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 Exhibit no 08

IN THE COURT OF PRINCIPAL CIVIL JUDGE, VALIA, D: BHARUCH
(REGULAR SUMMARY CIVIL SUIT NO 36/2026)

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 kONDH Branch, Dist-Bharuch.

**Through its Authorized Signatory
 MR.RA, KISHORE SHARMA.**

Versus

Defendant :-

- 1. Mr. Ejajahmed Gulam Mohammad Saji
 Reside at-Parshi Faliyu, Kondh, T- Valia, Dist-Bharuch**
- 2. Mr.Kanubhai Somabhai Vasava
 Reside at:- 868, Bhilvada Faliyu,Kondh,t-Valia,
 Dist:- Bharuch**

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Subject:- SUMMARY CIVIL SUIT UNDER ORDER 37 OF CPC FOR RECOVERY OF RS.5,18,458.42/- (Rupees Five Lakh, Eighteen Thousand, Four Hundred, Fifty-Eight and Forty-Two Paise Only..)

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APPEARANCE :-ADVOCATE

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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.5,18,458.42/- (Rupees Five Lakh, Eighteen Thousand, Four Hundred, Fifty-Eight and Forty-Two Paise Only.)** along with interest at the rate of 10.25% .
 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 Kondh Branch, District: Bharuch.
 3. That the Defendant is the borrower Who has borrowed money from the plaintiff for Term Loan for the purpose of the purchasing Cows and Buffaloes for dairy purpose 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 TERM LOAN on 04/09/2018 of Rs 5,85,000/- 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 04/09/2018, the defendants have agreed to pay TERM LOAN Amount of Rs 5,85,000/- (Rupees Five Lakh, Eighty five thousand Only) with variable rate of interest @ 10.25%. that as per the last approved rate of interest application as on date of the suit the outstanding amount. i.e **RS.5,18,458.42/- (Rupees Five Lakh, Eighteen Thousand, Four Hundred, Fifty-Eight and Forty-Two Paise 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 04/10/2018 but the defendants have not paid the installments since after 22/06/2023 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.5,18,458.42/- (Rupees Five Lakh, Eighteen Thousand, Four Hundred, Fifty-Eight and Forty-Two Paise Only.)** from the defendant with interest @ 10.25% 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 BAHFKCC Loan	25/06/2018	Ex-09
2	Cash Memo of M/S Saiyed Abdul Shaikh	16/06/2018	10
3	Sanction Letter	04/09/2018	11
4	D.P.Note	04/09/2018	12
5	Hypothecation agreement for agricultural	04/09/2018	13
6	Instrument of Hypothecation of Goods	04/09/2018	14
7	Declaration cum Undertaking	04/09/2018	15
8	Declaration cum Undertaking	15/03/2024	16

9	General form of Guarantee	04/09/2018	17
10	Letter of Acknowledgement of debt	14/03/2024	18
11	Statement of Account	22/11/2025	19
12	Authority letter of Mr Ram Kishor	05/03/2026	20

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 20 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 within 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 defendants are from their persons and properties, liable to pay the amount of **RS.5,18,458.42/- (Rupees Five Lakh, Eighteen Thousand, Four Hundred, Fifty-Eight and Forty-Two Paise Only.)** /- with interest at the rate of 10.25%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 6th days of August, 2026.

**Date 06/08/2026
VALIA**

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