GJDH020066622025

Received on : 24/09/2025
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Decided on : 20/06/2026
Duration :**00YY 08MM 27 DD**

IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE, AT DAHOD.

R.C.S No. 390/2025

Exhibit :-

PLAINTIFF : **PRADIP BAIRAGI,**
Authorized Deputy Manager of
State Bank of India, Dahod main Branch,
Age: 36 yrs**, Occupation:** Service,
State Bank of India, Dahod Main Branch,
Dist. Dahod.

V/s.

DEFENDANT : **PREMABHAI BHARTABHAI RATHOD,**
Age: 47 yrs, **Occupation:** Agriculture,
Residing at: Mota Faliya, Kharoda, Tah.Dist. Dahod.

Subject :- Suit for recovery of Rs. 2,48,264/-.

APPEARANCE:

1. Ld.Advocate for the Plaintiff - Mr. S.S.Bedvan.
2. Ex-parte for the Defendants.

JUDGMENT

(1) The plaintiff has instituted the present suit for recovery of Rs. 2,48,264/- along with rate of interest @ 12.25% till realization of payment and costs of this suit from the defendant.

(2) The facts in brief of this case are that the defendant applied for a short-term agricultural loan in plaintiff bank and after completing the formalities on 16.12.2020, the said loan of Rs.3,27,500/- was given to the defendant. It has been stated further that defendant executed relevant banking-documents and did his signature therein. The defendant used to renew the loan taken by him from time to time. and on 19/04/2022, he applied for renewal of the loan and was given a loan limit of Rs. 2,45,000/-. The defendant was not regular in paying the installments and therefore, the plaintiff bank has given several oral and written reminders/notice to the defendant. Despite of reminders the defendant has neither complied with the same nor paid any outstanding amount. Under such circumstances, plaintiff-bank is constrained to file this suit wherein it is requested to grant reliefs as prayed for in the plaint.

(3) The defendant has been duly served with the summons of the Court; but despite the due service of process defendant has failed to appear before this court either personally or through pleader. Therefore, matter proceeds ex-parte.

(4) The following oral as well as documentary evidence have been produced by the plaintiff in support of his case.

A) Plaintiff's Oral evidence:

Sr. No.	Description	Exhibit
1	Affidavit of examination-in-chief of plaintiff Pradip Bairagi	13

B) Plaintiff's documentary evident:

Sr. No.	Description	Exhibit
1	Original Copy of Loan Application	17
2	Original Copy of Letter of Arrangement	18
3	Original Copy of Loan Agreement	19
4	Original Form of Land acquisition	20
5	Statement of Account No. 240 of 8-A of village Kharoda	21
6	Statement of R.S. No. 242 of 7 of village Kharoda	22
7	Statement of R.S. No. 133/2 of 12 of village Kharoda	23
8	Statement of R.S. No. 326 of 7/12 of village Kharoda	24
9	Application of Loan Renewal	25
10	Application of Loan Revival	26
11	Notice sent to the defendant and receipt	27
12	Defendant’s Loan Statement	28
13	Copy of plaintiff’s ID Card	29
14	Closing Pursis	30

The defendant has not adduced any oral and documentary evidence on record in support of his defence.

(5) For the determination of this case, the following issues were

framed by the court vide **Ex.- 11** on 18.03.2026.

Issues

1. Whether the plaintiff proves that their Bank had provided a loan of Rs. 2,45,000/- (Rupees Two lakh forty five Thousand only) to the defendant ?
2. Whether the plaintiff proves the defendant had defaulted in the payment of loan?
3. Whether the plaintiff proves that their bank is entitled to recover Rs. 02,48,264/- along with the interest from the defendant?
4. Whether the plaintiff is entitled for the relief, as prayed for ?
5. What order and decree ?

(6) My findings upon such issues are as under:

Sr. No.	Issues
1	Affirmative
2	Affirmative
3	Affirmative
4	Partly Affirmative
5	As per final order

Reasons for the Decision

Issue No. 1 to 3

(7) Onus lies on the plaintiff to prove these issues, and all of these issues are inter-connected with each other. Hence, the same are discussed together to avoid repetition of the facts. The defendant herein has failed to appear before this Court. However, it is well settled that the plaintiff must stand on his own legs and cannot take the advantages of the defect of the defence of defendant. In such

circumstances, in the present case, the plaintiff Branch Manager, State Bank of India Pradip Bairagi have filed their affidavit-examination-in-chief, under Order 18, Rule 4 of the Code of Civil Procedure at Exh.13. Looking into it, they have supported all the facts of plaintiff's case, as I have narrated above in Para-2 of this judgment and therefore, the same facts are not reproduced here in order to avoid repetition. Moreover, in support of their version, the plaintiff bank has submitted documentary evidence at Exh. 17 to 29. Moreover, plaintiff bank is a government body and the records which are being maintained by them is in regular course of business, and unless it is shown that said record is false or prepared with malafide intention, the same cannot be doubted. Therefore, from perusal of the record of the suit with the documentary evidences submitted by the plaintiff, it is clear that the defendants had obtained loan from the plaintiff and did not repay the amount with interest. So far as the interest is concerned, from perusal of the documentary evidence more particularly on Agreement of Loan cum Hypothecation [Exh.19] & Letter of Arrangement [Exh. 18], the rate of Interest is shown to be 10.25% and the Plaintiff has claimed the interest at 12.25%. Plaintiff has not produced any cogent evidence regarding interest rate which he claimed in his plaint. Therefore plaintiff is entitled to get interest at the rate of 10.25% which is mentioned in Loan Agreement. Thus the Plaintiff is entitled to get interest at the rate of 10.25% from the date of filling of the suit till its realization of amount, which he claimed in his plaint.

(8) Therefore, looking to the nature of the dispute involved in the present suit and that the plaint is supported by documentary evidence in the form of record maintained by the plaintiff, and above detailed discussion, the plaintiff is entitled to recover the due amount of loan

of Rs.2,48,264/- with interest of 10.25% per annum from the due date till realization from the person and properties of the defendant and the present Court finds it justified to partly allow the present suit considering the merits of the case and hence, issue number 1, 2, 3 in affirmative and issue no. 4 in partly affirmative, whereas the Court passes the following final order for issue number-5.

-: O R D E R :-

1. The suit of the plaintiff is hereby allowed.
2. The plaintiff is entitled to recover the amount of Rs.**2,48,264/-**(Rupees Two Lakh Forty Eight Thousand Two Hundred Sixty Four) along with interest of 10.25% per annum from due date till realization from the defendant themselves or their movable or immovable properties.
3. The defendant shall bear his own costs and pay the costs of this suit to the plaintiff.
4. Decree be drawn accordingly.

Signed and pronounced today, on this **20th Day of June, 2026.**

Date: 20/06/2026
Place: Dahod.

(Pritesh L. Patel)
Principal Sr. Civil Judge, Dahod.
UIC: **GJ00890**

D.N. Singh