IN THE COURT OF I ADDL. JUNIOR CIVIL JUDGE AT ADILABAD

Present: - **Smt T Durga Rani Kalidindi,**
I Addl. Junior Civil Judge, Adilabad

Wednesday, the 12th day of June, 2024

O.S.No. 203 of 2022

Between: -

Bank of Maharashtra, A body Corporate constituted under banking Companies (Acquisition and Transfer of undertakings) Act, 1970 having its head office at Shivajinagar, Lokmangal, Pune and having one of its branches at Adilabad Branch and the branch Manager is authorized to sign on behalf of the Bank, N Shiva Kumar, S/o Venkateshwar Rao, Age: 35 yrs, Occ: Bank Manager C/o Bank of Maharashtra Branch, Jainath G.P.Jainath Dist: Adilabad Vide Gazette notification dated:13th April,1993 published in the Gazette of India Part-III Section -IV at page 11836 and 11887 dated 08.05.1993 read with Regulation 55 and 56 of Subsidiary Banks General Regulation 1956.

... Plaintiff

// AND //

1. Chilkapalli Kishtu, S/o Ganganna, age: 81 yrs,
Occ: Agriculture, R/o H. No.2-17, Jainath mandal, Jainath, Adilabad.

2. Chilkapalli Santosh, S/o Kishtu, Age: 43 yrs, Occ: Agriculture,
R/o H.No.2-17/1,Jainath mandal, Jainath, Adilabad.

... Defendants No 1 and 2

This suit is coming before me for final hearing on 12.06.2024 in the presence of **Sri Bipin Kumar Patel,** Advocate for the plaintiff and the defendants remained *ex parte* and upon hearing the counsel for plaintiff, on perusal of the material on record, and the matter having stood over for consideration till this day, the Court delivered the following:-

J U D G M E N T

1. This is a suit filed for recovery of a sum of Rs.2,68,168/- from the defendants D1 and D2 based on a crop loan transaction dated 01.08.2017 where under the Defendant No.1 has availed a crop loan of

Rs.2,10,000/- with interest @ 7% per annum with quarterly rests from the plaintiff bank for agriculture purpose and Defendant No.1 executed agreement of Mahabank Kisan Credit Card, Hypothecation agreement for all agricultural facilities, demand promissory note, receipt for amount of loan and the defendant No.2 came forward and executed deed guarantee in favour of plaintiff bank on 01.08.2017. Subsequently Defendant No.1 and 2 executed balance deed on security confirmation letter on 10.06.2020, but they failed to repay the same as promised and committed default in repayment of the loan amount.

2. On receipt of summons, the Defendant D2 not appeared before this court hence he was set exparte on 06.04.2023 by following due procedure and Defendant D1 died but legal representatives of Defendant D1 not brought on record on time. Hence case against Defendant D1 abated.

3. Heard arguments on behalf of plaintiff side.

4. **<u>ISSUES</u>**:

1. *Whether the plaintiff bank is entitled for the recovery of suit money Rs.2,68,168/- including @ 7% interest against Defendant D2 ?*

2. *Whether the plaintiff bank is entitled for the recovery of interest @ 7% on principal amount from date of institution of suit to till date of decree against Defendant D2 ?*

3. *Whether the plaintiff bank is entitled for the recovery of*

interest from date of decree to till date of realization of principal amount ? If so, at what rate of interest against Defendant D2 ?

4. To what relief ?

5. <u>ISSUES Nos.1 & 2</u>:

It is the claim of the plaintiff/PW-1 that he is Bank Manager represented on behalf of Bank of Maharashtra, branch Adilabad. He submitted that the plaintiff-bank had sanctioned crop loan of Rs.2,10,000/- to Defendant No.1 for agricultural purpose and it was sanctioned on 01.08.2017. The interest rate was fixed @ Rs.7% per annum with quarterly rests. In that regard the Defendant No.1 has executed agreement of Mahabank Kisan Credit card, Hypothecation agreement for all agricultural facilities, demand promissory note, receipt for loan. Defendant No.2 came forward and executed Deed of Guarantee in favor of Defendant No.1. Documents marked as Ex. A1 to A9. The Defendant No.1 and 2 has failed to repay the said loan amount and Defendants D1 and D2 are due for an amount of Rs.2,68,168/-. On receipt of summons, Defendant D2 not appeared before this court hence he was set exparte on 06.04.2023 by following due procedure and Defendant D1 died but legal representatives of Defendant D1 not brought on record. Hence case against Defendant D1 abated.

6. This is a loan taken in the year 2017 and Defendant No. 2 not even taking steps to clear the loan amount. The PW-1 submitted that till now also the Defendant No. 2 failed to approach the bank and repay the said loan amount. The PW-1 in support of his case has adduced oral as well as documentary evidence i.e. under Ex. A1 to A9. On keen perusal of the documentary evidence, the court has satisfied that the plaintiff bank is entitled for the relief against Defendant No.2. Burden lies on the Defendant No. 2 to dis-prove the claim of plaintiff. So far as plaintiff case is concerned, he has adduced sufficient evidence in support of his claim. In view of the above discussions, the court is of the considered view that plaintiff is entitled for the relief as prayed for.

7. **In the result,** the suit is decreed with costs against the Defendant No. 2 and plaintiff is entitled for recovery of suit amount i.e. Rs.2,68,168/- including interest @ 7% per annum from Defendant No. 2 and decreed with interest @ 7% per annum on principal amount from the date of filing suit to till date of decree against Defendant D2 and with interest @ 6% per annum from the date of decree to till the date of realization of principal amount, against Defendant D2. IA's if any shall stand closed.

(*Typed to the Stenographer, corrected and pronounced by me in the open court, on this the 12th day of June, 2024)*

I Addl. Junior Civil Judge
Adilabad.

Dated: 12-06-2024 **Addl.JCJ, Adilabad.**

APPENDIX OF EVIDENCE

Witnesses examined

For Plaintiff For Defendant

PW-1: G Shiva Kumar - None -

Documents marked

For Plaintiff

Ex.A1	Original Application form dated 01.08.2017
Ex.A2	Original Sanction letter dated 01.08.2017
Ex.A3	Original Agreement of Mahabank Kisan Credit Card dated 01.08.2017
Ex.A4	Orginal Hypothecation agreement for all agriculture facility dated 01.08.2017
Ex.A5	Original Guarantee Deed dated 01.08.2017
Ex.A6	Original Demand Promissory Note dated 01.08.2017
Ex.A7	Original Receipt for amount of Loan dated 01.08.2017
Ex.A8	Original Balance and Security conformation letter dated:10.06.2020.
Ex.A9	Account statement for the period from 03.08.2016 to 01.10.2021

For Defendant: - Nil.

I Addl. Junior Civil Judge,
Adilabad.

Dated: 12-06-2024 **Addl.JCJ, Adilabad.**