IN THE COURT OF MS. CHITRANSHI ARORA , CIVIL JUDGE-03, SOUTH-WEST DISTRICT, DWARKA COURTS, NEW DELHI

CS SCJ 895/20
STATE BANK OF INDIA Vs. OM PRAKASH

In the matter of :-

State Bank of India
Through its Manager Ms. Deepika Mendiratta
Retail Assets Central Processing Centre
A-1/24, Janakpuri, Najafgarh,
New Delhi-110058 **…..............Plaintiff**

Vs.

OM PRAKASH
S/o Sh. Ram Swaroop
R/o Flat No.164, DDA Flats, Pocket-I,
Sector-23, Dwarka
New Delhi-110043

Also At:-
Cash Department, DDA,
C-Block, Vikas Sadan,
Near INA Market **............Defendant**

SUIT FOR RECOVERY

Date of institution of the suit	**: 18.11.2020**
Judgment reserved on	**: 06.07.2023**
Date of judgment	**: 06.07.2023**

JUDGMENT

1. Vide this judgment, I shall decide the present suit for recovery of Rs.2,64,718/- (Rupees Two Lacs Sixty-four

Thousand Seven Hundred and Eighteen Only) due as on 27.08.2020 along with accrued interest, pendente lite and future interest, filed by the plaintiff against the defendant.

BRIEF FACTS AS PER PLAINT:-

2. The plaintiff is a corporate Body constituted under the State Bank of India Act, 1955 having its Corporate Office at Madam Cama Road, Nariman Point, Mumbai. It is engaged in the business of banking and provides loans to its customers.

3. The defendant approached the plaintiff bank for a car loan vide a car loan application form. The plaintiff bank sanctioned the car loan for an amount of Rs.4,80,000/- on 02.12.2016 after execution of loan documents.

4. In pursuance of the loan, the defendant purchased a vehicle make of Hyundai I-10. The loan was payable in accordance with terms and condition stipulated in the Arrangement Letter under which the loan was to be repaid in 84 equated monthly installments (EMIs) of Rs.10,116/- commencing from 28.01.2017. .

5. However, the defendant miserably failed to fulfill his financial obligations in terms of the loan agreement. Plaintiff repeatedly requested, reminded and also sent notices to the defendant to clear the outstanding amounts

due under the loan agreement, but to no avail as the same did not evoke any compliance. Thereafter, the plaintiff bank declared the said loan account as NPA on 28.06.2019. There is an outstanding amount of Rs.2,64,718/- due to be paid by the defendant to the plaintiff as on 27.08.2020.

6. Plaintiff issued a legal demand notice dated 04.06.2020 to the defendant thereby calling upon him to pay the outstanding amount within fifteen days. Despite service of the notice, the defendant did not make any payment.

7. In the background of these facts, the plaintiff filed the instant suit.

SUMMONS:-

8. The present suit was filed by the plaintiff on 18.11.2020. Summons of the suit was issued upon the defendant, however, the defendant could not be served by ordinary process. Therefore, the defendant was served by way of publication in the newspaper 'Veer Arjun' on 23.08.2022. Thereafter, despite service, none appeared on behalf of defendant. Vide order dated 09.12.2022, the defendant was proceeded against ex-parte.

PLAINTIFF'S EVIDENCE:-

9. In plaintiff evidence, the Authorized Representative

(AR) of the plaintiff bank Sh. Vikas (who was substituted as AR) deposed as PW-1, vide affidavit of evidence Ex.PW-1/A, bearing his signature at Point A and B wherein, he reiterated the contents of the plaint.

10. For the sake of brevity and to avoid repetition, the contents are not being reproduced again. The AR of the plaintiff relied upon the following documents -

Sl. No.	Documents	Exhibits
1	Gazette of India dated 02.05.1987 and State Bank of India Regulations	Ex.PW1/1 (Colly.) (running into page 8 to 11)
2	Copy of Car Loan Application Form	Ex.PW1/2 (OSR) (running into page 12 to 16)
3	Copy of arrangement letter	Ex.PW1/3 (OSR) (running into page 17 to 18)
4	Copy of loan-cum-hypothecation agreement	Ex.PW1/4 (OSR) (running into page 19 to 20)
5	Copy of Sanction Letter	Ex.PW1/5 (OSR) (page 21)
6	Copy of vehicle delivery letter	Ex.PW1/6 (OSR) (page 22)
7	Copy of invoice dated 26.11.2016	Mark-A (page 23)
8	Copy of Future General Insurance Policy	Mark-B(page 24)
9	Statement of Account alongwith interest	Ex.PW1/7 (running into page 25 to 28)

	calculation sheet	
10	Legal Notice dated 04.06.2020	Ex.PW1/8 (running into page 29 to 30)
11	Speed post receipt	Ex.PW1/9 (page 31)
12	Certificate U/s.65B of the Indian Evidence Act	Ex.PW1/10 (page 32)

11. Vide separate statement of AR of the plaintiff, the plaintiff evidence was closed. This is the entire evidence adduced in this matter.

FINAL ARGUMENTS: -

12. Final arguments were advanced by Ld. counsel for plaintiff. I have heard the submissions advanced by him. I have also perused the entire case record meticulously.

FINDINGS:-

13. From the perusal of the plaint and documents filed by the plaintiff, it transpires that the defendant had applied for a Car loan with the plaintiff bank vide the Car Loan Application form dated 28.11.2016 exhibited as Ex.PW1/2, after which the plaintiff sanctioned the loan vide Sanction Letter exhibited as Ex.PW1/5. The parties then entered into a Loan-cum-Hypothecation Agreement and Arrangement Letter exhibited as Ex.PW1/4 and Ex.PW1/3 respectively. Perusal of the Arrangement Letter shows that the defendant had agreed to make the payment of the loan

to the plaintiff, in equated monthly installments of Rs.10,116/- each till the entire loan was repaid. The defendant purchased Hyundai I-10, the invoice is marked as Mark-A and the vehicle was delivered to the defendant, which stands proved by the vehicle delivery letter exhibited as Ex.PW1/6.

14. It has been asserted by the plaintiff that though the defendant made initial payments for some time, he stopped making the payments as agreed between them and loan account of the defendant was declared as NPA w.e.f. 28.06.2019. In support of this, the plaintiff has placed on record the account statement pertaining to the defendant. Perusal of the account statement supported by the Certificate under Section 65B of the Indian Evidence Act, exhibited as Ex.PW1/7 & Ex.PW1/10 shows that an amount of Rs.2,64,718/- as on 27.08.2020, is due to be paid by the defendant.

15. The plaintiff had also issued a legal demand notice exhibited as Ex.PW1/8 to the defendant demanding the payment of outstanding amount. The plaintiff has also placed on record the postal receipt showing that since legal notice was correctly addressed, the defendant is deemed to have been served. Despite that, the defendant has failed to make the payment.

16. Thus, in view of the averments of the plaintiff and

the documentary evidence relied upon by the plaintiff, the plaintiff is held entitled to recover Rs.2,64,718/- (Rupees Two Lacs Sixty-four Thousand Seven Hundred and Eighteen Only) along with interest at the rate of 9% per annum from the date of filing of the suit till the date of decree and further interest at the rate of 6% per annum from the date of decree till the date of realization.

17. Cost of the suit is awarded to plaintiff.

18. Decree sheet be prepared accordingly.

19. File be consigned to record room after due compliance.

CHITRANSHI ARORA

Digitally signed by CHITRANSHI ARORA
Date: 2023.07.06 15:58:02 +0530

Announced in open court
today i.e. 06.07.2023

(Chitranshi Arora)
Civil Judge-03, SW,
Dwarka Court, ND.