Received On :	18-06-2025
Registered On:	18-06-2025
Declared On:	16-04-2026
Duration	YY- MM -DD **00 -09 -28**

IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE, MAHISAGAR AT LUNAWADA.

R.C.S.No.122 of 2025
Exh- 27

Plaintiff :-

The Manager,
(Rajiv Bahadursingh Bharatiy)
State Bank of India,
Age-46 Years, Occupation-Service,
Kothamba Branch,
R/o. Mu. Po.Kothamba,
Tal.-Lunawada,
Dist-Mahisagar.

Versus

Defendant :-

Patel Bhikhabhai Muljibhai
Age-67 Years, Occupation- Agriculture & Business,
R/o. Mu. Ragavna Muvada,
Po.-Kothamba,
Tal.-Lunawada,
Dist-Mahisagar.

Subject : Suit for Recovery of an amount Rs.2,32,733/-.

Appearance:-

Ld. Advocate **Mr. B. R. Mahera** for the plaintiff.
Ld. Advocate **Mr. R. K. Bhoi** for the defendant.

-:: JUDGMENT ::-

1) The present suit has been filed by the plaintiff to recover of Rs.2,32,733/- from the defendant. It is the say of the plaintiff that plaintiff is a Bank constituted under The RBI Banking Act, having it's office all over in India and it's Main Office at Mumbai and amongst them one of its branch at Kothamba. It is the say of the plaintiff that the defendant is the borrower and he has borrowed money from the plaintiff for purpose of crop loan under KCC scheme. Further according to plaintiff, defendant has applied to get loan of Rs.1,64,600/- on dated 08-08-2018. On the request of defendant, the plaintiff had granted loan in consideration thereof the defendant submitted documents for executing the loan. Plaintiff has morgated their land Account No.324 Revenue Survey Nos.606/4, 606/6, 606/8, 637/4, 637/6, 637/7, 637/5, 646/2 A/paiki 2/1, 646/2b/paiki 2/2, 688/1, 728/2b/paiki 2/1, 737, 738/3, 738/5, 745/4, 746/2, 753/2. Further, according to plaintiff that the defendant is bound to repay the amount but the defendant has not paid the installments nor any amount till date and have breached the Agreement executed by him. That the plaintiff has given many reminders but the defendant has not repaid any amount. Hence, plaintiff has filed the present suit to recover the amount of Rs.2,32,733/- from the defendant.

2) The summons of the suit, Exh-7 has been duly served to the defendant, and he appeared through his learned Advocate Mr. R. K. Bhoi but he failed to file any reply to the present suit. Further, the learned Advocate for the plaintiff filed an application vide Exh.8 for closing the righ of the defendant along with for proceeding the present case as Ex-parte against the defendant as for long time the defendant failed to file any written statement or reply to the present suit. Therefore, the order below Exh.8, the suit was ordered to be proceeded Ex-parte against the defendant.

3) From the pleading, following issues have been framed.

1) Whether the plaintiff Bank proves that the defendant has taken a loan of Rs.1,64,600/- from the Bank and he has also executed the documents in favor of the Bank as alleged?

2) Whther the plaintiff Bank proves that they are entitled to recover Rs.2,32,733/- jointly and severally from person and properties of the defendant?

3) Whether the plaintiff Bank is entitled to get interest ? If yes, what rate?

4) Whether the instant suit is barred by limitation?

5) What order and decree?

4) My findings thereon are as under:-

1) In Affirmative,

2) In Affirmative,
3) In Partly Affirmative,
4) In Negative,
5) As per final order.

5) In support of the application plaintiff has also produced following oral and documentary evidence.

-:: PLAINTIFF'S EVIDENCES ::-

A. Oral Evidence:

Sr. No.	**Particulars**	**Exh.**
1.	Affidavit of examination-in-chief of Plaintiff's witness, **Mr. Rajiv Bahadursingh Bharatiy**	25

B. Documentary Evidences:

Exh.	**Details**
14	Original Copy of the Loan Application form
15	Interview cum assessment of crop loan
16	Letter of arrangement
17	Hypothecation agreement
18	Original Encumbrance Certificate
19 to 20	Original Revival letters
21	Original RPAD regarding Notice to opponent
22	Original receipt of post money
23	Track consignment
24	Statement of Bank Account
26	Closing pursis

REASONS

Issues No.01 to 04

6) Looking to the facts and circumstances and evidences submitted by the plaintiff, it seems that the all the issues are co-related with each other and therefore, to avoid the repetition of the same facts, I have discussed them altogether.

7) As per the provisions of Sec.101 to Sec.103 of the Evidence Act, the burden to prove all issues lies on the plaintiff and to prove the above issues, **Mr. Rajiv Bahadursingh Bharatiy**, who is serving as Branch Manager and officer authorized by the plaintiff bank has filed his affidavit of examination-in-chief vide **Exh.25** as per Order 18 Rule 4 of the Civil Procedure Code and reiterated the same facts as pleaded in the plaint. In support of his case, the plaintiff bank has produced documentary evidence vide **Exh.14** to **26.**

8) I have gone through the arguments advanced by the learned advocate for the plaintiff and also gone through the oral as well as documentary evidence on record and while on appreciating oral as well as documentary evidence, it is undisputed fact the defendant has borrowed loan for crop loan under KCC scheme from the plaintiff bank. Therefore, considering the above facts, the plaintiff bank has proved that the defendant has executed the said documents for availing the loan facility. Therefore, I am of the view that the plaintiff bank has succeeded to prove that

the defendants have obtained loan facility of Rs.1,64,600/- from the plaintiff bank and the defendant has accepted liability and executed all the relevant documents in favour of the plaintiff bank. On the other side, the plaintiff has proved his case by oral as well as documentary evidences. Bank has followed due procedure before advancing loan amount to the defendants. Further, as per the loan account statement of the defendant produced, it appears that Rs.2,32,733/- is due from the defendant. Hence, from the above discussion, it is clear that the plaintiff bank has advanced the loan to the defendant and the defendant have not paid outstanding loan amount of Rs.2,32,733/-.

9) The plaintiff has relied upon the copy of books of account maintained in its office during the course of business. Entry made in the statements of accounts which is averred by the plaintiff's witness on oath is relevant as per the provisions of the evidence act and therefore, in my view Sec.34 of the Evidence Act, is applicable which is read as under:

> *"Entries in the books of account, regularly kept in course of business, are relevant whenever they are refer to a matter into which the Court has to inquire, but such statement shall not alone be sufficient evidence to charge any person with liability."*

10) Considering the above legal position if any person wish to rely upon the statement of books of account, then he has to produce some corroborative evidences, in support of the facts stated therein, along with the statements of the account. Mere production of entries of the books of account, is not suffice to show the liability of the defendant. Therefore, in my view there is no reason to disbelieve evidence of the plaintiff as it is supported by other relevant documents as well as oral evidence of the plaintiff’s witness. Thus, the document which has been prepared in a capacity of a public officer, it is a best piece of evidence upon which the Court can safely rely. Hence, this Court has no hesitation to conclude that the outstanding amount shown in the loan account statement is to be recovered by the plaintiff from the defendant as legal and valid dues. Ledger maintained by the plaintiff bank during its day-to-day business. Looking to the provisions of Sections 33 to 35 of the Evidence Act as well as provision of Bankers Book Evidence Act, it is clear that the entry made in the relevant register are relevant, thus, the entry made in the statement of Bank Account No.33099542365 which is computer generated copy and referred by officer of bank in his deposition is relevant as per the provision of the Evidence Act. Therefore, when the correctness of the documents is not challenged by the defendant, the said documents are coming from the proper custody of the Bank, therefore, it is believable and trustworthy. Therefore, there is no reason to disbelieve the entire evidence produced by the plaintiff. The loan amount was sanctioned in favour of the defendant and the bank account statement is in the name of the defendant. Therefore, the defendant is liable to pay the outstanding loan amount of **Rs.2,32,733/-** to the plaintiff bank.

11) Further, the plaintiff has prayed for the due amount of loan along with the interest @ 11.50% per annum on the said amount but looking to the situation of defendant if 9% per annum is awarded then it will be just and fair interest rate under Section-34 of the Code of Civil Procedure.

12) Whether the suit of the plaintiff is barred by law of limitation? For this question provisions of Limitation should be taken into consideration. As per the law, suit for dues shall be filed within three years from the date when it becomes due. The plaintiff bank has filed present suit on dt.18/06/2025 and the account is write off on 25/03/2025 the date before filing of the suit, the present suit of the plaintiff is found within the limitation period.

13) Therefore, in view of above discussion, I answer Issue Nos.1 & 2 in "Affirmative" and Issue No.3 in "partly Affirmative" and Issue No.4 is "In Negative" based on the above reasons and findings of the issues, I pass the following order for Issue No.5.

ORDER

- The plaintiff's suit is hereby **Ex-parte partly** allowed.
- The defendant is hereby ordered and directed to deposit, in this court, the amount, of **Rs.2,32,733/-,** as along with simple interest the rate of percentage 9% (Nine) per annum, from the date of filing of this suit, till actual realization of the decretal amount from the defendant.

- If the defendant has subsequently deposited any amount, the plaintiff shall deduct the same accordingly as per rules.
- The defendant shall pay the costs of the plaintiff bank.
- Decree be drawn accordingly.

Pronounced and signed in the open court today, on date 16th day of April, 2026.

Date- 16-04-2026
Lunawada

(P. C. Soni)
Principal. Senior Civil Judge,
Mahisagar At Lunawada
(Judge code- GJ00848)