सत्यमेव जयते

IN THE COURT OF PRINCIPAL CIVIL JUDGE, AT: NETRANG.

REGULAR CIVIL SUIT NO. 19/2025

Exhibit:____

In the matter of :-

PLAINTIFF	**STATE BANK OF INDIA NETRANG**
VERSUS	
DEFENDANTS **NO 1.**	**SANTOSHDAN PRAVINDAN GADHVI** **B/52/SURBHI BUNGLOW, BHOLAV, BHARUCH. NEAR NARAYAN AVENUE, SAMARKHA, ANAND, 388360**

Date of institution : 27/03/2025

Date of Judgment: 1/05/2026

SUIT FOR RECOVERY OF RS. 1,18,456/- (ONE LAKH EIGHTEEN THOUSAND FOUR HUNDRED FIFTY SIX RUPEES ONLY)

APPEARANCE :-

Learned Advocate Mr. A H PANDYA for the plaintiff

NONE FOR THE DEFENDANT (EXPARTE – SUBSTITUTED SERVICE IN NEWSPAPER)

J U D G M E N T

1. Vide this Judgment, I shall decide a suit for recovery of money.

PLEADINGS:-

BRIEF FACTS OF THE PLAINT:

2. The brief facts of the plaint as alleged by the plaintiff in the plaint which are necessary for disposal of the suit are that the plaintiff bank has filed a present suit to recover an amount of **RS. 1,18,456/- (ONE LAKH EIGHTEEN THOUSAND FOUR HUNDRED FIFTY SIX RUPEES ONLY)** from the defendant. It is averred that the present defendant had asked for a loan from the plaintiff bank. As per the rules and regulations of the plaintiff bank the defendant executed the documents in favour of plaintiff bank. It is alleged that plaintiff bank provided loan to the tune of Rs. 1,85,700/- and to the defendant. Defendant failed to pay the installments of loan amount and he failed to pay **RS. 1,18,456/- (ONE LAKH EIGHTEEN THOUSAND FOUR**

HUNDRED FIFTY SIX RUPEES ONLY) against the repayment for loan availed by the defendant. In spite of several demands, defendant failed to pay outstanding amount till today. Therefore, the cause of action arose to the plaintiff bank when the defendant did not pay any money. Hence, to recover the suit amount along with interest the plaintiff-bank has filed a present suit, and prayed to decree the same. Thus, plaintiff filed the present suit for recovery of **RS. 1,18,456/- (ONE LAKH EIGHTEEN THOUSAND FOUR HUNDRED FIFTY SIX RUPEES ONLY)** along with interest and costs of the suit.

3. The summons was issued to the defendant to remain present. But it was returned unserved. The plaintiff moved an application for substituted service in newspaper vide exhibit 5 which was allowed by this court at the expense of plaintiff. the plaintiff has submitted documents vide exhibit 6 a copy of the newspaper where summons was published in the newspaper. Considering these documents the court hereby declared that the summons is served to the defendant via substituted service considering the provisions of order 5 of code of civil procedure. This court passed order below exhibit 1 on dated 16th march 2026 and case was tried ex parte.

ISSUES:

4. The court has framed the following issues at Exhibit 07 which are as follows:

Issue no 1: Whether the plaintiff proves that plaintiff is entitled to receive any amount from the defendant? If yes, how much?

Issue no 2: whether the plaintiff proves that plaintiff is entitled for any interest on the due amount? If affirmative, how much?

Issue no 3: whether plaintiff is entitled to the relief claimed for?

Issue no 4: What order and decree?

PLAINTIFF'S EVIDENCE:

5. In support of his case, plaintiff has submitted following oral as well as documentary evidences on record.

ORAL EVIDENCE:

Sr. No.	Particulars	Exhibit
1	Affidavit of deposition on behalf of plaintiff bank Mr. tarunsing as a examination-in chief.	08

DOCUMENTARY EVIDENCES:

Exhibit 3:- list of documentary evidence

Exhibit 11 bank account statement of defendant number 1

Exhibit 12 application form by defendant.

Exhibit 13 Annexure X

Exhibit 14 copy of pan card of defendant

Exhibit 15 copy of aadhar card of defendant

Exhibit 16 copy of certificate of registrar

Exhibit 17 form number 16 of defendant

Exhibit 18 personal loan agreement

Exhibit 19 arrangement letter

Exhibit 20 consent form

Exhibit 21 rent agreement copy

EXHIBIT 10 – certificate under bankers book evidence act

DEFENDANT'S EVIDENCE

NIL

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

REASONS & FINDINGS:

FOR ALL THE ISSUES:

7. The burden to prove that defendant has obtained a loan from the plaintiff bank, and also executed the documents in favour of the bank lies upon the plaintiff bank.

8. In order to prove this fact plaintiff bank has relied on above stated documents. on perusal of above documents which has been produced by the plaintiff which is contract agreement, it appears that the defendant has executed it by affixing his signatures and the document is signed by the defendant. The documentary list which has been provided by the plaintiff bank, after careful perusal of those documents there appears to be signatures of the present defendant and hence there is no doubt as to the proposition that the defendant has taken a loan from the plaintiff bank. Thus plaintiff bank have successfully proved its case.

What has been deposed by the branch manager of the plaintiff bank?

9. It is deposed that the plaintiff bank has filed a present suit to recover an amount of **RS. 1,18,456/- (ONE LAKH EIGHTEEN THOUSAND FOUR HUNDRED FIFTY SIX RUPEES ONLY)** from the defendant. It is deposed that the present defendant had asked for a loan from the plaintiff bank. As per the rules and regulations of the plaintiff bank the defendant executed the documents in favour of plaintiff bank. It is alleged that plaintiff bank provided loan to the tune of Rs 1,85,700/- to the defendant. Defendant failed to pay the installments of loan amount and he failed to pay **RS. 1,18,456/- (ONE LAKH EIGHTEEN THOUSAND FOUR HUNDRED FIFTY SIX RUPEES ONLY)**against the repayment for loan availed by the defendant. In spite of several

demands, defendant failed to pay outstanding amount till today. Therefore, the cause of action arose to the plaintiff bank when the defendant did not pay any money. Hence, to recover the suit amount along with interest the plaintiff-bank has filed a present suit, and prayed to decree the same. Thus, plaintiff filed the present suit for recovery of **RS. 1,18,456/- (ONE LAKH EIGHTEEN THOUSAND FOUR HUNDRED FIFTY SIX RUPEES ONLY)** along with interest and costs of the suit.

What it appears from the documentary evidence?

10. After perusal of the documents produced by the plaintiff this court comes to the conclusion that the deposition of the branch manager of the plaintiff bank vide exhibit 8 appears to be trustworthy due to the following reasons:

11. Further after perusal of oral and documentary evidences which has been produced by the plaintiff the bank had carried out necessary legal formalities and there are signatures of defendant. Defendant have duly signed and executed the above stated documents along with that the seal of bank and signatures of branch manager can be seen at relevant places on the above stated documents. Thus there is no doubt regarding the factum and legal formalities were duly complied by the plaintiff bank. Further after perusal of overall record of case this court is incline to give a finding that plaintiff bank have successfully

proved that the defendant is liable to pay the amount. There is no version of defence placed on record by the defendant.

12. On one hand plaintiff bank is claiming **RS. 1,18,456/- (ONE LAKH EIGHTEEN THOUSAND FOUR HUNDRED FIFTY SIX RUPEES ONLY)** as outstanding dues. Normally the outstanding dues can be proved through bank account statements. In the present case bank account statements are produced vide exhibit 11 But the same statements are print out of computer generated statement & should be proved in accordance with section 2A of Bankers book evidence act, 1891. Section 2A of the Bankers' Books Evidence Act, 1891 (18 of 1891) as inserted by the Information Technology Act, 2000 (21 of 2000) reads as under:

> Conditions in the printout.—A printout of entry or a copy of printout referred to in sub-section (8) of section 2 shall be accompanied by the following, namely:—

(a) a certificate to the effect that it is a printout of such entry or a copy of such printout by the principal accountant or branch manager; and

(b) a certificate by a person in-charge of computer system containing a brief description of the computer system and the particulars of—

(A) the safeguards adopted by the system to ensure that data is entered or any other operation performed only by authorised persons;

(B) the safeguards adopted to prevent and detect unauthorised change of data;

(C) the safeguards available to retrieve data that is lost due to systemic failure or any other reasons;

(D) the manner in which data is transferred from the system to removable media like floppies, discs, tapes or other electromagnetic data storage devices;

(E) the mode of verification in order to ensure that data has been accurately transferred to such removable media;

(F) the mode of identification of such data storage devices;

(G) the arrangements for the storage and custody of such storage devices;

(H) the safeguards to prevent and detect any tampering with the system; and

(I) any other factor which will vouch for the integrity and accuracy of the system.

(c) a further certificate from the person in-charge of the computer system to the effect that to the best of his knowledge and belief, such computer system operated properly

at the material time, he was provided with all the relevant data and the printout in question represents correctly, or is appropriately derived from, the relevant data.

17. Thus, in the present case the plaintiff bank has provided requisite certificate at exhibit 10 Hence it is revealed from bank statements that amount of Rs. 1,05,607.49/- is due to plaintiff bank from the defendant. Thus totally the plaintiff bank is entitled to amount Rs. 1,06,000/- rounded off.

What interest should be granted on the principal amount of Rs. 1,06,000/-

18. The plaintiff has claimed the interest on the outstanding amount at a very high rate. After carefully perusing the provision of Section-34 of The Code of Civil Procedure, 1908, it appears that the interest may conveniently be divided into three categories : first, interest prior to institution of suit, second, interest from the date of institution of suit to the decision of the suit and third, interest from the date of the decree till it's realisation. So far as the first category is concerned, Section-34 does not apply to interest prior to the institution of the suit and it can be awarded only when there is an agreement between the parties or mercantile usage having force of law or statutory right to interest. The matter of granting interest before institution of suit is a matter of substantive law and Section-

34 shall have no application to such interest. In this case, the plaintiff will be entitled to contractual rate of interest which is included in above mentioned amount. So far as the rate of interest on dues during the pendency of litigation is concerned, since the suit was unnecessary delayed on the part of defendant, it can very well be said that there is delay on the part of defendant in prosecuting the suit. Hence the plaintiff is entitled for relief of simple interest at the rate 6% per annum pending the litigation from the date of filing of suit. Whereas, with regard to future interest after the date of decree to date of realisation is concerned it would be legal, just and proper to consider the trend of economic and current effective rate of interest and such the plaintiff becomes entitled to get 6% simple interest per annum from the date of decree of this suit till the realisation. In toto the plaintiff is entitled to simple interest @6% per annum from the dated 27/03/2025 to the date of realization.

19. Hence, in view of the above discussion, the following final order is passed in the interest of justice.

FINAL ORDER

1. The suit of the plaintiff is hereby partly allowed
2. Present defendant is hereby ordered to pay an amount of Rs. 1,06,000/- along with 6% simple interest per annum from the

date of 27/03/2025 till the realisation of decree to the plaintiff within 3 months from the date of passing of this judgment.

3. In case of non-payment of the above amount within 3 months from the date of passing of this judgment, the plaintiff will be entitled to recover the amount from the properties of the present defendant.
4. No order as to cost.
5. Decree to be drawn accordingly.

Pronounced in the open Court today on this dated 01/05/2026

(Bharat Ramchand Lakhwani)

principal Civil Judge, netrang

Judge Code-GJ01711.