

	D/ M/ Year
Received on	: 02.03.2019
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Decided on	: 11.03.2026
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Duration	:07Y 00M 9Days

IN THE COURT OF 2ND ADDITIONAL CIVIL JUDGE
AT SANAND, AHMEDABAD (RURAL)

Regular Civil Suit **No. 19 of 2019**

Exhibit - _____

State Bank of India

A Bank constituted and established
under the State Bank of India Act, 1955
Having its Centralized Office at Mumbai
and Zonal Office at Ambawadi,
Ahmedabad, one of its Branch situated
at Village Changodar, Taluka Sanand,
District Ahmedabad.

Through its Chief Manager
Mr. Sunil Manohar Sharma

... Plaintiff

VERSUS

(1) Divyaben Merabhai Solanki
Aged Adult, Occupation Study,

(2) Merabhai Toyabhai Solanki
Aged Adult, Occupation Service,
Both Residing at Vankar Vas,
Village Moraiya, Taluka Sanand,
District Ahmedabad.

... Defendants

**Subject:- Suit filed under Order 37 Rule 2 of CPC for
recovery of Rs.1,84,480/-**

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Appearance:-

Ld. Advocate Mr. Rahul A. Shah for the Plaintiff Bank.
For the Defendant - Exparte

:: J U D G E M E N T ::

[1] The present suit has been filed by the Plaintiff Bank under the provision of Order 37 Rule 2 of Code of Civil Procedure, 1908. This suit has been filed to recover Rs.1,84,480/- along with interest at the rate of 14% per annum by summary procedure under the provision of Order 37 of Code of Civil Procedure.

[2] The Brief facts of the plaint goes in following manner:-

That the Plaintiff Bank is a Bank constituted and established under the State Bank of India Act, 1955, having its Centralized Office at Mumbai and local Head-office at Ambawadi, Ahmedabad and also heaving various branches in Ahmedabad District and out of it, one of Branch is situated at Changodar Village, Taluka Sanand, District Ahmedabad. This plaint has been signed by the Chief Manager of the aforesaid branch. That the Plaintiff bank is doing various type of works, one of which is providing education loans. The Defendants were in need of education loan and for the same, they have applied to the Plaintiff Bank for educational loan by affixing his signature/thumb in the prescribed application form. The Defendants' application was approved & education loan of

Rs.1,50,000/- was sanctioned on 17-06-2013. As regards availing of loan, Defendant has executed necessary documents like Letter of Arrangement for Term Loan, Undertaking and other necessary documents in favour of the Plaintiff Bank and also given assurance for timely repayment of said loan amount. After availing of the loan, Defendants were irregular in repayment of loan and hence, Plaintiff Bank had frequently instructed and requested Defendants to repay the outstanding loan amount, but Defendants had not repaid the same though he had undertaken and executed various documents in favour of Plaintiff Bank. Then-after the Plaintiff Bank had given a notice then too, he has not repaid the outstanding amount and then also, despite repeated request and instruction, the Defendants have failed to repay and hence, the account of the Defendants was classified as NPA. As the Defendants had failed to repay the outstanding amount of loan within prescribed time period, Plaintiff Bank is entitled to recover the outstanding amount along with interest. The total outstanding loan amount of Defendants as on date 02-02-2019 is Rs.1,84,480/- with interest which has not been repaid. Thus, as per the books of account of Plaintiff

Bank, Plaintiff is entitled for sum of Rs.1,84,480/- at the rate of 14% p.a. from 02-02-2019 till realization of the amount.

The Defendants had applied for availing of Education Loan facility to the Plaintiff Bank within the jurisdiction of this Court and then-after the loan was sanctioned and Defendants have executed various documents in favour of Plaintiff Bank and also assured for timely repayment of the amount. Hence, the suit is filed within prescribed period of limitation as well as this Court has got jurisdiction to try and decide the suit.

- [3] This Court issued summons to the Defendants on 04-10-2021, which was duly served on 07-10-2021, but Defendants did not remain present through their Counsel and did not file any written statement. Thereafter, this Court has given multiple due opportunity for almost 14 months and closed the stage for filing written statement and also ordered to try and entertained this suit ex-parte vide order passed below Exh.4 on 29-03-2022.
- [4] The Plaintiff Bank has produced following oral as well as documentary evidences;-

Sr. No.	Particulars	Exhibit
ORAL EVIDENCE		
1.	Affidavit of Examination-in-Chief filed by Plaintiff Bank through its Authorized Officer	18

DOCUMENTARY EVIDENCE		
1.	Original Appraisal Report - Education Loan	22
2.	Original Agreement for Term Loan for SBI Education Loan Scheme dtd. 29-01-2013	23
3.	Original Letter of Arrangement	24
4.	Original Annexure "I"	25
5.	Original Revival Letter dtd. 11-08-2015	26
6.	Original Revival Letter dtd. 03-01-2017	27
7.	Undertaking for obtaining individual loan	28
8.	Certified copy of statement of account for a period ranging from 17.06.2013 to 26.08.2025	29
9.	Closing Pursis	30

[5] On perusing pleading of plaint and in absence of written statement, the following issues vide Exh.17 were framed by this Court to decide the present suit as under;-

:: I S S U E S ::

- (1) Whether the Plaintiff proves that, the Defendants have availed Education loan worth of Rs.1,50,000/- from the Plaintiff Bank ?
- (2) Whether the Plaintiff proves that, Defendants were to repay the said loan amount in installments and if the installments were not paid, then Defendants would have to pay penal interest ?
- (3) Whether the Plaintiff proves that, the Defendants have indebted sum of Rs.1,84,480/- as on date 02-02-2019 ?
- (4) Whether the Plaintiff is entitled for relief as claimed for ?
- (5) What Order and Decree ?

[6] My answer on above issues are as under:

- (1) In Affirmative.
- (2) In Affirmative.

- (3) In Affirmative.
- (4) In Affirmative.
- (5) As per final order.

:- R E A S O N S :-

FOR ISSUE NO. 1 TO 4 :-

- [7] For the purpose of brevity and to avoid repetition, all the issues will be dealt with together. Now, if we go through the averments made in the plaint which are there on the record, it is clear that, the suit is based on the documents which have been produced on record vide Exh.22 to Exh.28 i.e. appraisal report, revival letters, undertakings, various agreements executed by the Defendants in favour of the Plaintiff Bank against their legal debt of Plaintiff Bank and Exh.29 certified copy of Statement of Account, which have been received in evidence.
- [8] On going through the documents which are received in evidence, vide Exh.22, it is the Appraisal Report for obtaining Education Loan, vide Exh.23, it is the original Agreement for Term Loan executed by Defendants in favour of the Plaintiff Bank, vide Exh.24, it is a Letter of Arrangement, vide Exh.25 is a Annexure "I" executed by Defendants in favour of the Plaintiff Bank, vide Exh.26 and Exh.27 are Revival Letters, vide Exh.28 is a Undertaking signed by the Defendants to the

Plaintiff Bank and vide Exh.29 is the Statement of Account. All these documents i.e. the documents received in evidence vide Exhibit-22 to 28 are not disputed by the Defendants nor have raised any questions as regards the authenticity and genuineness of the documents and their signatures therein. Also, not a single dispute been raised by Defendants as regards the averments made against them by Plaintiff Bank. Further, on going through the documents which have been received in evidence vide Exh.23 to Exh.28, the same bears the signature of the Defendants are received in evidence.

- [9] Even after notice being duly served upon the Defendants on 07-10-2021, the Defendants have failed to enter their appearance and challenge the statement in the plaint. The Defendants have neither submitted any written statement nor adduced any evidence against the pleadings of the plaint. Further, the documentary evidence produced by the Plaintiff Bank are not denied and the same are deemed to be proved. Considering the Section 102 of the Indian Evidence Act, 1872, "The burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side." The Plaintiff Bank has therefore, proved his initial

onus of outstanding loan amount, but Defendants have failed to discharge their burden.

[10] On behalf of the Plaintiff Bank, the affidavit vide Exh.18 has been filed and no dispute has been raised by the Defendants against the affidavit. As stated herein-above, on behalf of Plaintiff Bank, through its authorized signatory Ms. Poonam Ganguly has filed her affidavit vide Exh.18 and all the documents vide Exh.22 to 28 and Exh.29. As stated above, on going through the documents received in evidence on record, they have been duly proved by the Plaintiff Bank as per the provision of Indian Evidence Act, 1872. As regards the relation between the parties, giving Educational loan facility to the Defendants and accepting amount of education loan is not disputed by Defendants. It has been specifically stated that, the documents on record bears the signature of the Defendants. No disputes as regards the liability of the Defendants to repay the outstanding amount has been raised by the Defendants. It is also an undisputed fact that, the Defendants had obtained Educational loan facility. At this juncture, it is pertinent to note that, the loan was availed by the Defendants in the year 2013 i.e. on date 17-06-2013 and then Defendants executed Revival Letters on 11-08-2015 and

03-01-2017, while the suit has been filed in the year 2019. So the said suit is filed within prescribed period of limitation. The Defendants have not raised any kind of objection as regards their signatures below the documentary evidence, which are received in evidence vide Exh.23 to Exh.28 and hence, it is clear from the records that, the Defendants had availed education loan from the Plaintiff Bank and had executed necessary documents in favour of Plaintiff Bank and despite frequently request, the Defendants had not regularized their loan account nor has repaid the outstanding loan amount.

[11] As per the rules of the Indian Evidence Act, 1872, the Plaintiff Bank has discharged his initial burden by producing the afore-stated necessary documents. But in the present case, the Defendants have neither appeared personally through their pleader even after the notice has been dully served upon them on 07-10-2021. Also the Defendants have not presented any of evidences. Moreover, the Defendants have not raised any dispute as regards available of loan, execution of various documents in favour of Plaintiff Bank, signature below the various documents. Further, the Plaintiff Bank has proved the legal debts and liability and hence, the decree is required to be passed in favour of Plaintiff Bank. From the

afore-mentioned produced evidences, the Plaintiff Bank sufficiently proves that, he has valid cause of action and has also succeeded to discharge the burden of prove for the issues framed against him at Sr. No.1 to 4.

[12] Further, the Plaintiff Bank has prayed for the interest at the rate of 14% per annum. Considering the ratio laid down by the Hon'ble Apex Court in case of **CBI v. Ravindra and Others**, reported in **2002 G.L.H. 474**, the Plaintiff Bank is entitled for 06% interest per annum. Now, looking to all the documents presented before the Court, this Court is of the considered view that, Plaintiff Bank is entitled to recover the amount as prayed for. Hence, following final order is passed:-

:- ORDER :-

- (1) The Plaintiff's suit is hereby partly **Allowed**.
- (2) The Plaintiff Bank is hereby entitled to recover Rs.1,84,480/- (Rs. One Lakh Eighty-four Thousand Four Hundred Eighty only) from the Defendants.
- (3) The Defendants are hereby ordered to pay to Plaintiff Bank sum of Rs.1,84,480/- (Rs. One Lakh Eighty-four Thousand Four Hundred Eighty only) with running interest @ 06% per annum from the date of filing of the suit till the realization of the said amount.

(4) The Defendants shall pay the cost of suit and shall bear their own cost.

(5) Decree shall be drawn accordingly.

Pronounced & signed in the open Court today on 11th day of March, 2026.

Date: 11-03-2026

Place: Sanand

(Anushree Premal Dave)
2nd Additional Civil Judge,
Sanand, Ahmedabad (Rural)
Judge Code GJ01678.