IN THE COURT OF SHRI PANKAJ VERMA, PCS, ADDITIONAL CIVIL JUDGE (SENIOR DIVISION), SARDULGARH (UID NO.PB-0314).

Civil Suit No. 437 of 04.12.2024
CNR No. PBMNB0000770-2024
Date of Decision: 08.05.2026

State Bank of India, a corporate body, constituted under State Bank of India Act, 1955 (Act No.XXIII of 1955) carrying on business of banking and having branches at different places including a branch at village Jaurkian, Tehsil Sardulgarh, District Mansa through its Branch Manager, Principal Officer & duly constituted Attorney-Sh. Gurpreet Singh.

…….**Plaintiff.**

Versus

Amandeep Singh son of Sh. Gurbachan Singh, proprietor of Guru Nanak Cloth House and General Store, near Ramdasia Sikh Dharamshal, VPO Jaurkia, Tehsil Sardulgarh District Mansa.

……..**Defendant.**

Suit for Recovery of Rs.17,78,357/- (Rs. Seventeen Lac Seventy Eight Thousand Three Hundred Fifty Seven only) including interest up to 21.11.2024 along with pendent-lit and future interest @ 13.16% per annum with monthly rests along with penal interest @ 2% per annum with monthly yearly rests from the date of suit till its realization by sale of Hypothecated goods and other properties and assets of the defendant; on the basis of copy of statement of account, oral and other documentary evidence of all kind.

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(Pankaj Verma),
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Present:- Sh. Akashdip Singh, Advocate for the plaintiff.
Defendant exparte vide order dated 25.4.2025.

JUDGMENT:-

1. The plaintiff bank has filed the present suit for the recovery of **Rs.17,78,357/- (Rs. Seventeen Lac Seventy Eight Thousand Three Hundred Fifty Seven only)** as stated above in the head note of the plaint.

2. Plaintiff bank has filed the instant suit for recovery against the defendant averring that the defendant being sole proprietor and day to day incharge of Guru Nanak Cloth House & General Store, VPO Jaurkian, a sole proprietorship firm had submitted an application in the office of plaintiff bank for grant of DOD Limit facility under PABL scheme of the bank for purchase of carrying out the business i.e. Trading of Clothes etc. **to the tune of Rs.15,20,000/-,** which was considered and allowed by the plaintiff bank and the defendant had executed the various loan documents and hypothecated all the moveable assets by way of first charge as security for repayment of all money on 27.09.2023 and had agreed to repay the said amount on demand with interest @ Rs.4 % per annum above base rate with a minimum of 9.16% per annum with monthly rests calculated on the daily balance of loan amount. However, the present rate of interest applicable is 13.16% per annum with monthly rests. The defendant did not properly maintain his contractual obligations with the bank and defaulted in repayment.

At present an amount of Rs.17,78,357/- is standing as due

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against the defendant and the bank is liable to recover the same with pendentilite and future interest @ Rs.13.16% per annum with monthly rests alongwith penal interest @ 2 per annum, from the date of filing this suit till its realization. The present suit is filed within the period of limitation. Hence, this suit.

3. The defendant was served by summons and then by way of publication in newspaper, which was duly effected and since none had turn up on behalf of defendant, was proceeded against exparte vide order dated 25.04.2025.

4. In order to prove its case, plaintiff bank had examined **Ajay Kumar, Branch Manager State Bank of India, Branch Office Jourkian as PW-1,** who tendered into evidence his duly sworn affidavit Ex.PW1/A, wherein he deposed as per the averments made in the plaint which are not repeated over here for the sake of brevity and to avoid undue repetition of facts.

He further proved authorization letter Ex.P1, application for DOD limit dated 27.09.2023 as Ex.P2, sanction letter/letter of arrangement Ex.P3, agreement of loan Ex.P4, statement of account Ex.P5, certificate under section 65-B of Indian Evidence Act Ex.P6, legal notice dated Ex.P7, receipt Ex.P8 and closed the exparte evidence on behalf of plaintiff bank.

5. I have heard the learned counsel for the plaintiff bank at length and carefully gone through the case file and documents placed on

record.

6. After giving a thoughtful consideration to the oral and documentary evidence on record coupled with the assistance led on file by the counsel for the plaintiff bank, I find that the suit of the plaintiff is well within the period of limitation and the entire version of the plaintiff bank has gone unrebutted and unchallenged for the reasons as mentioned above and this court finds that there exist no ground by virtue of which, it can come to the conclusion at the suit of the plaintiff bank does not deserves to be decreed. All the documents as discussed above in the fore going para of the judgment had been duly proved by the plaintiff bank as per rules.

7. As such, I hereby decree the exparte suit of the plaintiff and pass a preliminary decree that the plaintiff bank is entitled **for the recovery of Rs.17,78,357/- (Rs. Seventeen Lac Seventy Eight Thousand Three Hundred Fifty Seven only)** calculated with interest upto 21.11.2024, along with pendenlite and future interest at the agreed rate of Rs.13.16% per annum plus Rs.2% per annum penal interest with monthly rests, from the date of filing of this suit till the realization of entire decreetal amount with costs along with all other incidental charges and the defendant is granted three month time from today to repay the same, falling which this preliminary decree shall be treated as final decree, and thereafter the plaintiff bank shall have the right to recover the same as per rules from the hypothecated material and other properties and assets of

the defendant. Decree sheet be prepared accordingly. File be consigned to the record room after due compliance.

Pronounced:-
08.05.2026
Naveen Kumar, SG-I

(Pankaj Verma), PCS,
Addl.Civil Judge(Senior Division),
Sardulgarh, (UID No.PB-0314).
(Direct Dictation),

(Pankaj Verma),
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08.05.2026