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IN THE COURT OF ADDITIONAL CIVIL JUDGE,
AT JHAGADIA

R. C. S. No.:- 103/2023
Exhibit :-

Plaintiff : State Bank of India,
Jhagadia Branch,
Tal.-Jhagadia, Dist.-Bharuch.
v/s.

Defendants : 1. Niranjambhai Bhailalbhai Patel,
Occ. Farming,
Residing at: Mota Vasna
Tal-Jhagadia, District-Bharuch.

Appearance :-

Learned Advocate for the plaintiff	A. H. Pandya
Learned Advocate for the defendant	S. K. Nakoom

Subject : -Suit for recovery of Rs. 4,32,858/-.

- :: JUDGMENT :: -

1. The facts of the plaintiff's case are that the plaintiff is a authorized branch of State Bank of India, it's main function is banking activities. The plaintiff bank works under State Bank of India Act, 1955 and deals in different types of loans. It's branches are situated in all over India include this branch.
2. The defendant resides at the above mentioned address and are engaged in farming. The defendant approached the plaintiff bank on 31/05/2019, seeking a KCC loan for agricultural purposes. The bank approved a loan of Rs. 3,71,000/- and disbursed it to the defendant on the same day, upon execution of necessary documents, including a hypothecation deed, guarantee letter, and other writings.

As mentioned above, the defendant had borrowed a loan of Rs. 3,71,000/- from the plaintiff bank and subsequently increased the loan limit. They had agreed to repay the loan amount with regular interest, principal, and expenses as per the terms agreed upon. Although they made intermittent payments towards the loan, as of 21/04/2023, they still owe Rs. 4,32,858/-. Despite repeated requests, they have failed to repay the outstanding amount, making false promises and delaying the repayment. They have also committed breach of trust and cheating with the bank. The plaintiff reserves the right to take further action in this regard.

3. As per the above, the defendant failed to repay the loan amount of Rs. 3,71,000/- availed on 31/05/2019 and subsequent increments, breaching the terms and

conditions agreed upon with the bank. Despite notice, they have not paid the outstanding amount of Rs. 4,32,858/- as of 21/04/2023. The plaintiff bank's efforts to recover the amount have been unsuccessful. So, The plaintiff bank has filed this suit to recover the said amount from the defendant, and also to recover the same from the defendant's other assets and properties. Therefore, this suit is filed within the period of limitation and is not barred by the law of limitation.

4. The defendant is duly served with the summons / notice of the suit. The defendant appeared before this court and filed his written statement below Exh. 10 in which he denies the fact of the plaint and states that defendant has not received any notice and bank has not provided the correct information and filed the present suit with false charges and interest and request to reject the suit with cost.
5. The plaintiff bank produced following oral as well as documentary evidence in support of the case.

ORAL EVIDENCE :-

Sr. No.	Particulars	Exhibit
1.	Affidavit of examination-in-chief of the plaintiff's bank.	29

DOCUMENTARY EVIDENCE : -

Sr. No.	Particulars	Exhibit
1.	Account Statement.	14
2.	Loan Application form.	15
3.	Hypothecation Agreement.	16
4.	Letter of arrangement.	17
5.	Annexure A.	18
6.	Village form of 8A, Khata no. 307.	19
7.	Village form of 7/12, Block no. 37.	20
8.	Copy of Aadhar Card.	21
9.	Copy of PAN Card.	22
10.	Notice through Bank.	23
11.	Lok Aadalat Notice.	24
12.	Notice through Ld. Advocate.	25

6. The plaintiff side has filed closing pursis vide Exh- **32** stating that the plaintiff side does not wish to lead further any oral or documentary evidence.
7. There is no oral or documentary evidence is presented on behalf of defendant.
8. For determination of this suit, following issues were framed vide Exh.- **11**.

- i. Whether the plaintiff bank proves that the defendant has taken a loan of Rs. 3,71,000/- from the Plaintiff bank ?
- ii. Whether the plaintiff bank proves that the amount of Rs. 4,32,858/- is due from the defendants ?
- iii. Whether the plaintiff bank is entitled to get interest? If yes, at what rate ?
- iv. Whether plaintiff bank is entitled to get relief as sought in the suit ?
- v. What order and decree ?

10. My findings on the above issues are as under ;

Issues	Findings
Issue No.1	In Affirmative
Issue No.2	In Affirmative
Issue No.3	In Partly Affirmative
Issue No.4	In Partly Affirmative
Issue No.5	As per Final Order

REASONS & ANALYSIS : -

11. Before discussing the issues it is very important to consider the provisions of Sections 101 to 103 of the Indian Evidence Act, the primary burden of proof to prove the issues lay upon the plaintiff itself i.e. *factum*

probandum. Further, it is to be borne in mind that the suit of the plaintiff need not necessarily be decreed merely because the defendant has not filed or submitted their written statement or the matter has proceeded ex-parte. To clarify this proposition, it would be necessary to refer one of the decision of the Hon'ble Supreme Court, namely, **Ramesh Chand Ardawatiya v. Anil Panjwani** reported in AIR 2003 SUPREME COURT 2508 wherein it has been held by the Apex court of the country in para-33 that “even if the suit proceeds ex-parte and in the absence of a written statement, unless the applicability of O. 8, R. 10 of the CPC is attracted and the Court acts there under, the necessity of proof by the plaintiff of his case to the satisfaction of the Court cannot be dispensed with. In the absence of denial of plaint averments the burden of proof on the plaintiff is not very heavy. A prima facie proof of the relevant facts constituting the cause of action would suffice and the Court would grant the plaintiff such relief as to which he may in law be found entitled. In a case which has proceeded ex-parte the Court is not bound to frame issues under O. 14 and deliver the judgment on every issue as required by O. 20 R. 5. Yet the Trial Court would scrutinize the available pleadings and documents, consider the evidence adduced, and would do well to frame the 'points for determination' and proceed to construct the ex-parte judgment dealing with the points at issue one by one. Merely because the defendant is absent, the Court shall not admit evidence the admissibility whereof is excluded by

law nor permit its decision being influenced by irrelevant or inadmissible evidence”.

So as per this pronouncement of the Apex court, the necessity of the plaintiff to prove his case is not lost even if the matter has been proceeded ex parte.

ISSUE NOS. 1 & 2:-

11.1 The facts of the above issues are similar and hence, decided the same together for the sake of convenience and to avoid repetition of facts.

11.2 In the present case on behalf of plaintiff bank has filed his chief examination as per O. 18 R. 4 of Civil Procedure Code in the form of affidavit at Exh. 29 and the facts stated in chief examination is in line of Exh. 01. In support of the affidavit plaintiff has also produced documentary evidence below Exh. 14 to 25.

11.3 Against above Evidences, the defendant has not produced any oral or documentary evidence in support of his case.

11.4 Looking to the facts of the case and say of the plaintiff in chief examination at Exh. 29 , it is established that the aforementioned amount is debited in account of defendant and it also transpires that the defendant is failed to pay the said amount of Rs. **4,32,858/-** of the transaction carried out between him and plaintiff bank. The say of the plaintiff in its suit as well as in the written affidavit of chief examination at Exh. 29 is not challenged by the defendant by furnishing oral and documentary evidence.

Further, the defendant has also not cross examined the witness of the plaintiff. On the contrary plaintiff has proved its case by producing oral evidence at Exh. 29 and documentary evidence produced at Exh.14 to 25, from this it transpires that the present plaintiff has given a loan of Rs. 3,71,000/- and as per the statement of account Produced at Exh.14, it transpires that total amount of Rs. 4,32,858/- is outstanding in the account of defendant. Further, on perusing the documents produced at Ex. 14 to 25, it transpires that the defendant has executed the documents in favour of plaintiff bank for loan. Therefore, he is liable to pay the outstanding loan amount to the plaintiff bank. Hence, from the above discussion this court believes, that the plaintiff bank has given a loan to the defendant and Rs. 4,32,858/- is still outstanding in the account of the Defendant. Therefore, issue No. 1 & 2 decided in the affirmative.

ISSUE NOS. 3 :-

Further, the plaintiff bank has claimed interest @ 18% p.a from the defendants and as discussed above the defendant has failed to repay the loan amount. However, as per the provision of Sec. 34 of the Civil Procedure Code, the discretion always lies with the court for awarding interest. Looking to the present situation and circumstances if 7% interest p.a. would be awarded then it is just and proper and it will meet the end of justice. Therefore, the plaintiff bank is entitled to recover the decretal amount from the

defendant alongwith the interest @ 7% p.a. from the date of the suit till its realization. Therefore, issue No. 3 has been answered accordingly.

ISSUE NOS. 4 :-

Plaintiff has desposed in his examination in chief on affidavit that defendant was failed to repayment and notice issued through Ld. Advocate on dt. 15/03/2023 which are produced below Exh. 25. Plaintiff has filed the present suit on dt. 06/05/2023 which is within the limitation of three year period from the date of acknowledgement of the legal debt. Defendant has been failed to bring any adverse fact on record. As per the discussion of issue no. 1 to 3 plaintiff bank is entitle to recover Rs. 4,32,858/- at rate of 7% from the date of filing of present suit till it's realization. Accordingly, **issue no. 4** is decided in partly affirmative and for **issue no. 5** following final order is passed.

- : : FINAL ORDER : : -

1. The present suit of the plaintiff against the defendant is hereby partly allowed.
2. The plaintiff is entitled to recover the amount of Rs. 4,32,858/- (Rupees Four Lakhs Thirty Two Thousand Eight Hundred Fifty Eight Only) from the defendant along with interest at the rate of 7% on the said

amount, thereon from the date of filing of the suit till its realization.

3. The defendant shall pay the cost of the suit of the plaintiff and shall bear their own.
4. Decree to be drawn accordingly.

Pronounced and signed today in open court on 18th of March, 2026.

Date :- 18/03/2026

Place :- Jhagadia.

(Jaiveer Singh Rathore)
Additional Civil Judge, Jhagadia,
GJ01695