IN THE COURT OF SH. ANIL ANTIL, DISTRICT JUDGE-COMMERCIAL COURT-09 (CENTRAL DISTRICT), TIS HAZARI COURTS, DELHI.

CNR no.DLCT010040532026

CIVIL SUIT (COMMERCIAL) NO.:- 276/2026

Index to the Suit

Serial No.	**UNION BANK OF INDIA vs. M/s M-10 Sports**	Page Nos.
1.	FACTS OF SUIT	2 to 5
2.	EX-PARTE PROCEEDINGS	5
3.	EVIDENCE OF THE PLAINTIFF	5 to 6
4.	ANALYSIS & DISCUSSION	7 to 9
5.	RELIEF/ FINAL ORDER	9

DLCT010040532026

IN THE COURT OF SH. ANIL ANTIL,
DISTRICT JUDGE-COMMERCIAL COURT-09
(CENTRAL DISTRICT), TIS HAZARI COURTS, DELHI.

CIVIL SUIT (COMMERCIAL) NO.:- 276/2026

IN THE MATTER OF :-

UNION BANK OF INDIA
Through its Authorised Representative
6458, Katra Baryan, Chandni Chowk Branch,
Delhi-110006

.... Plaintiff

VERSUS

M/s M-10 Sports
Through its Proprietor
Mr. Gaurav Sharma,
S/o Sh. Satyapal Sharma,
Office add: B-6/21, 2nd Floor,
Sector-15, Rohini North-West, Delhi -110089
Mobile No. 8860983686, 9873465343
Email ID: mgsharma.mg@gmail.com

.... Defendant

SUIT FOR RECOVERY OF RS.4,94,588.41

Date of institution	:	**07/03/2026**
Date on which Judgment was reserved	:	**22/07/2026**
Date of Judgment	:	**25/07/2026**

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

1. By way of present judgment, this Court shall adjudicate upon suit filed by the plaintiff against the defendant for recovery of Rs.4,94,588.41, alongwith pendente-lite and future interest @ 11.30% per annum w.e.f. 01.01.2026.

CASE OF THE PLAINTIFF AS PER PLAINT

2. Brief facts necessary for just adjudication of the present suit, as stated in the plaint, are as under:-

   i. The plaintiff bank is a body corporate with perpetual succession and common seal with power subject to the undertaking Act 40 of 1970, having its having its one branch at Chandni Chowk, New Delhi-110006.

   ii. Mr. Ajit Kumar Singh, Chief Manager / Branch Head, Union Bank of India, Chandni Chowk Branch has instituted, signed, verified and filed the present suit and is duly competent to sign, verify and institute the present recovery suit and conduct the proceedings of the present suit on behalf of the plaintiff.

iii. That defendant Sh. Gaurav Sharma, Prop. of M/s M-10 Sports, for the purpose of business expansion, approached and requested the plaintiff bank for financial facility under Union Mudra Scheme for an amount of Rs. 5,00,000/- and submitted the Loan application along with his KYC.

iv. After considering the proposal, requirement & financial feasibility & viability of the defendant, plaintiff bank had granted and disbursed the personal loan (under Union Mudra Scheme) of Rs.5,00,000/- to the defendant vide Sanction Letter dated 07.07.2023 against the Loan Account No.307106440000093 in the name of M-10 Sports on execution of various necessary documents, as per the terms and conditions of Sanction Letter.

v. As per the terms & conditions of the loan, defendant had agreed and was under the legal liability to repay the said loan amount of Rs.5,00,000/- was repayable in 60 months @ 11.30% subject to the hypothecation of stock.

vi. After availing the said loan facility, the defendant did not comply with the terms and conditions and became irregular & defaulted in making the payment, and consequently his loan account was classified as NPA on 29.10.2024.

vii. That the plaintiff has not debited the intrest and charged this penal interest on a simple basis from 30.10.2024 and the amount of unapplied interest have been included in the claim of the plaintiff bank, which is legally entitled to and has right to recover the same from the defendant.

vii) That even during the proceedings w.r.t. pre-institution mediation before the Central Legal Service Authority, despite issuance of notice, the defendant did not turn up to make the payment qua the loan amount therefore, a Non-Starter Report under Rule 3(4) & 3(6) of Commercial Courts (Pre-Institution Mediation and Settlement Rules, 2018) dated 26.09.2025 was issued.

vii. That in respect of the said loan facility, the following amount is due and payable to the plaintiff by the defendant :-

Banks dues as per Statement of Account maintained by the plaintiff bank of A/c of M/s M-10 Sports charge on 31.12.2025	Rs.4,94,588.41/-

viii. That despite repeated requests, the defendant did not turn up to pay the overdue amount and therefore, the defendant is liable to pay an amount of Rs. 4,94,588.41/- as on 31.12.2025 along with pendente lite and furture interest @ 11.30% w.e.f. 01.01.2026 till the actual date of realization and cost and expenses etc. to the plaintiff.

3. Hence, the present suit against the defendant.

EX-PARTE PROCEEDINGS

4. Summons of the suit were issued to the defendant and the defendant was served through electronic mode i.e. WhatsAppp on his mobile number 8860983686 and 9873465343 as well as through email ID mgsharma.mg@gmail.com on 14.03.2026.

5. Despite service, neither the defendant appeared before the Court nor any written statement was filed on his behalf. The right of the defendant to file written statment was closed accordingly and the defendant was proceeded as ex-parte on 13.05.2026.

EVIDENCE OF THE PLAINTIFF

6. The plaintiff in order to prove its case has led plaintiff evidence and got examined Mr. Ajit Kumar, Chief Manager /Branch Head of the plaintiff bank as PW-1.

7. PW-1 has filed his evidence by way of affidavit, wherein he reiterated and reaffirmed the contents of the plaint. PW-1 in his testimony has relied upon the following documents:-

i. The copy of authorization letter executed in favour of Mr. Ajit Kumar as Ex.PW1/1.
ii. The loan application form along with KYC duly signed by defendant as Ex.PW1/2 (colly.)
iii. The Sanction letter along with terms & conditions dated 07.07.23, duly signed & executed by defendant and certified by plaintiff bank as Ex.PW1/3.
iv. Demand Promissory Note as Ex.PW1/4.
v. Agreement dated 07.07.23 executed between the plaintiff & defendant as Ex.PW1/5.
vi. Letter of continuity as Ex.PW1/6.
vii. Term Loan Agreement (hypothecation of movables) as Ex.PW1/7.
viii. Letter of undertaking from borrower/defendant as Ex.PW1/8.
ix. Interest Agreement as Ex.PW1/9.
x. Hypothecation (Goods) Agreement as Ex.PW1/10.
xi. Letter of undertaking from guarantor as Ex.PW1/11.
xii. Non-Starter Report dated 26.09.2025 as Ex.PW1/12.
xiii. The statement of account reflecting the amount credited and outstanding amount as Ex.PW1/13 (colly.).
xiv. The certificate U/s 2A of Banker's Book Evidence Act and certificate U/s 63 of BSA as Ex.PW1/14 (colly.).
xv. The original declaration U/O XI rule 6 of CPC with the Commercial Court Act, 2015 as Ex.PW1/15.

8. I have heard learned counsel for the plaintiff bank, perused the record carefully and give my thoughtful consideration to his submissions.

ANALYSIS & DISCUSSION

9. From the testimony of PW1 and the documents relied upon by him, it is established that the defendant had approached the plaintiff bank for a personal loan and submitted the Loan Application Form along with KYC duly signed by the defendant (Ex.PW1/2 colly.).

10. After analysing the request of the defendant, plaintiff bank sanctioned the amount vide Sanction Letter Ex.PW1/3 and disbursed the loan to the sum of Rs.5,00,000/- on 07.07.2023 to the defendant vide loan agreement dated 07.07.2023 duly executed between the plaintiff and the defendant Ex.PW1/5.

11. The transactions between the parties are further substantiated whereby defendant also issued a demand promissory note (Ex.PW1/4) as well as executed the term loan agreement (hypothecation of movables) (Ex.PW1/7) along with letter of undertaking from borrower /defendant (Ex.PW1/8). PW1 has also proved the interest agreement as Ex.PW1/9.

12. From the testimony of PW1, it is also clear that the above loan amount was to be repayable in 60 months, but defendant defaulted in making the payments of the said installments.

13. PW1 has also proved the statement of account of defendant from 07.07.2023 to 30.01.2026 (Ex.PW1/13(colly.), as per which an amount of **Rs. 4,94,588.41/-** is outstanding against the defendant, which has been bifurcated by the plaintiff as 2,17,088.41/- (outstanding) + 2,77,500/- (CGTMSE claim).

14. PW1 has filed the requisite certificate under Section 63 of The Bharatiya Sakshya Adhiniyam, 2023 and certificate under Section 2-A of Bankers Book Evidence Act (Ex.PW1/14(colly.), the computerized statement of account (Ex.PW1/13(colly.) thus, becomes admissible in evidence, which further corroborates the testimony of PW1.

15. The testimony of PW1 and documents relied upon by the plaintiff remained unrebutted during trial, as the defendant has chosen not to appear and contest the case, this court has no reason to disbelieve the same.

16. The plaintiff has also claimed an interest from the date of filing till its realisation @ 11.30% per annum. Keeping in view the nature of loan transaction, business practices in the market, it is deemed just and proper to allow simple interest @ 9 % per annum in favour of the plaintiff from the date of filing of the suit till its realization.

17. In view of the above, I am of the view that plaintiff bank is entitled for a money decree of **Rs. 4,94,588.41/-**

RELIEF:-

18. In view of the above, I hereby pass :-

- : FINAL ORDER :-

i) an ex-parte money decree in the sum of **Rs. 4,94,588.41/-** in favour of the plaintiff and against the defendant with simple interest @ 9% per annum from the date of filing of the suit i.e. 07.03.2026 till the realization of the amount.

19. The Suit is decreed with cost in terms thereof.

20. Decree-sheet be prepared accordingly.

21. *File be consigned to Record Room after due compliance.*

ANIL ANTIL

Digitally signed by ANIL ANTIL
Date: 2026.07.25 15:54:24 +0530

Announced in the open Court on
this 25th Day of July, 2026

(Anil Antil)
Distt. Judge, (Comm. Court)-09,
Central District, THC : Delhi