

	D/ M/ Year
Received on	: 12.09.2023
Registered on	: 12.09.2023
Decided on	: 30.03.2026
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Duration	:02Y 06M 18Days

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

Regular Civil Suit No. 205 of 2023

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 Moraiya, Taluka Sanand, District Ahmedabad. Through its Chief Manager
Ms. Tanu Gupta

...

Plaintiff

VERSUS

Hareshbhai Ratnabhai Solanki
Aged Adult, Occupation Service,
Residing at 360-A, Railway Quarters,
Nr. Loko Colony,
Mehsana - 314 002.

...

Defendant

Subject:- Suit for recovery of Rs.12,12,755/-

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Appearance:-

Ld. Advocate Mr. R.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 against the Defendant for recovery of Rs.12,12,755/- along with interest at the rate of 14% per annum.

[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 is also heaving various branches and out of it, one of the Branch is situated at Moraiya Village, Taluka Sanand, District Ahmedabad. This plaint has been signed by the Chief Manager of the aforesaid branch. The Defendant was in need of money for personal expenses and for the same, he had applied to the Plaintiff Bank. The Defendant's application was approved, a loan of Rs.15,00,000/- was sanctioned from Moraiya Branch of the Plaintiff Bank on 24-03-2021 and the interest rate was fixed at 11.60% with 72 monthly installment of Rs.29,015/- vide Loan A/c. No.40095201652. As regards availing of loan, the

Defendant has executed necessary documents like Personal Loan Agreement, Arrangement Letter and Consent Form in favour of Plaintiff Bank and also given assurance for timely repayment of the said loan amount. After availing of the loan, Defendant was irregular in the repayment and hence, the Plaintiff Bank had frequently, instructed & requested the Defendant to repay outstanding loan amount, but the Defendant had not repaid the same though he had undertaken and executed various documents in favour of Plaintiff Bank. Later on, the Plaintiff Bank had issued a notice then too, he has not repaid the outstanding amount and then-after also, despite repeated request and instructions, the Defendant has failed to repay and hence, account of the Defendant was classified as NPA account on 30-11-2022. As the Defendant had failed to repay the outstanding amount of the loan within prescribed time period, Plaintiff Bank is entitled to recover the outstanding amount along with interest. The total outstanding amount in the loan account of the Defendant as on date 06-05-2023 is Rs.12,12,755/- which has not been repaid. Thus, as per the book of accounts of Plaintiff Bank, Plaintiff is entitled for sum of Rs.12,12,755/- at

the rate of 14% p.a. from 06.05.2023 till realization of the amount.

The Defendant had applied for availing of 'X-press Credit Facility' to the Plaintiff Bank within the jurisdiction of this Court and then after the loan was sanctioned and the Defendant has 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 Defendant at Exh.8, which was duly served on 27-11-2025. But the Defendant has neither present personally nor through his Advocate. Even after providing sufficient opportunity, the Defendant has not filed any written statement in this behalf, hence, this Court has ordered to try this suit ex-parte vide order passed below Exh.9.

[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	11

2.	Closing Pursis	22
DOCUMENTARY EVIDENCES		
1.	Original Loan Application Form	15
2.	Original Appraisal cum Sanction Report	16
3.	Original Personal Loan Agreement dtd. 24.03.2021	17
4.	Original Letter of Arrangement dated 23.03.2021	18
5.	Original Consent Form	19
6.	Original undertaking signed by the borrower to the bank	20
7.	Certified copy of Statement of Account for a period ranging from 24-03-2021 to 18-03-2026	21

[5] On perusing pleading of plaint and in absence of written statement, the following issues vide Exh.10 were framed to decide the present suit as under;

:: I S S U E S ::

- (1) Whether the Plaintiff Bank proves that, the Defendant obtained personal loan from the Account No.40095201652 ?
- (2) Whether the Plaintiff Bank proves that, the Defendant has indebted a sum of Rs.12,12,755/-?
- (3) Whether the Plaintiff Bank is entitled to recover interest on the personal loan facility ? If yes, at what interest rate ?
- (4) Whether the Plaintiff Bank 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 Partly 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. Even after providing due opportunity when the summons was served vide Exh.8. Thereafter also, the Defendant neither appeared personally nor through their pleader. Hence, the present suit proceeded ex-parte against the Defendant. It is settled rule of law that, the Plaintiff has to prove his case on his legs and cannot rely upon absence/non-appearance of the Defendant. 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.15 to Exh.20 i.e. on various agreements executed by the Defendant in favour of Plaintiff Bank against his legal debt of the Plaintiff Bank as well as certified copy of statement of account, which has been received in evidence vide Exh.21.

[8] On going through the documents which are received in evidences, vide Exh.15, it is the original application form for obtaining '*X-press Credit Loan Facility*', vide Exh.16 is a Appraisal cum Sanction Report sanctioning the credit facility, vide Exh.17 is Personal Loan Agreement executed by Defendant in favour of Plaintiff Bank, vide Exh.18 is a Letter of Arrangement, vide Exh.19 is a Consent Form, vide Exh.20 is undertaking given by the Defendant to the Plaintiff Bank deducting a sum of Rs.29,015/- per month from the salary account of the Defendant and vide Exh.21 is the Statement of Account are produced on record. All these documents i.e. the documents received in evidence vide Exhibit-15 to 20 as well as Exh.21 are not disputed by the Defendant nor has raised any questions as regards the authenticity and genuineness of the documents and his signature therein. There is not a single dispute been raised by the Defendant as regards the averments made against him by Plaintiff Bank. Further, on going through documents which have been received in evidence vide Exh.15 to Exh.20, the same bears the signature of the Defendant.

[9] As the Defendant has failed to enter his appearance and challenge the statement in the plaint within the prescribed

period and has raised no dispute even after notice being duly served upon him on 27-11-2025. It is also very well settled by the the Hon'ble Supreme Court in the case of **“Vidhyadhar V. Manikrao”** reported in AIR 1999 S.C. 1441, that where the party is not came into the witness box and not denied the averments of the plaint, court can draw adverse inference against him under U/s 114(g) of Indian Evidence Act. Also in the case of **“Adivekka & ors. V/s. Hanamavva Korm Venkatesh** and ors., reported in AIR 2007 SC 2025”, The Hon'ble Apex court in head note-A held that, U/s 114 of evidence act. Adverse inference. Non examination of party to suit. Adverse inference can be drawn against that party.

[10] On behalf of the Plaintiff Bank, the affidavit vide Exh.11 has been filed and no dispute has been raised by the Defendant against the affidavit. As stated herein-above, on behalf of the Plaintiff Bank, through its authorized signatory Ms. Urvi Trivedi has filed her affidavit vide Exh.11 and all the documents vide Exh.15 to 20 & Exh.21. 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 the Indian Evidence Act, 1872. As regards the relation between the parties, giving loan of '*X-press Credit*

Loan Facility' to the Defendant and accepting the amount of loan is not disputed by the Defendant. It has been specifically stated that, the documents on record bears the signature of Defendant. No disputes as regards the liability of the Defendant to repay the outstanding amount has been raised by the Defendant. It is also an undisputed fact that, the Defendant had obtained the credit facility. At this juncture, it is pertinent to note here that, the loan was availed by the Defendant in the year 2021 i.e. on 24.03.2021 while the suit has been filed in the year 2023. So the said suit is filed within the prescribed period of limitation. The Defendant has not raised any kind of objection as regards his signature below the documentary evidence, which are received in evidence vide Exh.15 to Exh.20 and hence, it is clear from the records that Defendant had availed loan from Plaintiff Bank, had executed necessary documents in favour of Plaintiff Bank & despite frequently, intimating and requesting Defendant, the Defendant had not regularized his loan account nor has not repaid the outstanding loan amount.

[11] As per the rules of the Indian Evidence Act, 1872, the Plaintiff has discharged his initial burden by producing the afore-stated necessary documents. But in the present case, the

Defendant has neither appeared personally through his pleader even after the notice has been dully served upon him on 27-11-2025. Also the Defendant has not presented any of evidences. Moreover, the Defendant has 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 and against Defendant. The Defendant has neither appeared before the Court nor produced any evidences, then his burden remains undischarged and hence unproved. From the aforementioned produced evidences, Plaintiff Bank has sufficiently proved that, it 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 record of this case the stipulated amount of Interest on the loan agreement as agreed Between the parties was 11.60 % . For that the principle laid down by our Hon'ble High Court in ***Central bank v/s P.R.Garments*** reported in AIR 1986 Gujarat 113

and by Hon'ble High Court of Karnatak in case of **Vijaya bank v/s S. Bhathija** reported in AIR 1994 Kant 123 is required to see, as per the above judgement, "in commercial transaction by public financial institution the contractual rate of interest should be rule and departure rare exception and in such case granting of lesser rate of interest is ordinarily ruled out. If the rate of future interest is granted at lesser rate than that of contractual rate that will amount to giving premium to those who trade upon the money of others. To reduce or deny interest would amount to penalising the creditor for approaching the court and encouraging the debtor to deliberately and unjustly prolong the litigation". Thus the rate of 11.60 % p.a. is the agreed rate of interest in the loan agreement which shall be valid for payment. Hence, following final order is passed:-

:: O R D E R ::

- (1) The suit of the Plaintiff is hereby partly **Allowed**.
- (2) The Plaintiff Bank is hereby entitled to recover Rs.12,12,755/- (Rs. Twelve Lakhs Twelve Thousand Seven Hundred Fifty-five only) from the Defendant.
- (3) The Defendant is hereby ordered to pay to the Plaintiff Bank amount of Rs.12,12,755/- (Rs. Twelve Lakhs

Twelve Thousand Seven Hundred Fifty-five only) with running interest at the rate of 11.60% p.a. from the date of the filing of suit till the realization of the said amount.

(4) The Defendant shall pay the cost of the suit and shall bear his own cost.

(5) Decree shall be drawn accordingly.

Pronounced & signed in the open Court today on this 30th day of March, 2026 at Sanand.

Date: 30-03-2026

Place: Sanand

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