Received on : 10.02.2023

Registered on : 10.02.2023

Decided on : 02.06.2026

Duration : YY – MM - DD

IN THE COURT OF ADDITIONAL SENIOR CIVIL JUDGE

At- PETLAD, Dist-ANAND.

Summary Suit (R) No. : 03/2023

(ORDER 37 of the C.P.C.)

Exh.

Plaintiff :

CANARA BANK

Head Office : Bangalore,

Branch Office : at Dharmaj, Ta. Petlad, Anand.

Through its Authorized Signatory

Mr. Nitin Kumar

Age : adult,

Versus

Defendants :

(1) Chimanbhai Punambhai Dodhiya,

Residint at, 8-71, Rampura Tasbe, Vatadara,

Ta. Khambhat, Dist Anand.

(2) Chhaganbhai Dodhiya,

Residing at, 7-187, Dodhiyapura Seem Vistar,

Vatadara, Ta. Khambhat, Dist. Anand.

s

Suit For Recovery of Rs. 60,704.50/-.

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Appearance :

Learned Advocate Mr. S. A. Teredesai for the plaintiff

Ex-parte against the defendant.

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

[1] That the plaintiff herein has instituted the present suit for recovery of **Rs.60,704.50/-** along with the interest from the defendants, till realization of payment; along with costs of this suit. The concise statement of the present case is that the plaintiff is a body corporate and registered under the Banking Companies Act, 1970. It is the case of the plaintiff that defendant no. 1 is borrower, he has borrowed money form the plaintiff for the purpose of purchasing Milch Animal (Cow) under Dairy Loan, and according to which, on 17/01/2015 loan of Rs.90,000/- has been sanctioned by the plaintiff. The defendant no. 2 is the guarantor in the present suit. Thereafter, the defendants had executed necessary documents such as application form for dairy loan, Hypothecation deed etc in favour of the plaintiff bank. The plaintiff bank has made all the efforts to recover the outstanding amount from the defendant, but the bank failed to recover such due amount, hence plaintiff bank has filed the present suit and asked relief claimed herein this suit.

[2] Defendant no. 1 and 2 were duly served with the summons issued by the Court. On service thereof summons, the defendant no.1 and 2 have not appeared before the Court either party in person or through their lawyer. Hence, this court has closed the right of leave to defence against the defendants.

[3] Thereafter, the plaintiff submitted an application for summons for final judgment vide **Exh. 07...** contending that though duly served with the summons of this suit, but defendants did not appear before the court so defendants failed to fulfill obligation on their part, hence, decree may please be passed in favour of the plaintiff under Order 37, Rule 2(3) of the Code of Civil Procedure.

[4] In the facts and circumstances of the instant case, it is necessary to refer Order 37, Rule 2(3) of the Code of Civil Procedure which reads as under :

Order, 37, Rule 2(3) : The defendant shall not defend the suit referred to in sub-rule (1) unless he enters an appearance and in default of his entering an appearance the allegations in the plaint shall be deemed to be admitted and the plaintiff shall be entitled to a decree for any sum, not exceeding the sum mentioned in the summons, together with the interest at the rate specified, if any, up to the date of the decree and such sum for costs as may be determined by the High Court from time to time by rules made in that behalf and such decree may be executed forthwith.

[5] The above provisions are mandatory in nature, and, in the present case, the defendants have not adduced any evidence in support of their defense. Furthermore, for proving its say, the plaintiff-bank has relied upon its application for summons for final judgment vide **Exh. 07...,** also supported with the documentary evidence such as **Exh.08**–application form for agriculture loan dated 17/01/2015; **Exh.09,** –Sale certificate; **Exh.10**–Cattle purchase certificate; **Exh.11**–Sanction memorandum; **Exh.12**–Agreement and deed of Hypothecation for agricultural loan; **Exh.13-** Guarantee agreement; **Exh.14-**Guarantee covering letter; **Exh.15**–Particulars of the guarantor/co-oblignat; **Exh.16**–Letter of undertaking Loans/Advances; **Exh. 17**-Letter evidencing execution of document; **Exh.18**–Particulars of vehicles / machinery / equipment / livestock etc hypothecated; **Exh.19**–Certificate of loan papers obtained; **Exh.20**–Statement of account. Looking to all these documents, it transpires that signature of the defendants are clearly seen at the relevant places.

[6] In the circumstances, there is no reason to disbelieve the version of the plaintiff-bank along with the documentary evidence adduced by them on record, more particularly, the rebuttal evidence has not adduced before this Court, hence, averments of the plaintiff-bank has become unchallenged, and, the plaintiff-bank has become entitled for decree forthwith under Order 37, Rule 2(3) of the Code of Civil Procedure.

[7] At this juncture, it is proved that plaintiff-bank has successfully established the case in their favour and there is no doubt in it.

Herein the present case, plaintiff-bank has claimed the interest as per agreement but it is highly exaggerated. However, the plaintiff-bank is a government body and doing its business in the welfare of society and the same cannot be neglected while deciding the rate of interest on the suit-amount. Therefore, this Court is of the view that, looking to the facts and circumstances of the present case, if 6% interest on the suit-amount is ordered, it will meet ends of justice. As a result, the following order is passed in the interest of justice.

: O R D E R : -

(1) The plaintiff's suit is hereby partly allowed.

(2) The defendants do pay the outstanding dues amount Rs. **60,704.50/-** to the plaintiff bank together with interest rate at the rate of **6.00%** per annum from the date of the suit till the actual realization of the decreetal amount from person and property of defendant.

(3) If Defendants have subsequently deposited any amount, the Plaintiff shall deduct the same accordingly as per Rules.

(4) Defendants do pay the costs of the plaintiff - bank as well as bear his own costs.

(5) Decree be drawn accordingly.

Pronounced and signed in the open Court today, on this 02nd day of June, 2026.

Date: 02/06/2026
Place: Petlad

(Arun J. Vasu)
Additional Senior Civil Judge
Petlad
Code No. GJ 01397

Mr. J. S. Parmar English Stenographer Gr. III