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**IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE
VAGRA, (BHARUCH)**

Regular Summary Suit No. 27/2025

Exhibit No. 08

Plaintiff:- Mr. Rahul Devda

Authorised Signatory for Union Bank of India.

Add:- Dahej, Dist:- Bharuch.

V/S

Defendant:- Mr. Prakash Shyampuri Goswami

Proprietor of M/S Mataji Fashion & Footware

Add:- 1. F-209, Sanskar Avenue, Near Suba Grand, Jolva,

Ta. Vagra, Dist:- Bharuch.

2. Swamiyo Ka Baas, Kharadi Pali, Di. Rajasthan

3. Shop No. 1, Arzoo Complex, Jolva

Ta. Vagra, Dist:- Bharuch.

Subject : Regular Summary Suit for the Recovery of Rs. 10,78,208.19/-
along with interest as per Order 37 of Code of Civil Procedure

APPEARANCE:-

For **The Plaintiff Bank** : Learned Advocate **Mr. S. A. Teredesai**

For **The Defendant** : **None**

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

- 1) The Plaintiff has filed this Summary Suit under Order 37 of the Code of Civil Procedure to recover Rs. 10,78,208.19/- (Rupees Ten Lacs Seventy Eight Thousand Two Hundred Eight & Nineteen Paise Only) along with interest and costs thereon. The Plaintiff is a registered nationalized bank under the provisions Banking Companies (Acquisition and Transfer of undertakings) Act 1970. Mr. Rahul Devda is Branch Manager for Union Bank of India, Dahej, Bharuch. The defendant is borrower, who borrowed money from the plaintiff for Cash Credit Facility for the purpose of working capital and at the request of the defendant, the plaintiff bank granted and sanctioned a Cash Credit Facility for the purpose of working capital of Rs. 6,00,000/- on 29.02.2020. It is the say of the Plaintiff that the Defendant under the Composite Agreement dated 29.02.2020 had agreed to repay the term loan of Rs. 6,00,000/- at variable rate of interest @ 10.05% P.A. That as per the last approval rate of interest as on date of the suit the outstanding amount of Rs. 10,78,208.19/- due to non-regularization of the installments the defendant is further liable for an addition overdue interest @ 2% P.A. The Defendant was bound to pay the amount of Cash Credit Facility as per the terms and conditions upon the credit withdrawal of the defendants but the defendants have not paid the installments or any amount since after 22.02.2021 and due to the breach of the agreement, the present suit has been filed by the Plaintiff for the recovery of outstanding amount of Rs. 10,78,208.19/- (Rupees Ten Lacs Seventy Eight Thousand Two Hundred Eight & Nineteen Paise Only).

- 2) As per the Rule 2 of this Order the Summons for the Appearance was served upon the Defendant on dated 20/12/2025 vide Exh. 06. It is deemed to be served duly upon the Defendants. The Defendants have

failed to appear within stipulated time. Thus the court has passed an order to close the right to leave to defence and to proceed Ex-parte. The Plaintiff has filed summons for judgment with an affidavit Vide Ex.7 and prayed for an Exparte Decree under Order 37 Rule 2(3) of CPC.

- 3) It is mandatory provision under Order 37 Rule 3 of the Civil Procedure Code that after service of the summons for appearance, the Defendant has to appear within 10 days and file an address for service of notices on him. In case of failure of the Defendant the Court has to consider this mandatory provision and pass Exparte Decree forthwith in favour of the Plaintiff.
- 4) I have perused the record and heard L.A. of the Plaintiff. It is well established that the summons has been served on the last known address of the defendant. The Plaintiff has produced documents vide Mark 3/1 to 3/8 which contains Loan application form Pradhan Mantri Yojana, Sanction Letter, Demand Promissory Note, Composite Agreement, Composite Debit Balance Confirmation, Statement of Account, The Gazette of India (Merger Letter of Andhra Bank - Union Bank of India), Authority letter of Mr. Rahul Devda (Branch Manager of Union Bank of India, Dahej Branch). The Summons of the Court has been sent to the last known address but the defendant has not remained present before the court within the stipulated time period. Therefore it creates a presumption of valid service of the summons on correct address of the Defendants. I am of the opinion that the summons for the appearance has been duly served upon the Defendants. It is on record that the Defendants have not appeared within stipulated time and the Plaintiff has right of an Exparte Decree.
- 5) The present suit has been filed by the plaintiff in terms of provision under Order 37 Rule 2(3) of CPC which provided as under: "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 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."

- 6) In view of the provisions under Order 37 Rule 2(3) of CPC, it is clear that in case the defendant does not put his appearance within the stipulated period as per law, the allegations in the plaint shall be deemed to be admitted and the plaintiff shall be entitled for a sum not exceeding the amount mentioned in the summons along with interest up to the date of the decree and costs thereon.
- 7) In the present case, the defendants have already been served as mentioned herein above and have not entered their appearance within the stipulated period as per law. Perusal of the record, it is clear that the suit has been filed within time and fulfills all the ingredients of Order 37 of CPC. In view of the above said facts that the defendant failed to make an appearance, the present suit is decreed in favour of the plaintiff and against the defendant.

-: F I N A L O R D E R :-

1. The Plaintiff shall recover from the Defendant a sum of Rs.10,78,208.19/- (Rupees Ten Lacs Seventy Eight Thousand Two Hundred Eight & Nineteen Paise Only)

2. The Plaintiff shall further recover interest on the above amount at the contractual rate of 10.05% per annum from the date of filing of the suit till realization.
3. The Defendant shall bear the cost of the Suit.
4. Decree shall be drawn accordingly.

Pronounced and signed today in open court on 24th day of March, 2026.

Date : 24.03.2026

Place : Vagra

**(Mr. R. C. Sodhaparmar)
Principal Senior Civil Judge,
Vagra
UIC : GJ01158**