GJDH050033842025

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IN THE COURT OF ADDITIONAL SR. CIVIL JUDGE, AT JHALOD, DAHOD.

R.C.S No. 164/2025

Exhibit :-

PLAINTIFF : **SHANTILAL GANESHBHAI VANKAR,**
Authorized Deputy Manager of
State Bank of India, Jhalod Branch,
Age: 51 yrs**, Occupation:** Service,
State Bank of India, Jhalod Branch,
Ta. Jhalod, Dist. Dahod.

V/s.

DEFENDANT : **SUDIPSINH NAVALSINH DHAKIA,**
Age: 42 yrs, **Occupation:** Service,
Residing at: 28, Ashwamegh Society,
Sahkar Nagar, Dahod. Ta. & Dist. Dahod.

Subject :- Suit valued at for Rs. 6,15,228/-.

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. 6,15,228/- along with rate of interest @ 18% 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 Personal (Xpress Credit)loan in plaintiff bank and after completing the formalities on 12.04.2022 the said loan to the tune of Rs. 10,61,900/- was given to the defendant. It has been stated further that defendant executed relevant banking-documents and did his signature therein. 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 of para-8.

(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	19

B) Plaintiff's documentary evident:

Sr. No.	Description	Exhibit
1	Application for Personal loan	12
2	Personal Loan Agreement	13
3	Arrangement Letter	14
4	Copy of Aadhar Card of Defendant.	15
5	Notice given to Defendant	16
6	Status of Notice Served	17
7	Statement of Loan Account	18

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 exhibit - 08 on 29.07.2026.

Issues

1. Whether the plaintiff bank proves that Rs. 6,15,228/- is outstanding in the defendant's loan account ?
2. Whether the plaintiff bank proves that it is entitled to get interest ? If yes, at what rate ?
3. What is due to plaintiff and from whom ?

4. What order and decree ?

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

Sr. No.	Issues
1	Partly Affirmative
2	Partly Affirmative
3	Partly Affirmative
4	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's witness, Branch Manager, State Bank of India has filed his affidavit-examination-in-chief, under Order 18, Rule 4 of the Code of Civil Procedure at Exh.19. Looking into it, he has 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 his version, the plaintiff bank has submitted documentary evidence at Exh.12 to 18. Going through these documents, it appears that Exh. 12 is an application preferred by defendant for availing Personal loan before the plaintiff, Exh. 13

is the Personal Loan Agreement, Exh.14 is the Arrangement Letter, Exh.15 is the Copy of Aadhar Card of Defendant, Exh.16 is the Notice given to Defendant, Exh.17 is the Status of Notice Served to defendant. Further, the statement of loan account of the defendant at Exhibit - 18 reflect the necessary entries regarding the amount of loan and mention the name of the defendant. 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. But as far as the issue of interest is concerned no clarity has been brought on record that at what rate of interest loan was availed. In such circumstances, the Court has to decide the rate of interest as per the provision of Section 34(1) of the Code. Section 34(1) of Code is reproduced below:

> *"Where in so far as a decree is for the payment of money, the Court may in the decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the suit of the decree".*

Hence, as per the principles laid down by the Hon'ble Apex Court, above discussed provision under section 34 and the prevailing bank rate of interest and keeping in view the type of loan sanctioned to the defendants, the Court finds it proper to award interest at the rate of 6% per annum on the amount due upon the defendant.

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 the statement of account produced at Exh.18, which reflects the transaction from 12/04/2022 to 11/06/2025 and shows a closing balance of Rs. 6,11,848.26/-, this Court finds that the plaintiff has established its claim to that extent. However, the plaintiff has failed to justify the calculation of interest claimed in the affidavit of examination-in-chief at Exh.19 by producing any satisfactory explanation or supporting material. Hence, on the basis of the statement of account at Exh.18, the plaintiff is entitled to recover the outstanding loan amount of Rs. 6,11,848.26/- from the defendant, together with simple interest of 6% 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 numbers 1, 2, & 3 in partly affirmative whereas the Court passes the following final order for issue number-4.

-: O R D E R :-

1. The suit of the plaintiff is hereby partly allowed.

2. The plaintiff is entitled to recover the amount of **Rs.6,11,848.26/-** (Rupees Six Lakh Eleven Thousand Eight Hundred Forty-Eight and Twenty-Six Paise only) along with simple interest of **6%** (Six Percent) per annum from due date till realization from the defendants 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 **07th** day of **August**, **2026**.

Date: 07/08/2026
Place: Jhalod.

(Dr. I.S.Bhati)
Addl. Sr. Civil Judge, Jhalod.
UIC: GJ 01334

D.M.Aswani