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EXHIBIT NO. -

IN THE COURT OF ADDITIONAL CIVIL JUDGE, TAL. KALOL, DIST.GANDHINAGAR

Regular Civil Suit No. 21 of 2024

Plaintiff :

Bank of Baroda, Kalol Branch
through its authorized officer,
Mahendra Mill Road, Tal.Kalol,
Dist.Gandhinagar.

Versus

Defendant :

Ahesanahmed Anwarbhai Parmar
Residing at : Rahimpura,
Tal.Kalol, Dist.Gandhinagar.

Subject : Suit for recovery of outstanding amount of Rs.4,12,444.49/- with accrued interest.

APPEARANCE :

Mr.P.B.Kapadiya : Ld. Advocate for the Plaintiff
None : Ld. Advocate for the defendant

-: J U D G E M E N T :-

(1) The present application has been filed by the plaintiff for recovery of outstanding amount of Rs.4,12,444.49/- with accrued interest.

(2) The facts pertinent to the present case are as under:-

The plaintiff's bank, formerly known as Dena Bank, has merged with Dena Bank and now known as Bank of Baroda. The plaintiff is a bank duly registered under the law, having its head office at Baroda and Branch at Kalol. The plaintiff's bank is engaged in the business of finance.

The defendant required funds for his TVS auto rickshaw business and applied for a loan from plaintiff's bank. The loan of Rs.1,24,000/- was approved on 15.03.2012 at 13.25% interest per annum, repayable in 60 monthly installments. The defendant executed the necessary loan agreement on stamp paper and submitted the required document. The defendant purchased the auto rickshaw using the loan proceeds. The defendant maintained Account No.0100600021777, with the plaintiff's bank where deposits were credited and loan installment in accordance with banking rules. The defendant remains liable to repay the loan with interest as per RBI guideline and loan terms. As on date, an amount of Rs.1,20,322.19 is due towards the principal and Rs.2,92,122.30 towards interest, totaling Rs.4,12,444.49. Thereafter, despite receiving a loan, the defendant failed to repay as per the loan agreement. The plaintiff bank made several attempts to recover the outstanding dues. Further, the notice was issued through Taluka Legal Service Committee under pre-litigation proceedings under the debt relief Act, also legal notice was served through advocate Mukesh Parmar on 19.06.2018. The cause of action arose on 15.03.2012, when the defendant obtained the loan, executed the document, and received the funds, but failed to repay within the stipulated period time.

Therefore, the present suit is filed against the defendant for recovery of the outstanding of Rs.4,12,444.49/- along with interest, penalty and costs from the date of suit till realization as per bank rule.

(3) The notices/summons have been served to the defendant, but he has never remained present before the Court. The right to reply of the defendant was closed by my learned predecessor.

(4) Plaintiff has produced following oral evidence as well as documentary evidence.

ORAL EVIDENCE :-

Sr. No.	Particulars	Exh.
1.	Examination-in-Chief of Applicant i.e. Bank of Baroda Manager, Ritesh Ranjan	08

DOCUMENTARY EVIDENCE :-

Sr. No.	Particulars	Exh.
1.	A letter of lien and set off for borrowing arrangements from the borrower on 15.03.2012	11
2.	Agreement of hypothecation (to secure motor-trucks and other transport vehicles with spares Accessories, tool)	12
3.	Demand Promissory Note	13
4.	Letter of acknowledgment of debt Bank of Baroda	14
5.	Legal notice was issued to defendant by the plaintiff	15
6.	Copy of Bank statement of defendant	16
7.	Copy of Sanction letter	24
8.	Copy of NPA Report	25
9.	Copy of Bank statement of defendant	26

The plaintiff has submitted a closing purshish at Exhibit 27. The right of the defendant to cross-examination and documentary evidences was closed.

(6) Under the circumstance following points are arising for the determination of this suit at exh.7:-

1. Whether the plaintiff proves that the defendant is bound to pay an amount of Rs.4,12,444.49/- to the plaintiff?

2. Whether the plaintiff proves that the defendant failed to pay the amount as repayment of loan?

3. Whether the plaintiff-bank is entitled for the relief as prayed for?

4. What order and decree?

(7) My findings are as under :-

1. In Affirmative.
2. In Affirmative.
3. In Affirmative.
4. As per final Order.

(8) The plaintiff has submitted his written argument at Exh.19 reiterating the averments made in the plaint.

(9) Reasons for deciding all the issues are as under:-

Now, considering the entire evidence tendered by the plaintiff on record, it appears that the plaintiff has produced the loan application, loan agreement, account statement, and other documentary evidence establishing that the defendant had availed a loan of Rs.1,24,000/- with interest 13.25% from the plaintiff bank. As per the statement of account, a sum of Rs.4,12,444.49 was due and payable by the defendant on the date of filing of the suit. Therefore, the plaintiff has proved that the defendant is liable to pay the said amount. The documentary evidence on record reveals that despite availing the loan facility and executing the requisite loan documents, the defendant failed to repay the loan installments as agreed and defendant's loan account was notified as NPA account stating outstanding amount of Rs.5,16,793.60/- on the date of 12.04.2026. The NPA Account report is in record vide Exh.25.

The plaintiff bank issued reminders and legal notices, but the defendant failed to clear the outstanding dues. Hence, the plaintiff has proved the default committed by the defendant. Since the plaintiff has proved the loan transaction, execution of the loan documents, the outstanding amount, and notification off Account as NPA and the defendant's default in repayment, the plaintiff is entitled to recover the outstanding dues together with contractual and/or reasonable interest, costs, and other consequential reliefs in accordance with law. After framing the issue, the defendant did not appear and hence rights to produce evidence and arguement by the defendant were closed by this Court.

There is no reason to disbelieve the evidence produced by the plaintiff. It appears that by producing oral and documentary evidence the plaintiff has succeeded in proving the issues in its favour. Hence, the issue No.1 to 3 are answered in Affirmative.

Further looking to the documents executed by the plaintiff and defendant, as per these documents contractual floating rate of interest from the date of filing of the suit till realization of the decreetal amount. At this juncture it will be needful to produce section 34 of C.P.C. which is as under :

(1) XXXX XXXX

Provided that where the liability in relation to the sum so adjudged had arisen out of a commercial transaction, the rate of such further interest may exceed six per cent per annum, but shall not exceed the contractual rate of interest or where there is no contractual rate, the rate at which moneys are lent or advanced by the nationalised banks in relation to commercial transaction.

From the above it is clear that when there is contract between the parties for the rate of interest then the Court may award interest at such contractual rate. Here in this case, the plaintiff has produced demand promissory note vide Exh.13 in which rate of interest is mentioned as 13.50% per annum, on which the loan was sanctioned and hence with regard to rate of interest, this Court thinks that the defendant had agreed to pay the loan amount on rate of 13.50% per annum and therefore it proper to award 13.50% per annum and hence issue No.4 answered accordingly and for Issue No.4, the following final order is passed.

ORDER

1) The present plaint is hereby allowed.

2) The plaintiff is entitle to recover the outstanding amount of Rs.4,12,444.49/- from person and property of defendant.

3) The plaintiff is entitled to get 13.50% per annum from the defendant on outstanding amount till its realization.

4) The defendant is liable to pay Rs.5000/- as the cost of the suit to the plaintiff.

5) Decree be drawn accordingly.

Signed and pronounced in open Court on this 2nd day of June in the year 2026.

Date : 02.06.2026.
Place : Kalol

(Priyanka Jaymin Surti)
Additional Civil Judge, Kalol
Dist. Gandhinagar
UIC Code No.GJ01570

/mipipadwala/