CNRMHPA020028712022

Received on : 14/12/2022
Registered on : 17/12/2022
Decided on : 12/02/2025
Duration : 02Y. 01M. 26D.

IN THE COURT OF JOINT CIVIL JUDGE SENIOR DIVISION, PARBHANI
(Presided over by M. M. Varma)

Regular Civil Suit No. 588/2022 **Exhibit No. 37**

State Bank of India
Main Branch, Parbhani
Through its Branch Manager,
Udaygiri Suresh Babu,
Age : 43 Years, Occ : Service,
R/o. Parbhani, Tq. & Dist. Parbhani. .... **Plaintiff**

Versus

1. Ramchandra Achutrao Ghule,
Age : 40 Years, Occ : Agri,
2. Hanuman Bhanudas Ghule,
Age : 30 Occ : Agri,
Both R/o. Panhera,
Tq. & Dist. Parbhani. .... **Defendants**

Suit : Recovery of amount of Rs. 1,60,236/- (Rupees One Lakh Sixty Thousand Two Hundred and Thirty Six only) with interest @ 10.85% per annum and Rs.1,48,527/- (Rupees One Lakh Forty Eight Thousands Five Hundred and Twenty Seven only) with interest @ 10.70% per annum.

Appearance :
For plaintiff : Ld. Adv. B. G. Chimte
For defendants : Proceeded ex-parte.

JUDGMENT
(Delivered on 12/02/2025)

This is a suit for recovery of amount of Rs. 1,60,236/- (Rupees One Lakh Sixty Thousand Two Hundred and Thirty Six only) with interest

@ 10.85% per annum and Rs. 1,48,527/- (Rupees One Lakh Forty Eight Thousands Five Hundred and Twenty Seven only) with interest @ 10.70% per annum

Plaint in brief :

2. The plaintiff is a Nationalized Bank having its Central office at Mumbai and various branches in India including plaintiff Branch at Parbhani Dist. Parbhani. Defendant No. 1 is an agriculturist and have agricultural land in village Panhera, Tq. & Dist. Parbhani. Defendant No.1 applied to plaintiff bank for purpose of Kisan Credit Card Scheme. The plaintiff bank in its ordinary course of business sanctioned agricultural loan under Kisan Credit card Scheme vide sanction letter dated 16/06/2015 of Rs. 1,57,944/- and 1,50,000/-. Defendant No.1 executed agreement of hypothecation in favour of plaintiff. Defendant No. 2 is guarantor who also executed deed of guarantee in favour of plaintiff. Defendant No. 1 availed above said loan facility and withdrawn the amount as and when required.

3. Thereafter, defendant No. 1 availed the above said loan facilities on terms and conditions but failed to repay the loan amount. The plaintiff bank made several request and demand to the defendants to regularize said loan amount. However, defendants have neglected the same therefore, plaintiff bank issued legal notice to them. Despite service of notice, defendants failed to repay the loan amount. Hence, present suit is filed for recovery of loan amount along with interest against defendants.

APPEARANCE :

4. Summons were issued to defendants and duly served upon defendant No.1 and 2. But, they failed to appear in the matter. Hence,

the matter proceeded ex-parte against them.

POINTS FOR DETERMINATION :

5. Considering the plaint, documents and argument of Ld. Advocate for the plaintiff, following points arise for consideration. Those points along with it's finding and reasoning thereon are as under :

Sr.No.	Points	Findings
1.	Does the plaintiff prove that an amount of Rs. 1,60,236/- (Rupees One Lakh Sixty Thousand Two Hundred and Thirty Six only) and Rs. 1,48,527/- (Rupees One Lakh Forty Eight Thousands Five Hundred and Twenty Seven only) are due and outstanding from the defendant ?	…. Yes.
2.	Whether the plaintiff is entitled for recovery of Rs. 1,60,236/- (Rupees One Lakh Sixty Thousand Two Hundred and Thirty Six only) with interest @ 10.85% per annum and Rs. 1,48,527/- (Rupees One Lakh Forty Eight Thousands Five Hundred and Twenty Seven only) with interest @ 10.70% per annum from the defendants as prayed ?	…. Yes.
3.	What order and decree ?	…. Suit is decreed with cost.

-: REASONING :-

AS TO POINT NO. 1 AND 2 :

6. In order to substantiate it's claim, plaintiff Bank has filed it's evidence affidavit through it's Branch Manager Pradipkumar Samantray at Exh.18. In addition to this oral evidence, plaintiff has filed documentary evidence viz Application for granting Loan (Exh.20), Hypothecation Agreement (Exh.21), letter of arrangements (Exh.22), deed of guarantee (Exh.23), conversion letter (Exh.24), Debt restructuring letter (Exh.25),

copy of 7/12 extract (Exh.26) revival letters (Exh.27 & 28) copy of agreement (Exh.29), hypothecation agreement (Exh.30), certificate (Exh.31), revival letter (Exh.32), certificate under Section 65-B (Exh.33), copy of notice (Exh.34) and copy of State Bank Of India General Regulation Act (Exh.35).

7. The entire evidence of the plaintiff bank remained unchallenged. It is clear that, defendant No.1 applied for loan to the plaintiff's Bank under Scheme of Kisan Credit Card and defendant No. 2 stood as guarantor same. Application form filed by defendant No. 1 is on record and Loan was sanctioned on terms and conditions. Witness stated on oath that loan was disbursed to defendant No. 1. Letter of arrangements, hypothecation agreement and deed of guarantee is filed on record. These documents shows that demand of loan amount was made by defendant No. 1 and defendant No.2 stood as guarantor to the said loans. The plaintiff bank also filed copy of account statement of defendant No.1 which shows that, loan amount is credited in his account and he availed loan facilities.

8. After availing loan facilities defendant No.1 failed to repay the same. Therefore, plaintiff Bank intimated defendants to pay loan amount time to time. But, they failed to pay the amount. Record shows that agreed rate of interest for amount of Rs. 1,60,236/- was 10.85% per annum and for amount of Rs. 1,48,527/- was 10.70%.

9. The entire evidence oral as well as documentary remained un-rebutted and unchallenged for want of cross-examination. Hence, this Court have no hesitation to hold that the amount is due from defendant No.1 and defendant No.2 and plaintiff Bank is entitled to recover an amount of Rs. 1,60,236/- (Rupees One Lakh Sixty Thousand Two Hundred

and Thirty Six only) with interest @ 10.85% per annum and Rs. 1,48,527/- (Rupees One Lakh Forty Eight Thousands Five Hundred and Twenty Seven only) with interest @ 10.70% per annum from the defendant No.1 from the date of filing of suit till its realization. Hence, point Nos. 1 and 2 are answered in affirmative.

AS TO POINT NO. 3 :

10. Opportunity was given to defendant No.1 and 2 to settle the loan account. But they did not comply notice. Plaintiff was forced to file present suit because defendants failed to repay the loan amount. Therefore, the plaintiff is entitled for cost of the suit. Taking into consideration the reasoning for point No. 1 and 2, following order in answer to point No. 3.

ORDER	
1.	Suit is decreed with cost.
2.	Defendant No. 1 and 2 are directed to pay loan amount Rs. 1,60,236/- (Rupees One Lakh Sixty Thousand Two Hundred and Thirty Six only) with interest @ 10.85% per annum and Rs. 1,48,527/- (Rupees One Lakh Forty Eight Thousands Five Hundred and Twenty Seven only) with interest @ 10.70% per annum from the date of filing of suit till its complete realization.
3.	Decree be drawn up accordingly.

MAHESH MURLIDHAR VARMA
Digitally signed by MAHESH MURLIDHAR VARMA
Date: 2025.02.13 12:16:21 +0530

(M. M. Varma)
Jt. Civil Judge Senior Division
Parbhani.

Date : 12/02/2025
Place : Parbhani.