



Registered on : 26/08/2025  
Decided on : 10/04/2026  
Duration :  
Year Month Days

**IN THE COURT OF ADDITIONAL CIVIL JUDGE, PANCHMAHAL  
AT GODHRA**

---

---

**RCS No. 132/2025  
EXH - 18**

**PLAINTIFF:**

**UCO BANK  
GODHRA BRANCH  
THROUGH ITS MANAGER**

Address : Prabha road, Below Shree Ram Transport Office, Godhra

**VERSUS**

**DEFENDANT :**

**LILABEN DILIPKUMAR VANZARA**

Address : Bakkhar, Daba Faliyu, Godhra, Panchmahal

**APPEARANCES :**

---

|                                |                     |
|--------------------------------|---------------------|
| Learned Advocate for Plaintiff | : Mr. I. A. SOLANKI |
| Learned Advocate for Defendant | : NIL               |

---

**:: JUDGMENT ::**

1. The plaintiff has filed the present suit for recovery of Rs.1,57,709.40/- with interest against the defendant.
2. Brief facts of the case is as under : Plaintiff is a bank constituted under Banking Companies Act. It is contended by the plaintiff bank that at the request of the defendant, plaintiff bank sanctioned loan of Rs. 1,90,000/- on his loan on 03/09/2020 at 7.45% interest for the readymade garments business under Pradhan Mantri Mudra Loan Yojna. That the defendant accepted all terms and conditions and executed all necessary document formalities and guaranteed to pay the amount to the bank. Consequently the financial facility was

disbursed to the defendant but the defendant failed and neglected to make payments after some payment. That debt of Rs. 1,57,709.40/- is due from the defendant. That the last payment was done by defendant on 08/12/2024 of Rs. 2000/- thereafter no payment has been done by the defendant till date. That notice for the same was also issued to the defendant, inspite of the same no payment has been done by the defendant. As per the say of the plaintiff bank, the defendant has willfully defaulted and hence, the plaintiff had no other alternative except to file the present suit for the recovery of the dues.

**3. WRITTEN STATEMENT**

Upon issuing summons to the defendant, the same was duly served with summons vide Exh-5 but inspite of the said service, she failed to appear before the Court either personally or through advocate. Inspite of giving ample opportunities when the defendant didn't appear or contest plaintiff's case, then the right of participation in the present matter was closed on 11/12/2025.

**4. EVIDENCES LED BY PARTIES**

Plaintiff has produced following oral and documentary evidences to establish his case.

**ORAL EVIDENCE BY PLAINTIFF**

| <b>Sr. No.</b> | <b>Document</b>                                                                                      | <b>Exh</b> |
|----------------|------------------------------------------------------------------------------------------------------|------------|
| 1.             | Examination-in-chief of Abhimanyu Singh<br><i>i.e.</i> authorized person in favour of plaintiff bank | 8          |

**DOCUMENTARY EVIDENCE BY PLAINTIFF**

| <b>Sr. No.</b> | <b>Document</b>                  | <b>Exh</b> |
|----------------|----------------------------------|------------|
| 1.             | loan application                 | 11         |
| 2.             | Undertaking of defendant (2 nos) | 12-13      |
| 3              | Loan Sanction letter             | 14         |

| Sr. No. | Document         | Exh |
|---------|------------------|-----|
| 4       | Loan agreement   | 15  |
| 5       | Loan statement   | 16  |
| 6       | Authority letter | 17  |

## 5. ARGUMENTS BY BOTH THE PARTIES

### 5.1 BY PLAINTIFF

The Learned Advocate of the plaintiff was heard. The brief of the same are in line with the plaint and so the same has not been repeated for the sake of brevity and repetition.

### 5.2 BY DEFENDANT

Due to persistent absence of the defendant and as matter was ordered to be heard ex-parte, matter was taken up for decision.

## 6. ISSUES

To adjudicate the dispute between the plaintiff and the defendant, following issues were framed vide **Exh.10**

1. *Whether plaintiff Bank proves that the plaint has been signed and verified by the authorized person of the Bank ?*
2. *Whether the plaintiff Bank proves that they are entitled to recover Rs.1,57,709/- (Rupees One Lakh Fifty Seven Thousand Seven Hundred Nine Only) jointly and severally from person and properties of the defendants ?*
3. *Whether the plaintiff Bank proves that the defendants have duly acknowledged the debt of the plaintiff bank within the time prescribed by the law of limitation ?*
4. *Whether the plaintiff Bank is entitled to get interest ? If yes, at what rate ?*
5. *What order and decree?*

## 7. FINDINGS OF THE COURT

1. *In affirmative*

2. *In affirmative*
3. *In affirmative*
4. *In affirmative*
5. *As per final Order*

**:: REASONS ::****8.1 ISSUE NO. 1**

1. *Whether plaintiff Bank proves that the plaint has been signed and verified by the authorized person of the Bank ?*

The plaintiff bank has produced the authority letter of the authorized person of the plaintiff bank vide Exh-17. From the same and from the plaint as well as from the deposition done by the authorized person who happens to be the manager of the Godhra branch of the plaintiff bank, there is no reason to disbelieve the present issue. Hence, I answer the issue no. 1 in affirmative.

**8.2 ISSUE NO. 2 & 3**

To avoid the repetition of facts, the issue no. 2 and 3 are discussed concurrently.

2. *Whether the plaintiff Bank proves that they are entitled to recover Rs.1,57,709/- (Rupees One Lakh Fifty Seven Thousand Seven Hundred Nine Only) jointly and severally from person and properties of the defendants ?*
3. *Whether the plaintiff Bank proves that the defendants have duly acknowledged the debt of the plaintiff bank within the time prescribed by the law of limitation ?*

It is the case of the plaintiff bank that upon request of the defendant, loan of Rs. 1,90,000/- was sanctioned to the defendant under scheme. And in order to establish the same, the plaintiff bank has produced original documents of loan application, loan sanction letter as well as loan agreement along with the undertaking. From the documentary evidence, it is apparent that the defendant has indeed applied for the loan from the plaintiff bank in the year 2020.

And that loan was sanctioned and disbursed to the defendant. From the statement it appears that the last loan recovery from cash is done in the year 2024. Moreover, the defendant has not appeared through advocate has neither filed reply nor contested the plaintiff's case. From the oral as well as documentary evidence so produced, it is apparent that the defendant has applied and accordingly received the loan amount after accepting the terms and conditions of the loan sanctioned by the plaintiff bank. So keeping in mind the same, when the proceedings of the case is taken into account, she has not filed reply, cross examined the plaintiff bank nor proceeded with her evidence or argued on any point. Based on which, it is pertinent that the plaintiff bank is entitled to get the relief so claimed. Now as the defendant has given the undertaking for the said loan vide Exh-12,13 and last payment has been done in the year 2024, the present suit certainly comes within the limitation prescribed for the money recovery suit. Hence, I answer the issue no. 2 & 3 in affirmative.

**8.3 ISSUE NO. 4**

4. *Whether the plaintiff Bank is entitled to get interest ? If yes, at what rate ?*

From the oral as well as documentary evidence so produced, it is apparent that the defendant has applied and accordingly received the loan amount after accepting the terms and conditions of the loan sanctioned by the plaintiff bank. So keeping in mind the same, when the proceedings of the case is taken into account, she has not filed reply, cross examined the plaintiff bank nor proceeded with her evidence or argued on any point. Based on which, it is pertinent that the plaintiff bank is entitled to get the interest on the dues. As per the section 34 of the Code of Civil Procedure, 1908, this Court deems it fit and appropriate to determine rate of interest as 6% per annum in the interest of justice. Hence, I answer this issue in affirmative with 6% rate of interest.

**8.4** In view of the above discussion and reasons recorded, I pass following order for issue No. 5 in the interest of justice :

**O R D E R**

- 1) Suit of the plaintiff is hereby partly allowed.
- 2) Defendant is hereby ordered to pay sum of Rs. 1,57,709.40/- (Rupees One Lakh Fifty Seven Thousand Seven Hundred Nine and Forty paisa only) at the rate of 6% p.a. from date of institution till its realization, failing which the plaintiff will be entitled to recover the decretal amount from the movable and immovable properties of the defendant, according to law.
- 3) The cost of the suit is to be borne by the defendant.
- 4) Decree to be drawn accordingly.

*Pronounced and signed in open Court today on 10<sup>th</sup> April, 2026*

**DATE : 10/04/2026**

**(JINSY JOSEPH THARAYIL)  
ADDITIONAL CIVIL JUDGE  
GODHRA, PANCHMAHAL  
GJ 01652**