Received on: 10/03/2026
Registered on: 10/03/2026
Decided on : 09/07/2026
Exhibit no 08

IN THE COURT OF PRINCIPAL CIVIL JUDGE,VALIA,D: BHARUCH

(REGULAR SUMMARY CIVIL SUIT NO 15/2026)

Plaintiff :- **BANK OF BARODA**
A Nationalized bank constituted under provisions of Banking Companies (Acquisition and transfer of undertakings) Act 1970 having its Head office at Vadodara and one of its branches is amongst others at Valia Branch, Dist-Bharuch.
Through its Authorized Signatory
MR.RAMKISHOR SHARMA

Versus

Defendant :- **1. Mr. Kuldipsinh Hitendrasinh Parmar**
Reside at-Vaniya Faliyu, T- Ankleshwar, Dist-Bharuch

………………………………………………………………………………………

Subject:- **SUMMARY CIVIL SUIT UNDER ORDER 37 OF CPC FOR RECOVERY OF RS.1,74,361.72/- (Rupees One Lakh Seventy-Four Thousand Three Hundred Sixty-One and Paise Seventy-Two Only..)**

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APPEARANCE :-ADVOCATE

………………………………………………………………………………..

SAPAN TEREDESAI:- Ld ADVOCATE FOR THE PLAINTIFF
NONE:- ON THE BEHALF OF THE DEFENDANTS

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1. the plaintiff has filed the present summary suit against the defendant for the recovery of Rs /- **RS. 1,74,361.72/- (Rupees One Lakh Seventy-Four Thousand Three Hundred Sixty-One and Paise Seventy-Two Only..**) along with interest at the rate of 7% .

2. As per the averments of the plaint that the plaintiff is a body of corporate, constituted under the provisions Banking Companies (Acquisition and transfer of undertaking) Act 1970 having its Head office at Vadodara and one of its branches is amongst others at Valia Branch, District: Bharuch.

3. That the Defendant is the borrower Who has borrower money from the plaintiff for KISAN CREDIT CARD LOAN for the purpose of the cattle rearing for securing the payment due on advances made by the plaintiff's Kondh Branch, District: Bharuch. At the request of the defendants, the plaintiff bank had granted and Sanctioned KISAN CREDIT CARD LOAN on 31/01/2022 of Rs 1,30,000/- and in consideration the defendant executed with the documents attached here in.

3.1 That as per the Instrument of Hypothecation Agreement for Agricultural Finance dated 31/01/2022, the defendants have agreed to pay KISAN CREDIT CARD LOAN Amount of Rs 1,30,000/- (Rupees One Lakh, thirty thousand Only) with variable rate of interest @ 7%. that as per the last approved rate of interest application as on date of the suit the outstanding amount. i.e **Rs 1,74,361.72/- (Rupees One Lakh Seventy-Four Thousand Three Hundred Sixty-One and Paise Seventy-Two Only.**) that due to non-regularization of the installments the defendant is further liable for an addition overdue interest @ 2% P.A. original of the Loan Statement is attached with the suit.

3.2. That the Defendants were bound to pay the amounts of Term Loan from 31/01/2023 but the defendants have not paid the installments or any amount after 30/05/2024 to till date and have breached the Agreement executed by them. That the plaintiff has given many reminders but the defendants has not repaid any amount. Thus the plaintiff has filed present summary suit to recover Rs **1,74,361.72/- (Rupees One Lakh Seventy-Four Thousand Three Hundred Sixty-One and Paise Seventy-Two Only.)** from the defendant with interest @ 7% p.a till filing of the suit till payment along with the Overdue Interest of 2% as per the Agreement.

SUMMONS

4. The Suit has been registered and summons of summary suit was issued against the defendant as per form 4 appendix B of the Code of Civil Procedure read with Order 37 Rule 2, but the defendants has not remained present before the Court till date…

5. **Plaintiff has file following documentary evidence in favour of his suit**

1	Application for Loan	31/01/2022	Ex-09
2	Cash Memo of M/S Chhatrasinh Prabhatsinh Mahida	17/06/2017	10
3	Sanction Letter	31/01/2022	11
4	D.P.Note	31/01/2022	12
5	Composite Hypothecation Agreement	31/01/2022	13
6	Letter of Continuing Security	31/01/2022	14
7	Letter of Acknowledgement of debt	30/03/2024	15

8	Statement of Account	22/11/2025	16
9	Authority Letter of Mr Ramkishor Sharma	05/03/2026	17

6. The stage of the suit proceeded further for final arguments. I have heard Ld. Advocate on behalf of the plaintiff bank. I have also perused the records and proceeding of the case and also perused the documentary evidence produced on record.

REASONS AND FINDINGS:-

7. In accordance with the provisions of Order 37, according to the provisions defined therein, the defendant must enter an appearance before the Court within 10 days either in person or through his pleader from the date of service of summons and he has to submit his address for the service of summons/notice before the Court in accordance with Order 37 Rule 3(1) of Civil Procedure Code. The present defendant have not complied with the above provision.
8. It is pertinent to note that **consequences for failure to enter an appearance are mentioned in order 37 rule 2(3) which reads as follows:- 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, no 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 by rules made in that behalf and such decree may be executed forthwith..**
9. Wherein it is provided that in that in default of his entering an appearance the allegations made in the plaint shall be deemed to be admitted and plaintiff shall be entitled to a decree for any sum not

exceeding the sum mentioned in the summons, together with the interest at the specified rate if any and such decree may be executed forthwith.

10. It seems that the above-referred provisions are mandatory in nature, and so far as the present case is concerned, at the outset, it is to be noted here that though being duly served with the summons of the present suit, the defendant herein neither appeared personally nor through their learned Advocate, nor filed / submitted therein written objection.

11. I have perused the case papers of the suit and also heard the arguments of Learned advocate for the plaintiff. After perusing documentary evidence, which have been produced by the plaintiff at Exhibit 09 to 17 it is crystal clear that the amount is outstanding towards the plaintiff by the defendant and after giving statutory notice to defendant has not paid the said amount to the plaintiff. Hence the plaintiff has filed the present suit for recovery.

12. The plaintiff proves his case for oral as well as documentary evidence and full opportunity was given to the defendant but he has remained absent, therefore the plaintiff's case is totally unchallenged.

13. The Court has taken into consideration of the provision of Order 37, Rule – 2(3), that failure of the defendant in entering appearance with in ten days, the allegations in the plaint shall be deemed to be admitted and the plaintiff shall be entitled to decree with interest.

14. In the present suit, the prescribed notice/ summons was duly served to the defendant and he has not remained present before the Court till date and he has also not filed any Leave to Defence till today. Therefore,

from aforesaid provisions, the plaintiff is entitled to get relief, which is prayed for, hence in interest of justice, I pass the following order.

ORDER

1. The suit of the plaintiff is hereby allowed and the defendant is from his persons and properties, liable to pay the amount of **Rs 1,74,361.72/- (Rupees One Lakh Seventy-Four Thousand Three Hundred Sixty-One and Paise Seventy-Two Only.**)/- with interest at the rate of 7%p.a from the date of suit till realization of the suit till payment along with the overdue Interest of 2% as per the agreement.
2. The said amount should be paid withing 2 months from the date of passing of this judgement.
3. Decree to be drawn up accordingly

Order read and pronounced in the open Court on 9th days of July,2026.

Date 09/07/2026
VALIA

(ADILNAWAZ.M.SHAFI.SONI)
PRINCIPAL CIVIL JUDGE,
VALIA.
JUDGE CODE GJ01636