

PBGDA00006062021



Presented on : 04-05-2021
Registered on : 04-05-2021
Decided on : 30-10-2023
Duration : 2 years, 5 months, 26 days

IN THE COURT OF
Additional Civil Judge (Senior Division) AT Batala,Gurdaspur
Presided Over by Ms.Vineeta Luthra

CS/490/2021

Case Type	Civil Suit
Case No.	111 of 2021
Registration number	CS-490-2021
Filing Number	606/2022
CNR number	PBGDA00006062021
Date of Institution	04.05.2021
Date of decision	30.10.2023

Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act No.40 of 1980 having its Head Office at Central office at 21, Bank Square, Rajindera Place, New Delhi with Zonal Office for the District at Gurdaspur and a branch office at Cinema Road, Batala Tehsil Batala, Distt. Gurdaspur through Smt. Manju Bala, Sr. Manager Pb & Sind Bank, Gurdwara Sri Kandh Sahib Batala, Tehsil Batala, Distt. Gurdaspur and Sh. Gurjeet Singh Sr. Manager Pb & Sind Bank, Gokhuwal, Tehsil Batala, Distt. Gurdaspur.

.....Plaintiff

Versus

Gurmeet Kaur w/o Amarjit Singh R/o Village Bal Purian, Tehsil Batala District Gurdaspur.

....Defendant

Suit for recovery of Rs.73,077.78P/- account of Principal, interest and incidental charges upto 26.02.2021 with cost of suit and pendentialite and future interest from the date of suit till realisation at the rate of 10% P.A with monthly rests.

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Present : Sh. Gurdeep Singh Randhawa, Adv. counsel for the plaintiff.
Defendant exparte vide order dated 15.10.2022

JUDGMENT

1. The present suit has been filed by the plaintiff seeking recovery of a total amount of Rs.73,077.78P/- as detailed in the head note of the plaint.

2. The plaintiff bank is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act No.40 of 1980 having its Head Office at Central office at 21, Bank Square, Rajindera Place, New Delhi with Zonal Office for the District at Gurdaspur and a branch office at Cinema Road, Batala Tehsil Batala, Distt. Gurdaspur.

3. It is further averred that the present suit is being filed/instituted through Smt. Manju Bala, Sr. Manager Pb & Sind Bank, Gurdwara Sri Kandh Sahib Batala, Tehsil Batala, Distt. Gurdaspur and Sh. Gurjeet Singh Sr. Manager Pb & Sind Bank, Gokhuwal, Tehsil Batala, Distt. Gurdaspur who are the Principal Officer of the plaintiff bank and

Vineeta Luthra, ACJ/SD
Batala/(UID No. PB0349)

they are fully conversant with the facts of the present case and hold a joint and several General Power of Attornies and are fully authorised and empowered by the plaintiff to file the suit and to do all the other co-related acts on behalf of bank as they may deem fit and proper for the interest of the bank. The present suit is being accordingly, instituted, signed and verified by said Smt. Manju Bala, Sr. Manager Pb & Sind Bank, Gurdwara Sri Kandh Sahib Batala, Tehsil Batala, Distt. Gurdaspur and Sh. Gurjeet Singh Sr. Manager Pb & Sind Bank, Gokhuwal, Tehsil Batala, Distt. Gurdaspur.

4. It is further averred that the defendant Gurmeet Kaur approached the plaintiff bank for a loan of Rs.50,000/- on 30.11.2015 vide loan application dated 30.11.2015 under the Scheme of Pradhan Mantri Mudra Yojna for the purpose of Small business i.e. running a boutique shop and the plaintiff granted the same as the representation and assurance of the defendant indicated that her request was genuine and need based. It is averred that the defendant hypothecated stock of Sewing machines, Knitting items and cloths etc and the said stock with the plaintiff in order to secure the payment of the outstanding amount in account of defendant along with all interest at the agreed rate and other incidental cost, charges and expenses etc. It is averred that the defendant executed an agreement and other loaning documents respecting the loan facilities. The details of the said documents is as under:-

i)	Demand Promissory Note dated 30.11.2015 for Rs.50,000/-
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ii)	Letter of waiver of presentment of Promissory Note dated 30.11.2015
iii)	Agreement of hypothecation of goods to secure a demand cash credit dated 30.11.2015 for Rs.50,000/-
iv)	Letter of undertaking

5. It is averred that an amount of Rs.73,077.78P/- is outstanding against the defendant in the aforesaid loan account till 26.02.2021 and the statement of account are attached. It is averred that a legal notice dated 21.01.2021 had also been sent to the defendant but she had not replied to the said notice and inspite of repeated assurances of the defendant to the plaintiff, the defendant has failed to pay the balance outstanding. It is averred that the cause of action arose on 30.11.2015, the date of agreement executed by the defendant when she failed to pay the amount. Hence, the present suit.

6. On the other hand, the defendant Gurmeet Kaur failed to put an appearance in the present case, despite due service and as such she was proceeded against ex-parte vide order dated 15.10.2022 and case was fixed for ex-parte evidence of plaintiff.

7. To prove its case, plaintiff bank examined **PW-1 Arjun Singh**, Chief Manager, Punjab & Sind Bank, Cinema Road, Batala, who tendered into evidence, his duly sworn and attested affidavit **Ex.PW1/A** in his examination-in-chief and by way of his affidavit, reiterated the contents of the plaint in verbatim. He proved the authorization letter **Ex.P1**, General Power of Attorney **Ex.P2**, loan application dated

30.11.2015 **Ex.P3**, sanction letter dated 30.11.2015 **Ex.P4**, Demand Promissory Note dated 30.11.2015 **Ex.P5**, Letter of waiver of presentment of Promissory Note dated 30.11.2015 **Ex.P6**, Form No.201 **Ex.P7**, Form No.216 **Ex.P8**, Form No.199 i.e. undertaking **Ex.P9**, Form No.159 **Ex.P10**, Form No.200 **Ex.P11**, agreement of hypothecation **Ex.P12**, statement of account **Ex.P13**, balance & security confirmation letter dated 17.10.2018 **Ex.P14** and registered Legal notice dated 21.01.2021 **Ex.P15**. Thereafter, **PW-1 Arjun Singh** closed the ex-parte evidence vide separate statement dated 30.10.2023.

8. I have heard the contention of counsel for plaintiff bank and gone through the case file very carefully and minutely.

The present suit of recovery has been filed by the plaintiff averring that the defendant Gurmeet Kaur approached the plaintiff bank for a loan of Rs.50,000/- on 30.11.2015 vide loan application dated 30.11.2015 under the Scheme of Pradhan Mantri Mudra Yojna for the purpose of Small business i.e. running a boutique shop and the plaintiff granted the same as the representation and assurance of the defendant indicated that her request was genuine and need based. It is averred that the defendant hypothecated stock of Sewing machines, Knitting items and cloths etc and the said stock with the plaintiff in order to secure the payment of the outstanding amount in account of defendant along with all interest at the agreed rate and other incidental cost, charges and expenses etc. It is averred that the defendant executed an agreement and other

loaning documents respecting the loan facilities. 5. It is averred that an amount of Rs.73,077.78P/- is outstanding against the defendant in the aforesaid loan account till 26.02.2021 and the statement of account are attached. It is averred that a legal notice dated 21.01.2021 had also been sent to the defendant but she had not replied to the said notice and inspite of repeated assurances of the defendant to the plaintiff, the defendant has failed to pay the balance outstanding. It is averred that the cause of action arose on 30.11.2015, the date of agreement executed by the defendant when she failed to pay the amount.

To prove its case, plaintiff bank examined **PW-1 Arjun Singh**, Chief Manager, Punjab & Sind Bank, Cinema Road, Batala, who tendered into evidence, his duly sworn and attested affidavit **Ex.PW1/A** in his examination-in-chief and by way of his affidavit, reiterated the contents of the plaint in verbatim. He proved the authorization letter **Ex.P1**, General Power of Attorney **Ex.P2**, loan application dated 30.11.2015 **Ex.P3**, sanction letter dated 30.11.2015 **Ex.P4**, Demand Promissory Note dated 30.11.2015 **Ex.P5**, Letter of waiver of presentment of Promissory Note dated 30.11.2015 **Ex.P6**, Form No.201 **Ex.P7**, Form No.216 **Ex.P8**, Form No.199 i.e. undertaking **Ex.P9**, Form No.159 **Ex.P10**, Form No.200 **Ex.P11**, agreement of hypothecation **Ex.P12**, statement of account **Ex.P13**, balance & security confirmation letter dated 17.10.2018 **Ex.P14** and registered Legal notice dated 21.01.2021 **Ex.P15**. The entire evidence led by the plaintiff stood

unrebutted and unchallenged as the defendant chose not to contest the case.

9. In view of the oral statements made by the plaintiff coupled with the documentary evidence on record, it stands proved on record that an amount Rs.73,077.78P/- is outstanding against the defendant Gurmeet Kaur in the aforesaid Krishi Card Cash Credit Limit loan account till 29.02.2020.

10. Therefore, the suit of the plaintiff bank stands **decreed exparte** with cost for the recovery a sum of Rs. 73,077.78P/- along with pendente lite interest @ 6% per annum from the date of institution of suit and future interest @ 9% per annum with half yearly rests till its realization from the defendant. The defendant Gurmeet Kaur being borrower is given 6 months time for making the payment of the decreetal amount from date of decree failing which the plaintiff bank shall be entitled to recover the decreetal amount from the person/property of defendant Gurmeet Kaur. Decree sheet be prepared and file be consigned to the Judicial Record Room, Batala after due compliance.

Pronounced in open Court.
Dated: 30.10.2023
Nitesh Kumar, Stenographer-II

(Vineeta Luthra), PCS
Addl. Civil Judge (Sr. Division)
Batala (UID No. PB-0349)

Vineeta Luthra, ACJ/SD
Batala/(UID No. PB0349)

Present : Sh. Gurdeep Singh Randhawa, Adv. counsel for the plaintiff.
Defendant exparte vide order dated 15.10.2022

Arguments heard. Vide my separate detailed judgment of even date, the suit of the plaintiff bank stands **decreed ex-parte** with costs, as per the terms contained in said judgment. Decree Sheet be prepared accordingly. File be consigned to Judicial Record Room, Batala after due compliance.

Pronounced in open Court.
Dated: 30.10.2023

(Vineeta Luthra), PCS
Addl. Civil Judge (Sr. Division)12
Batala (UID No. PB-0349)

Nitesh Kumar, Stenographer-II

Vineeta Luthra, ACJ/SD
Batala/(UID No. PB0349)