



GJBK040003842025



Received on : Dt. 16-01-2025

Registered on : Dt. 16-01-2025

Decided on : Dt. 08-04-2026

Duration :

**IN THE COURT OF ADDITIONAL SENIOR CIVIL JUDGE**  
**AT DEESA, DISTRICT BANASKANTHA**

**Regular Civil Suit No.13/2025**

**Gujarat Gramin Bank,**

**Deesa, Branch,**

**Alpeshkumar Champaklal Darji (Branch Manager)**

Age- 37, Occupation- Job

Address- Nava Deesa,

Ta- Deesa, District- Banaskantha,

**... Plaintiff**

**Versus**

**(1) Maganbhai Nathubhai Rabari (Khatana)**

Age- 63, Occupation- Agriculture

(2) **Babubhai Nathubhai Rabari (Khatana)**

Age- 47, Occupation- Agriculture

(3) **Lebabhai Nathubhai Rabri (Khatana)**

Age- 49, Occupation- Agriculture

(4) **Maganbhai Madhabhai Rabari (Khatana)**

Age- 55, Occupation- Agriculture

(5) **Rameshbhai Sedhabhai Rabari (Khatana)**

Age- 44, Occupation- Agriculture

All resides at Kamoda, Po- Nani, Ta- Lakhni, Dist-  
Banaskantha.

... **Defendant**

**Subject- Money suit to recover an amount of Rs.8,69,786.70/- full**

**Appearance :**

**Ld.Advocate for Plaintiff : H.D. Trivedi**

**Ld. Advocate for Defendant : Party Himself**

**: JUDGMENT :**

1. **Case of the plaintiffs :**

The plaintiff bank is established under the Banking Companies Acquisition and Transfer Act 1970 and its main branch is located at Vadodara and its regional office is located at Patan and one of its branches is located at Deesa. The branch manager of the plaintiff bank has signed in the plaint on the

behalf of the plaintiff bank and has got the right from the office of the regional head of the plaintiff bank.

2. The defendant No.1 to 3 has obtained loan as per the Kisan Credit card yojana and has filled the necessary forms and documents to avail the loan and the defendant No.4 and 5 signed as guarantors for the above said loan. Later the bank gave the defendant Rs.7,98,000/- as loan on the date of 29/12/2021 and a loan account was maintained by the plaintiff bank having No.736513000976 and the defendant No.4 and 5 have given necessary documents to the plaintiff bank as guarantors.
3. The defendant has mortgaged the land having survey No.524 admeasuring Hect.01-79-30 sqmtrs and land having survey No.525 admeasuring Hect. 01-54-86 sqmtrs located at village of Kamoda, Ta- Lakhni, Dist- Banaskantha to avail the said loan from the bank.
4. The bank has fixed the 9.00% annual rate of interest on the loan taken by the defendant and the defendant has also pledged to pay the interest if there is difference on the above said interest. The defendant is bound to repay the loan as per the terms and conditions of the plaintiff bank. And on the date of 06/01/2025 the defendant owed the plaintiff bank sum of Rs.8,69,786.70 paisa/- and despite this the defendant has not paid the loan amount and the plaintiff bank is forced to bring the suit against the defendant.

**: ISSUES :**

1. Whether the Plaintiff proves that it is legally entitled to recover the amount of Rs.8,69,786.70/-
2. Whether Plaintiff is entitled for the relief as prayed for ?
3. What order and decree ?
5. My findings to the above referred issues are as under:
  1. In Affirmative.
  2. In Affirmative.
  3. In Affirmative.
  4. Partly In Affirmative.
  5. As per the final order.
6. The plaintiff has produced the following documents vide Exh-4 to substantiate their case:

**Plaintiff Side:****ORAL EVIDENCE:**

<b>Sr.No.</b>	<b>Particulars</b>	<b>Exhibit</b>
1.	Examination in chief of Mr. Alpeshkumar Champaklal Darji	Exh-17

**DOCUMENTARY EVIDENCE:**

<b>Sr.No.</b>	<b>Particulars</b>	<b>Exhibit</b>
1.	Loan application	19
2.	Loan sanction letter	20
3.	D.P note	21
4.	Letter of Continuing Security	22
5.	Draft Undertaking	23
6.	Letter of Guarantee.	24
7.	Gaam namuna form 8-A of the land having account No.348	25
8.	Gaam namuna form 7 of the land having survey No.524	26
9.	Gaam namuna form 7 of the land having survey No.525	27
10.	Hakkpatrak nondh No.1981	28
11.	Debt Acknowledgment letter	29
12.	Letter of authority to file the plaint.	30
13.	Loan statement	31
14.	Authority letter	32

**Defendants side-**

7. As per **Exh-10** the defendants stage of written statement is being closed and after this right of the evidence and the right of the arguments of the defendant is stopped.
8. The Learned Advocate for the plaintiff has submitted closing pursis vide **Exh.33** Heard the arguments made by the Ld.Advocate for the plaintiff-bank. The defendant Argument stage has been closed.

9. The defendants did not adduce any evidence in the court, however, the burden to prove the case is totally on the shoulder of the plaintiff, because it is very well settled principle of law that the party has to prove his case on his own strength and can not take advantage of weakness of the opposite party. So, in the light of above referred principle, this court scrutinized the entire pleading, evidence and argument raised by Ld. Advocate for the plaintiff with microscopic view.

#### **ISSUE NO.1 to 3**

10. Issue no 1 to 3 are co-related, the same are being dealt with together as to the fact that the plaintiff proves that Rs.8,69,786.70/- (Rupees Eight Lakh Sixty Nine Thousand Seven Hundred Eighty Six and Seventy paise only) is due from the defendants. Considering the documentary evidence produced at **Exh.19 to 31**, it clearly appears and proved that the Defendant had requested the plaintiff bank for Loan and had duly applied in prescribed applications along with the requisite documentation such as Letter of Guarantee, loan application, Draft undertaking, letter of agreement etc and the said application came to be accepted by the plaintiff bank accordingly the Defendant were granted above said loan of Rs.7,98,000/- was given. All the required documentations for sanction of the loan came to be executed by the defendants in favour of the bank. It is further the case of the plaintiff bank that the Defendant is accordingly required and bound to pay the aforesaid loan along with the interest as per the terms and conditions of the applications. The

defendant had submitted all the required documents and on going through the plaint, it reveals that the manager of the Bank had filed a suit against the defendants. The same facts have been narrated by the plaintiff's witness in his affidavit U/o.18 R.4 of the code. Further,being a head of the bank,all powers are within him in case of a loan being challenged by the other side.

11. So far as this issue is concerned, it is with documentation. To prove the case, in support of the pleading and documentary evidence,the officer of plaintiff bank has filed an affidavit of evidence under 0.18,R.4 of the code at **Exh.17**. The witness declared on oath in his affidavit of chief examination that the defendant had requested for the above said loan for which, the Defendant had executed a loan agreement in the favour of the plaintiff bank. Thereafter, as Defendant did not make full payment against the loan amount therefore, the present suit is filed by the plaintiff to recover the due amount. On considering the above documents & facts, the said documents seem to be made by the bank officials in the computer generated system. There is no reason to disbelieve the said documents. In the the present case, the witness as a responsible officer of the plaintiff bank has given evidence on oath in support of books of account. The same is not challenged by the defendants. Hence, there is no reason to disbelieve the oral version of the plaintiff and documents produced by the plaintiff at **Exh.19 to 31**. Further, it is crystal clear that the defendants have mortgaged their property i.e.land having survey No.524 and survey No.525 admeasuring Hect. 01-79-30 sqmtrs and Hect.01-54-86 sqmtrs located at Kamoda, Ta- Lakhni, Dist- Banaskantha is mortgaged and the

copies of Abstract of Village Form No.7, 8-A with mortgage Entry No.1981 have been produced in which there is entry of mortgage. The same is not challenged by the defendants. Hence, there is no reason to disbelieve the oral version of the plaintiff and documents produced by the plaintiff at **Exh.19 to 31**.

12. I have gone through the entire oral as well as documentary evidence. The version made on oath by the witness is in the capacity of branch manager of the plaintiff bank. The version made on the oath by the witness has not been challenged by the defendants. Hence, there is no reason to disbelieve the evidence of the plaintiff. As discussed above, defendants have not appeared & the matter proceeded ex-parte. In the light of the above-said facts, it proves that the defendants had executed the loan papers towards the plaintiff-bank and put their property in mortgage. And as per the ledger abstract, there is due of **Rs. 1,77,803/-** against the defendants and for which the plaintiff bank is entitled to get the dues from the person as well as from the property of the defendants.
13. So, as per the above referred judgments of Hon'ble supreme court, an adverse inference is drawn against the present defendant. Hence, in absence of cogent evidence challenging the procedure of plaintiff, this court firmly believes that the defendants have not paid the due amount of loan. Thus, on the basis of oral evidence and documentary evidence, the plaintiff succeeded to prove that the loan amount is due from the defendants. Thus, after hearing the arguments of the Ld. Advocate for the plaintiff, evidence & findings to the aforesaid

issues. This court hereby decides issue No.2 in positive and passes the following final order to the Issue No.3 in the interest of Justice:

**: ORDER :**

- (1) It is hereby ordered that the defendant do pay the due amount of Rs.8,69,786.70/- (Rupees Eight Lakh Sixty Nine Thousand Seven Hundred Eighty Six and Seventy paisa only) at the rate of 6% p.a from the date institution of suit till its realization.
- (2) Defendants to bear the cost of their own as well as cost of suit of the plaintiff.
- (3) Decree to be drawn accordingly.

Pronounced the judgment in the open court today i.e.

Date- 08/04/2026  
Place- Deesa

(U.M. Ahir)  
Addl Senior Civil Judge  
UID No. GJ01473