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DURATION :0Y-7M-8D

IN THE COURT OF ADDITIONAL CIVIL JUDGE AT JAMNAGAR.

R.C.S. NO: 729/2025
Exh:

Bank Of Baroda,
Ranjit Road Branch,
Through Manager Shri
Swapnil Tukaram Kamble,
Age:36, **Occup:** Service
Addre.: Ranjit Road,Jamnagar**……..PLAINTIFF**

V/S.

Shabbir Husain Firozbhai Milwala,
Age: 39 **Occup.:** Business
R/o Behind Subhash Market, Vora Wad,
Mianara Fali, Jamnagar............DEFENDANT

SUB: SUIT TO RECOVER RS. 48,237/-

1. The plaintiff bank has filed the present suit against the defendant to recover RS. 48,237/-. The brief facts of the plaintiff's suit can be narrated in brief that the plaintiff bank is running it's business under

the rules and regulation designed by the Government of India and it has main office at Vadodara and doing business of banking through its various branches. Further it is alleged that the defendant applied and get Term Loan PMMY at Ranjit Road Branch on date:02/09/2020 for Rs. 1,20,000/- and has the Loan Account No. 03670600004293. On date:20/09/2025 in ledger account Rs. 48,237/- is still standing with interest. Hence, the plaintiff has served a notice through its La via RPAD on date:24/09/2025 but the defendant has not paid the said amount and has made default in payment of outstanding loan amount hence the plaintiff is constrained to file the present suit and seeking relief to order a decree in favour of the plaintiff to recover from all the immovable properties of the defendant the amount of Rs. 48,237/- remaining outstanding with the plaintiff and an interest till its realisation and the cost of the suit from the defendant accordingly.

2. The summons was duly served to the defendant vide Exh:5 but he was not appeared before the court to defend his case and therefore the suit is ordered to proceed to ex-parte against the defendant by passing an order below application vide Exh:6 filed by the plaintiff.

3. Under the circumstances, following issues have been framed for determination of the present suit.

1. **Whether the plaintiff proves that the defendant has taken a loan of Rs. 1,20,000/- from the plaintiff and has made a default in repayment of the same?**
2. **Whether the Plaintiff is entitled to get standing amount of Rs. 48,237/- with running interest till its realisation as alleged?**
3. **Whether plaintiff is entitled for the relief as claimed in the plaint?**
4. **What order and decree?**

4. The findings of the above issues are as under with the reasons thereof

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

// **R E A S O N S** //

5. ISSUES NO: 1 to 3 :

5.1 Here in the present suit enough opportunities were given to the defendant to appear after a public notice vide Exh:5. Even though defendant has not appeared before the Court to defend his case. Therefore, the matter is proceeded Ex-parte and as per Civil Procedure Code Order 8 Rule 10, and as per the ration of the judgment of the Hon’ble Supreme Court in case of

Kamleshchand Arvawatiya Vs. Anil Panjwani reported in **AIR 2003 Supreme Court Page No.2508.** In this case, the Hon'ble Apex Court has held that, "in Ex-parte proceedings the necessity of plaintiff proving his case is not lost. In a case which has proceeded Ex-parte the Trial Court would scrutinize the available pleadings and documents, consider the evidence adduced. It would do well frame the "point for determination" and proceed to construct the Ex-parte judgment dealing with the point at is one by one merely the admissibility of which is excluded by law. It should also not permit its decision being influenced by irrelevant or inadmissible evidence."

5.2 In order to prove the claim of the plaintiff the Plaintiff Bank has produced it's oral evidence through it's officer namely Swapnil Tukaram Kamble by filing an affidavit of examination-in chief under Order.18 Rule.4 of Civil Procedure Code vide Exh:9. Wherein he has reiterated the facts of the plaint accordingly the fact of plaint is supported by the witness of bank. Not only the witness has referred all the necessary document in respect of loan transaction which has been produced at the time of filing of the suit and in support of his oral evidence the witness has referred all the original/certified copies of relevant documents vide Exh.10 to Exh:19. I have perused all the documents while deciding the present suit which inspire confidence to believe that facts of the plaintiff's suit that the defendant has been applied for loan of Rs. 1,20,000/- which has been sanction by the plaintiff's bank. The plaintiff has also produced Sanction Letter, D.P.Note, Loan Cum Hypothecation Agreement, Letter of Instalment with acceleration clause, Letter of Acknowledgement, Notice, receipt of notice, Copy of Ledger Account of defendant, Adhar Card of defendant and Certificate under the provision of IT Act etc. On perusal of ledger statement of account produced vide Ex.17 shows that the outstanding amount Rs. 48,237/- are remain due to the defendant including the interest till 20/09/2025. Here it is to be noted that the summons was duly served to the defendant but he is not remain present and contest the claim of the plaintiff's suit hence, the fact of the plaint and oral as well as documentary evidence produced by the plaintiff as stated above are remain intact and unchallenged by the defendant.

5.3 The plaintiff has also claimed interest on outstanding dues to the defendant. On perusal of oral as well as documentary evidence the defendant has also executed loan agreement and as per the terms and conditions of the agreement. But as the plaintiff has not specify at which rate it seeking interest on outstanding amount so far as the rate of interest on dues is concerned, in absence of any specific rate of interest, taking into consideration Section 34 of the Civil Procedure Code, it would be legal just and proper to allow 6% interest on the due outstanding amount, therefore, in view of the above discussion, the plaintiff is entitle to recover the outstanding amount of loan of Rs. 48,237/- with interest @6%p.a. from the defendant from the date of filing of suit till the realization.

5.4 As discussed herein above the plaintiff's Bank is succeeded to prove **issues No. 1 to 3** and the answer is given in **Affirmative** and in the interest of justice for issue no. 4, pass the following final order.

O R D E R

- The plaintiff's suit is hereby **allowed.** The plaintiff's Bank is entitled to recover an amount of Rs. 48,237/- (Rupees Forty Eight Thousand and Two Hundred and Thirty Seven Only) with running interest at the rate of 6% from the date of filing of the suit till its realisation from the defendant.
- The cost of the suit bear by the defendant.
- Decree to be drawn accordingly.

Pronounced in open court today on the 30th day of July, 2026.

Date:30/07/2026.
Place: Jamnagar.

[Khushbu Mukeshbhai Bhatt]
Addil. Civil Judge
Jamnagar
(UIC NO:GJ01559)