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सत्यमेव जयते

**In the Court of Principal Senior Civil Judge,
At. Vanthali (Dist. Junagadh)**

Commercial Suit No.13/2025

Exh. :

Plaintiff :	Bank of Baroda, Head Office Mandavi, Vadodara, Branch Office Manager, Diwanpara Branch, Manavadar, Occup.: Service R/o. Manavadar, Ta. Manavadar.
Defendant:	Dharmeshbhai Savadasbhai Kargatiya, Age: 63 Yrs. Reli, Hindu, Occp. Farming, R/o. Ashopalav Soc.-3, Timbavadi, Bypass, Vachharaj Krupa, Block No.4, Opp. Satnam Gurrage, Junagadh, Ta. & Dist. Junagadh.
Appearance:	Ld. Adv. K.C. Shingala for Plaintiff. None appears on behalf of defendant (Ex-parte order was passed)

Subject : Suit to Recover amount of Rs.6,31,021.50 Ps.

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

1. The plaintiff-bank has filed the present suit against the defendant for recovery of **Rs. 6,31,021.50** Ps towards the Loan amount along with interest thereon.

2. The facts leading to this suit, in brief, are as under:-

The plaintiff is a corporate bank having its branch at Diwanpara, Manavadar. The defendant approached the plaintiff bank for a car loan, which was sanctioned for Rs. 7,00,000/- on 23/10/2019. The defendant executed necessary loan documents and agreed to repay the loan in monthly installments. The defendant failed to repay the installments regularly and committed default. Despite repeated oral and written demands, the defendant failed to repay the outstanding amount.

The defendant last made payment on 19/01/2023, and thereafter no payment has been made. The defendant also executed a revival letter dated 23/09/2022, acknowledging the liability. The plaintiff initiated pre-institution mediation, but the same failed and a Non-Starter Report dated 20/11/2025 was issued. As per the statement of account, an amount of Rs. 6,31,021.50/- is due and payable by the defendant.

3. On perusal of the record of the case, it appears that the summons of the present suit was served upon the defendant, however the defendant never appeared before the Court nor produced any written statement. Therefore, defendant's right to file written statement is closed and this suit is ordered to be heard ex-parte against the defendant by passing order below exh.1.

4. From the pleading and documents the following issues have been framed vide Ex.-07, to decide and adjudicate upon the present suit.

Issues

1. Whether the plaintiff proves that it granted loan of Rs.7,00,000/- (Rupees Seven lac) to the defendant ?
 2. Whether the plaintiff proves that it is entitled to recover Rs.6,31,021.50 Ps(Rupees Six lac Thirty One thousand and Twenty One and Fifty Paise) from the defendant?
 3. Whether the plaintiff proves that it is entitled to get the interest on the aforesaid amount? If yes, at what rate?
 4. Whether the plaintiff proves that the suit is instituted within the period of limitation?
 5. What order and decree?
5. My answers to the above issues are as under.
- (1) In Affirmative
 - (2) In Affirmative
 - (3) In partly Affirmative
 - (4) In the affirmative.
 - (5) As per final order
6. In support of his suit, the Plaintiff has submitted following oral as well as documentary evidence.

Oral Evidence

Sr. No.	Particulars	Exhibit
1.	Affidavit of Examination-in-chief of Pumalisang Gangate, Branch Manager, BOB, Diwanpara Branch, Manavadar.	08

Documentary Evidence

Sr. No.	Particulars	Exhibit
1.	Order of DLSA in Pre-Institution Case No.84/2025	10
2.	Copy of loan application filed by the defendant.	11
3.	Copy of Quotation	12
4.	Copy of loan Sanctioned letter	13
5.	Copy of D.P.Note	14
6	Copy of general guarantee	15
7	Copy of letter of installments	16
8	Copy of letters of authority	17&21
9	Copy of declaration cum undertaking	18
10	Copy of attestation memo	19
11	Copy of Hypothecation agreement	20
12	Copy of letter of acknowledgment	22
13	Copy of account statement of deft.	23

7. After leading the evidence the Ld. Advocate for the plaintiff has filed Closing pursis at Exh. 24. Defendant has not appeared or lead any evidence, an ex-parte order was passed below Exh.1.

8. I have heard Ld. Advocate Mr.K.C. Shingala for the Plaintiff and perused oral as well as documentary evidence adduced by the plaintiff. In view of the above answers to the issues, the reasons thereof are as under:

:: Reasons ::

9. **Issue no. 1 to 4:**

Considering the facts of the case on hand and as all the issues are inter related with each other, I have chosen to discuss all the issues together to avoid repetition.

10. Learned advocate for the plaintiff has submitted that plaintiff bank has proved its case by producing oral as well as documentary evidence and bank is entitled to recover the said loan amount from the defendant with interest.

11. The Plaintiff Bank's Branch Manager, has submitted his affidavit at Exh.08, wherein, he has stated that the present Defendant has availed loan from the bank and borrowed money for his personal use. I have gone through the documentary evidence produced from Exh.10 to Exh.23. It is evident from the documentary evidence that the defendant has obtained loans, by executing and signing relevant papers and not paid the loan amount with interest. Even after Notice, the Defendant chose not to pay the amount to the bank. As stated above, the Defendant has not appeared before this Court and, therefore, right of the defendant to file written statement of the plaint is closed and the matter was ordered to be heard ex-parte. Therefore, in light of the above provisions of the Civil Procedure Code, this court has no reason to disbelieve the facts narrated by the plaintiff. Therefore, the plaintiff is held entitled to obtain relief as prayed for.

12. The plaintiff has further stated that as on date, an amount totaling to Rs.6,31,021.50 Ps. is due and outstanding towards the above mentioned loans and the defendant is liable to pay the outstanding amount. Considering documents on record and evidence produced by the Plaintiff, it transpires that the Plaintiff being Manager of the Bank of

Baroda, Diwanpara Branch, Manavadar has authority to file this suit and represent the Bank before this Court. It also transpires from Exh.10 to 23 which are loan papers, that the defendant has taken car loan totaling to Rs. 7,00,000/- from the plaintiff bank. The plaintiff-bank has tried to recover the amount by giving legal notice by informing the defendant. Thenafter the plaintiff bank has also tried to recover its dues by filing Pre-Institution case in DLSA, Junagadh, but there also the defendant did not take care to remain present. In the present suit plaintiff-bank has produced relevant documentary evidence and also filed affidavit in support of its suit and the Plaintiff's evidence remains unchallenged by the Defendant's failure to submit any contradictory evidence, and there is no basis to discredit the Plaintiff's testimony. Therefore, I answer **Issue no.1 in affirmative.**

13. So far as issue no. 2 is concerned, from the evidence produced and pleadings of the Plaintiff, it transpires that the Defendant has obtained loans from the Bank and has not paid the same. Therefore, the Plaintiff is entitled to recover the amount of Rs.6,31,021.50 Ps. from the defendant. Considering the totality of the oral and documentary evidence, and given the defendant's absence and failure to provide any rebuttal, the Plaintiff's unchallenged testimony is deemed credible. I therefore find that the Plaintiff-bank is entitled to recover Rs.6,31,021.50 Ps. from the Defendant. The Plaintiff-bank has successfully proven its claim for the aforementioned amount. Accordingly, **I answer Issues No.2 in affirmative.**

14. Now, so ar as issue no.3 is concerned, the question is whether the plaintiff is entitled to get an interest on outstanding amount at the rate as prayed by the Plaintiff. Considering the principles established

by the Hon'ble Supreme Court of India regarding interest charges, interest at the prevailing rate of 6% per annum is awarded from the date of filing the suit until realization of the suit amount. Therefore, **I answer Issue No. 3 partly Affirmatively** and award interest at the rate of 6% per annum on the suit amount from the date of the suit until its realization.

15. So far as the question of limitation is concerned, the loan is stated to be granted on 23/10/2019. The letter of acknowledgement of debt is produced in the record at exhibit 22 which is stated to have been executed on 23/10/22 and the present suit is filed on 10/12/25. Which is after 3 years. However, as per the provisions contained in Section 12A of the Commercial Court Act, mentioned below:

Section 12A(3): "Notwithstanding anything contained in the Legal Services Authorities Act, 1987, the Authority authorised by the Central Government under sub-section (2) shall complete the process of mediation within a period of three months from the date of application made by the plaintiff under sub-section (1):

Provided that the period of mediation may be extended for a further period of two months with the consent of the parties:

Provided further that, the period during which the parties remained occupied with the pre-institution mediation, such period shall not be computed for the purpose of limitation under the Limitation Act, 1963 (36 of 1963)."

The period during which parties were occupied with the pre-institution mediation should not be counted. Looking to the exhibit 10 the application for pre-institution mediation was made on 08/09/2025 and was completed on 20/11/25. Hence, as per the provisions of law, excluding the period from 08/09/25 to 20/11/25, the suit is filed within

the period of limitation of 3 years from the date of signing of acknowledgement. Hence the issue is decided in the affirmative.

16. Considering the facts and circumstances and the evidence on record, the Plaintiff is entitled to get partial relief as detailed above. In the interests of justice, I answer **Issue No.5 by passing** the following final order:

: O R D E R :-

- 1) The present Commercial Civil Suit No. 13/2025 of the Plaintiff is hereby **partly Allowed**.
- 2) The Defendant is hereby ordered to pay the amount of **Rs.6,31,021.50 Ps.** (Rupees Six Lacs Thirty One Thousand Twenty One and Fifty Paise only) along with the interest @ 6% from filing of this suit, till full realization of the amount.
- 3) Looking to the facts and circumstances of the case, the defendant shall pay the costs of this suit to the plaintiff Bank and shall bear his own costs.
- 4) Decree to be drawn accordingly.

Signed & Pronounced in the open court today on this **29th Day of April, 2026**

Date : 29/04/2026
Place: Vanthali

(Anubhav Pandey)
Principal Senior Civil Judge, Vanthali
Judge Code : GJ01133