred and Twenty Five only).

Typed to my dictation by Stenographer corrected and pronounced by me in open court this the 21st day of March, 2023.

II ADDL. JUNIOR CIVIL JUDGE,
GUNTUR.

Appendix of Evidence
Witnesses examined

For Plaintiff
PW1 :Mallela Amarendra, Chief Manager.

For defendant : Exparte

Documents marked

For Plaintiff

Ex.A1 : Loan application,

Ex.A2 : Original arrangement letter, dt.05.02.2020.

Ex.A3 : Original agreement for personal loan, dt.05.02.2020.

Ex.A4 : Statement of account, dt.21.09.2021.

Ex.A5 : Account closure enquiry, dt.21.09.2021.

For Defendant: NIL

II AJCJ,
GUNTUR