



सत्यमेव जयते

GJBK040058842024



Received on : Dt. 28-11-2024

Registered on : Dt. 28-11-2024

Decided on : Dt. 08-04-2026

Duration :

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

Regular Civil Suit No.237/2024

Gujarat Gramin Bank

Deesa, Branch,

Through- Alpeshkumar Champaklal Darji (Manager),

Age : 37, Occupation : Job

Address- Nava Deesa,

Ta- Deesa, District- Banaskantha,

... Plaintiff

Versus

- (1) **Koli Hiruben Vasaji**
Age- 75, Occupation- Agriculture
- (2) **Koli Gamraji Vasaji**
Age- 55, Occupation- Agriculture
- (3) **Koli Dashrathji Vasaji**
Age- 44, Occupation- Agriculture
- (4) **Koli Maftaji Vasaji**
Age- 48, Occupation- Agriculture
- (5) **Koli Ranaji Vasaji**
Age- 40, Occupation- Agriculture
- (6) **Koli Karshanji Vasaji**
Age- 38, Occupation- Agriculture

All the above resides at Bhadra, Ta- Deesa, Dist-
Banaskantha

... Defendant's

Subject- Money suit to recover an amount of Rs.1,46,966/- full

Appearance :

Ld. Advocate for Plaintiff : H.D. Trivedi

Ld. Advocate for Defendant : Ex- Parte

: JUDGMENT :

1. Case of the plaintiffs :

The plaintiff bank Baroda Gujarat Gramin Bank Deesa is established under the Banking Companies Acquisition and

Transfer of Undertaking Act 1970 and its main headquarter is located at Vadodara and its regional office is located at Patan and one of its branch is located at Deesa and is engaged in the banking services and has given the right to the branch manager to sign on the suit on behalf of the plaintiff bank.

2. The defendant No.1 to 6 has availed loan under the Kisan Credit Card Yojana and the plaintiff bank on the date of 30/04/2021 has given Rs.1,05,000/- to the defendants as per the terms and conditions of the loan and a account having No.736513050737 is maintained for this loan taken. The defendant has signed on the necessary documents such as D.P. note, Hypothecation Agreement, Letter of Guarantee, Letter of Acknowledgment of Debt and availed the loan by accepting the terms and conditions of the loan and the defendant No.1 to 6 are equally liable for the payment of the loan and also the penalty interest as per the terms and conditions of the plaintiff bank.
3. The defendant's in this suit has land having survey No.151 having account No.174 admeasuring Hect.0-26-41 sqmtrs and land having survey No.161 admeasuring Hect.01-37-39 sqmtrs and land having survey No.169 admeasuring Hect.0-23-10 sqmtrs located at Bhadra village, Ta-Deesa, Dist- Banaskantha have mortgaged the above land to get the loan facility and the same mutation entry was recorded having note No.1000 at Bhadra village office and at present the encumbrance is continuing on the land owned by the defendant and in that regard the defendant has given a written guarantee to repay the installments of the loan given to him including the interest rate

as per the rules and so the defendant is liable to pay the amount of loan taken as well as the interest and the bank is entitled to sell the above mortgaged land to recover its due amount from the defendant.

4. The defendant's in this suit has not repaid the loan given to the plaintiff bank in due time. From the defendant the plaintiff bank owes the following amount and interest accrued thereafter from the date as on 05/11/2024 was Rs.1,46,966/- and despite the oral and written reminder the defendant has not paid the amount till date so the plaintiff bank is forced to bring the suit against the defendant.

According to the agreement entered into by the defendant with the plaintiff bank, the defendant is bound to pay interest and penal interest as per the rules of Reserve Bank.

: ISSUES :

1. Whether the plaintiff prove that it is legally entitled to recover the amount of Rs.1,46,966/- from defendant ?
2. Whether the 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:

1.	Examination in chief of Mr. Alpeshkumar Champaklal Darji	15
----	--	----

DOCUMENTARY EVIDENCE:

Sr.No.	Particulars	Exhibit
1.	Loan application	17
2.	Loan sanction letter	18
3.	D.P note	19
4.	Letter of Continuity Security	20
5.	Instrument of Hypothecation of Standing Crops	21
6.	Draft Undertaking	22
7.	Gaam namuna 8-A of the land having account No.174	23
8.	Gaam namuna 7 of the land having survey No.151	24
9.	Gaam namuna 7 of the land having survey No.161	25
10.	Gaam namuna 7 of the land having survey No.169	26
11.	Hakkpatrak nondh having No.1000	27

12.	Loan pledge letter	28
13.	Authority letter to file the suit	29
14.	Loan account statement	30
15.	Gazette of India	31

Defendants side-

7. As the matter has proceeded ex-parte against the defendants vide Exh-7, no evidence is brought on record by the defendants.
8. The Learned Advocate for the plaintiff has submitted closing pursis vide **Exh.32** Heard the arguments made by the Ld.Advocate for the plaintiff-bank.
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.1,46,966/-

(Rupees One Lakh Forty Six Thousand Nine Hundred Sixty Six) is due from the defendants. Considering the documentary evidence produced at **Exh.18-30**, 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 Loan Application, Hypothecation Agreement etc and the said application came to be accepted by the plaintiff bank accordingly the Defendant were granted above said loan of Rs.1,05,000 was given on the date of 30/04/2021. 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.15**. 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. Further, it is crystal clear that the defendant have mortgaged their property i.e.land having survey No.169 admeasuring Hect.0-23-10 sqmtrs located at Bhadra village, Ta-Deesa, Dist-Banaskantha have mortgaged the above land to get the loan facility and the same mutation entry was recorded having note No.1000 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.18-30** and as discussed above, the plaintiff-bank has also given oral and written notice to the defendant to pay the above sum but till date the defendant has not paid the said amount to the plaintiff bank thus the plaintiff bank has brought the suit against the defendant to recover the said amount.

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.1,46,966/-** 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.

Considering that the Defendants are agriculturists and the loan was obtained for agricultural finance, this Court finds that imposing the penal rate and high contractual interest *pendente lite* would be usurious and burdensome. To meet the ends of justice and acting within the powers conferred under **Section 34 of the CPC**, this Court deems it fit to award interest at the statutory rate of 6% per annum. Hence, the issue 1 to 3 are answered "**In Affirmative**".

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) The Defendants are hereby directed to pay, jointly and severally, the principal sum of Rs.1,46,966/- (Rupees One Lakh Forty Six Thousand Nine Hundred Sixty Six) 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 on

Date- 08/04/2026
Place- Deesa

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