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**IN THE COURT OF PRINCIPAL SENIOR CIVIL
JUDGE & ADDITIONAL CHIEF JUDICIAL
MAGISTRATE, OLPAD, DIST. SURAT**

Commercial Civil Suit No. 32/2025

Exh.

Plaintiff: **Bank of Baroda,
Kim Branch, Surat.**
Through its Chief Manager,
Pratik Saxena
Address: Bank of Baroda, Kim Branch, Olpad,
Surat.

Versus

Defendant: **Dilipbhai Kantibhai Rami**
Address: G-803, Rushi Vihar Town City, Parvat Patiya,
Surat-395010.

Appearance: Ld. Advocate M. B. Chunawala for the Plaintiff.
Ex-parte against the Defendant.

SUIT FOR RECOVERY OF Rs. 4,81,978.29/-.

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

1. The brief facts of the Plaintiff's suit are that, the Plaintiff-Bank is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act,

1970, having its Head Office at Baroda, and one of its branches, is situated at Kim, Olpad, Surat.

2. The Plaintiff has filed commercial pre-litigation mediation application under section 12-A of the Commercial Court Act on 25/10/2024 and the District Legal Service Authority, Surat issued Form No. 3 Non-Starter Report on 12/03/2025. Hence, the Plaintiff has preferred the present suit.
3. The Plaintiff-Bank has stated that, the Defendant has availed a Personal loan facility of Rs. 4,90,000/- [In words Rupees Four Lacs Ninety Thousand Only] from the Plaintiff-Bank, on 07/11/2022. The Defendant has agreed to pay interest at the rate of 14.30% per annum with monthly rest at the Bank's Ruling rate prevailing from time to time with monthly rest on the same day and it is as per the term and condition of the contract. The Defendant was operated the said financial facilities with account No. 02840600004453. The Defendant has to repay the said term loan by 48 monthly installments of Rs. 13,464/-.
4. It is further submitted that, the Defendant has executed necessary documents on 07/11/2022 drawn in favour of the Plaintiff-Bank and delivered the same to the Plaintiff-Bank for the purpose of securing the said facility.
5. The Defendant is not operating the said account satisfactorily and as per the terms and conditions and not paying the installment regularly. The Defendant has failed to maintain the financial discipline in the loan account and further failed to adhere the terms and conditions of the sanction. The Defendant has committed breach of terms of loan agreement. The Defendant has failed to fulfill their

promises. The Defendant has cheated the Plaintiff-Bank with intention of ulterior and malafied motive. After availing the said Loan the Defendant has not paid installments regularly. The said account became irregular and further was classified as NPA on 08/01/2024. As per the guidelines of Reserve Bank of India. That Defendant did not pay the outstanding even after giving several assurances.

6. It is further stated that, the Plaintiff maintains the regular statement of account and the balance outstanding in the said loan account as on 22/06/2025 is Rs. 4,81,978.29/- inclusive of interest and expense. The Defendant is liable to pay to the Plaintiff-Bank together with agreed rate of interest / unapplied / unserviced interest from NPA date. In spite of repeated demands and request, the Defendant is not making the payment of the said balance and paying up the dues. Hence, Plaintiff-Bank send served letter / notice to the Defendant and also made correspondences, which were received by the Defendant. In spite of the said notice / letter, the Defendant has failed to comply with the said notice and failed to make payment to the Plaintiff-Bank. Hence, the Plaintiff-Bank has filed this suit against the Defendant for recovery of the amount due together with running interest and costs with monthly rests till realization thereof.
7. It is further stated that, the cause of action for the filing of this suit arose on 07/11/2022 when the Defendant has availed the said personal loan facility and executed Personal Loan Agreement and other relevant documents on the same day and thereafter from time to time when the Defendant operated the account/paying installments and utilized the

facility and when the Defendant has made the last transaction in the said account on 31/12/2024 and when served the Letter/notice to the Defendant and they failed to comply the same and when the Defendant cheated to the Plaintiff-Bank and thereafter from time to time and this suit is not barred by law of limitation and the Plaintiff-Bank has prayed in para – 15 of the suit.

"15. Hence the Plaintiff prays that:-

1. The decree may please be passed in favour of plaintiff for the recovery of Rs. 4,81,978.29/- being the balance of the said loan from the Defendant together with interest at the agreed rate @ 14.30% from the date of filing of this suit till its realization with Plaintiff and also from all movable and immovable properties / persons of the Defendant.
2. Order may please be passed to defendant to disclose his all personal properties.
3. Any other relief/s which the Honorable Court deems fit may also be awarded.
4. The cost of this suit may please be awarded from the Defendant."

The Defendant's Reply / Written Statement:

8. After the suit was filed, an order was issued to issue summons to the Defendant, which was received by Parulben D. Rami, on behalf of the Defendant. As per which the Defendants received the summons on 08/10/2025. However, the Defendant did not appear before this Court either personally or through his counsel. Therefore, it was ordered that the suit against him, be tried as *Ex-parte*.

9. For determination of the suit, this court has framed some issues vide Exh. 6 on dt. 19/11/2025.
1. Whether the plaintiff proves that the plaintiff is entitled to recover the amount Rs. 4,81,978.29/- as alleged by the plaintiff ?
 2. Whether the plaintiff is entitled to recover the interest @ 14.30% upon the capital amount till realization of the suit ?
 3. Whether the plaintiff is entitled for the reliefs as sought in para-15 of the plaint ?
 4. What order and decree ?
10. My replies in accordance with above stated issues:
1. In Affirmative.
 2. In Affirmative.
 3. In Affirmative.
 4. As per the Final Order.

Documentary evidences submitted by the Parties:-

11. The Plaintiff-Bank has submitted its evidences, are as under:

-:: Oral Evidence ::-

Sr. No.	Exh.	Particulars	Date
1	08	Examination-in-Chief of Chief Manager - Pratik Saxena.	21/02/2026

-:: Documentary Evidences ::-

Sr. No.	Exh.	Particulars	Date
1	10	Certified copy of statement of account	-
2	11	Certificate u/s 65B of Bankers Book of Evidence Act and Indian Evidence Act	-

3	12	Sanction Letter	07/11/2002
4	13	D. P. Note	07/11/2002
5	14	Letter of Installment with acceleration clause	07/11/2002
6	15	Letter of Authority to make payment directly to the dealers	07/11/2002
7	16	Declaration-Cum-Undertakings-Cum-Authority	07/11/2002

12. Thereafter, the Plaintiff-Bank has produced closing pursis for the evidence at Exh. 17. The Defendant has neither appeared personally nor his Advocate before this Court. Hence, the suit against him, is ordered to be proceeded as *Ex-parte*. This Court has appreciated the oral arguments of the Plaintiff-Bank, thereafter.

13. For the determination of the above framed issues, my reasons are as under:

" R E A S O N S "

Point No. 1 to 4 :-

14. All the issues are inter-connected and with a view to avoid repetition of the same and similar facts and evidences, these issues are decided together.
15. The Chief Manager on behalf of the Plaintiff-Bank - Pratik Saxena has submitted her claim and prayers in the affidavit vide Exh. 08.
16. Furthermore, on behalf of the Plaintiff-Bank, Pratik Saxena has produced oral arguments vide Exh. 08, Certificate copy of statement of account vide Exh. 10, Certificate u/s 65B of Bankers Book of Evidence Act and Indian Evidence Act vide Exh. 11, Sanction Letter vide Exh. 12, D. P. Note vide Exh. 13, Letter of installment with acceleration clause vide

Exh. 14, Letter of Authority to make payment directly to the dealers vide Exh. 15, Declaration-Cum-Undertakings-Cum-Authority vide Exh. 16, in support of his oral evidences. It appears from the above submission that, the Defendant has applied for the Personal loan facility for Rs. 4,90,000/-. The Defendant has not repay the said amount according to the rules and regulations, and Rs. 4,81,978.29/- is total amount of the said loan facility, is remaining to pay to the Plaintiff-Bank by the Defendant. The Defendant was liable to pay the said amount to the Plaintiff-Bank, though, he does not pay the said amount to the Plaintiff. Despite of repeated demands and communications for the said facility amount, the Defendant did not remit the amount to the Plaintiff-Bank. Hence, the Plaintiff-Bank has filed the present suit.

17. The Defendant neither filed any reply/objection nor submitted any oral/documentary evidence against this suit. So, there is no apprehension in support of the Plaintiff's oral and documentary evidences to the present suit.
18. It is submitted that, the Defendant has not filed his reply or objection against this suit. And also, the Defendant has not submitted any oral or documentary evidence to prove that he has repaid the said amount to the Plaintiff-Bank. So, the Defendant is liable to pay the amount of Rs. 4,81,978.29/- for the financial facility. It appears that, the Defendant has given an undertaking to the Plaintiff-Bank to pay interest at the rate of change from time to time, as per the agreement entered into with the Plaintiff-Bank. In the present suit, the Plaintiff-Bank has sought agreed interest at the rate of 14.30%. Furthermore, this suit is registered on 18/09/2025,

the personal loan was sanctioned on 07/11/2022 and according to the present suit, it is appeared that the present suit is not barred by without prejudice to any other law. Considering the facts and oral and documentary evidences submitted by the Plaintiff-Bank, Issue Nos. 1 to 3 are given in affirmative and reply of Issue No. 4 as the final order:

-:: O R D E R ::-

1. The suit of the Plaintiff is hereby "**Allowed**" and it is decreed that, the Plaintiff-Bank is entitled to recover the due amount from all the movable and immovable properties of the Defendant's amounting to **Rs. 4,81,978.29/- (Rupees Four Lacs Eighty-One Thousand Nine Hundred Seventy Eight and Twenty-Nine Paisa only)** at the rate of 14.30%, **from the date of institution of the present suit, till the actual realization.**
2. The Defendant is ordered to pay the outstanding amount to the Plaintiff-Bank within a period of **3 months**, from **the receipt of this order.**
3. The Defendant shall bear all the costs of the suit of the Plaintiff's and the Defendant's.
4. Drawing decrees according to decrees.

Signed & Pronounced in the open Court on 07th of May, 2026 at Olpad, Surat.

Date: 07/05/2026
Place: Olpad.

(Smt. N. D. Sharma)
Principal Senior Civil Judge &
Addl. Chief Jud. Mag., Olpad.
Code No. GJ00555