IN THE COURT OF GULSHAN VERMA
CIVIL JUDGE (JUNIOR DIVISION),
(UID No. HR-0520) BILASPUR

Filing No. : CS-1077-2021.
CNR No. : HRYNA001078-2021.
CIS No. : CS-972-2021
Date of Institution : 01.10.2021.
Date of Decision : 08.07.2026.

State Bank of India, a Body Corporate constituted under the State Bank of India Act, 1955, having its Central Office at Madam Cama Road, Mumbai and a branch office at Mussimble, Tehsil Jagadhri, District Yamuna Nagar through its Branch Manager Ms. Sucheta Nagra.

----- Plaintiff.

versus

1. Mangat Ram son of Nandu,
2. Naresh Kumar son of Mangat Ram,
3. Jasvinder son of Mangat Ram,

all residents of village Mahmudpur, P.O. Bherthal, Tehsil Chhachhrauli, District Yamuna Nagar.

----- Defendants.

SUIT FOR RECOVERY

Present: Shri Pardeep Walia, Advocate for plaintiff.
Defendants exparte VOD 08.10.2025.

JUDGMENT:

The present suit is a suit for recovery of Rs.3,95,809/- alongwith interest.

Plaintiff's Case in Plaint:-

2. The facts around which the controversy is involved do not require big canvass and are recapitulate herein below that on 14.06.2017,

the defendants approached the plaintiff bank for the financial assistance of Rs.2,65,000/- under KCC limit. On his request, the plaintiff bank sanctioned & disbursed the same to the defendants after due & necessary verification of documents and against hypothecation of crop and mortgage of total agriculture land measuring 11K-06M. The rate of interest at the time of sanction & disbursement was rising and falling therewith or at such other rate as may be decided by Bank from time to time, with a minimum of 7% per annum with half yearly rests of KCC limit upto Rs.3,00,000/- and rate of interest above limit amount of Rs.3,00,000/- was fixed as 11.25% per annum with half yearly rests. The defendants also executed many security documents. But the defendants defaulted to which the several legal notices were served but no avail. However, the plaintiff again requested to repay the balance amount along with interest but the genuine request of the plaintiff fell on deaf ears. Now a sum of Rs.3,95,809/- along with interest and future interest is due and outstanding against the defendants. Hence, necessity arose to file the present suit.

3. Notices of the suit were given to the defendants, who failed to appear and accordingly they were proceeded against *exparte* vide order dated 08.10.2025.

Plaintiff's evidence:-

4. Thereafter, the plaintiff was called upon to lead its *exparte* evidence and the plaintiff in order to prove the case, has adduced following evidences:-

<u>Oral Evidence</u>

PW1	Anil Kumar, Branch Manager

<u>Documentary Evidence</u>

Ex.P1	Loan application for KCC limit
Ex.P2	Letter of arrangement.
Ex.P3	Hypothecation agreement.
Ex.P4	Declaration under Section 4(1) of the Haryana Agricultural Operation and Misc. Provisions (Banks) Act, 1973.
Ex.P5	Legal Notice dated 10.07.2020.
Ex.P6	Postal receipt.
Ex.P7	Account Closure Enquiry.

Following this, *exparte* evidence on behalf of plaintiff was closed by the Manager of the plaintiff-bank vide his separate recorded statement dated 10.03.2026.

<u>Observations and discussion of evidences:</u>-

5. Heard at length and the Court has gone through the record very carefully and minutely with his kind assistance. The findings along with reasons thereof are as follows:-

6. The burden of proving its case was upon the plaintiff. The plaintiff in order to discharge the said burden in its favour has examined Shri Anil Kumar, Branch Manager as PW1, who in his evidence tendered his duly sworn affidavit i.e. Ex.PW1/A, vide which he reiterated the contents of the plaint *in toto* which are not repeated herein for the sake of brevity. Besides doing so, he also proved several documents as Ex.P1 to Ex.P7 respectively.

Findings of the Court:-

7. Hence, after the careful scrutiny of the evidence brought on record by the plaintiff in the present case, this Court is of the confirmed and considered view that the plaintiff bank has make out a *prima facie* case in its favour. In this regard, it is pertinent to mention here that the plaintiff bank by getting examined Shri Anil Kumar, Branch Manager of the plaintiff-bank as PW1 and further by proving on record the loan application as Ex.P1 has been able to prove that the defendants had indeed approached the plaintiff bank on 14.06.2017 for availing of loan facility in the sum of Rs.2,65,000/- under KCC scheme. Here, it is also pertinent to mention that the plaintiff bank by further proving on record letter of arrangement as Ex.P3, hypothecation agreement as Ex.P3, Declaration under Section 4(1) of the Haryana Agricultural Operation and Misc. Provisions (Banks) Act, 1973 as Ex.P4, has been further *prima-facie* able to prove that the defendants had availed the said loan facility against mortgage of their land measuring 11K-6M, as fully detailed in the head note of the plaint. Further, the plaintiff bank by placing on record the copy of legal notice as Ex.P5 & postal receipt as Ex.P6 has been able to prove that the plaintiff bank sent intimation to the defendants to pay the installments else the assistance of the court would be taken but this fails to make any effect on the defendants. Nay, the plaintiff bank by further proving on record Account Closure Enquiry of account pertaining to the loan amount of the defendants as Ex.P7 has been further able to *prima-*

facie prove that at present a sum of Rs.3,95,809/- is due and payable by the defendants towards the plaintiff bank.

8. So far as the question of limitation is concerned, the present suit was filed on 01.10.2021. As per the plaintiff, the loan was sanctioned and disbursed to the defendant on 21.07.2017. To prove the factum that the suit is within limitation, the plaintiff has relied upon Declaration under Section 4(1) of the Haryana Agricultural Operation and Misc. Provisions (Banks) Act, 1973 Ex.P4. So, as per Article 62 of Limitation Act, the suit to recover payment of money secured by mortgage can be filed within twelve years and hence, it is held that the present suit is within limitation.

9. Moreover, neither defendants nor any one on their behalf has appeared and evidence led on record by the plaintiff has remained un-rebutted, un-controverted and un-challenged against the defendants, who have not come forward to take any kind of stand by appearing in the present case, meaning thereby that they have nothing to say against the pleas taken by the plaintiff and evidence led on record.

10. Accordingly, the plaintiff bank has been able to stand on its own legs and has been able to discharge the burden of proving its case in its favour. However, considering the fact that the rate of interest is very high for the defendants being a farmer, therefore, the rate of interest is to be calculated nine percent per annum on the decreed amount from the date of institution of the present suit till its realization.

Gulshan Verma
CJ(JD)/Bilaspur/08.07.2026.

Conclusion:- (Decreed)

11. Hence, in consonance with the foregoing discussion this Court is of the confirmed and considered view that the plaintiff bank has been able to make out a *prima-facie* case in its favour and therefore, the suit of the plaintiff succeeds and is hereby decreed *exparte* with costs to the effect that plaintiff bank is entitled to recover an amount of Rs.3,95,809/- with simple interest @ 9% per annum from the date of filing of suit till the realization of loan amount from the defendants, jointly as well as severally. Defendants shall make the payment of aforesaid amount to the plaintiff bank within six months failing which plaintiff bank shall be at liberty to recover the amount by way of sale of mortgaged property of defendants as detailed in the head note of the plaint. In case, amount of sale proceeds remains deficient to satisfy the decreetal amount, then plaintiff bank may recover balance amount from other property of defendants. Decree sheet be drawn accordingly. File be consigned to record room after due compliance.

Announced in open Court
Dated.08.07.2026.

(Gulshan Verma)
Civil Judge (Jr.Divn.)
(UID NO. HR-0520)
Bilaspur

Note: All the six (06) pages of this judgment have been dictated, checked and signed by me.

(Gulshan Verma)
Civil Judge(Jr. Divn.)
(UID No. HR-0520)
Bilaspur.

Gulshan Verma
CJ(JD)/Bilaspur/08.07.2026.

DEVI DAYAL
"I attest to the accuracy and authenticity of this document."