Exh.1

3

IN THE COURT OF CIVIL JUDGE, SENIOR DIVISION, NAGPUR

Reg. Civil Suit No. ___________/2025

PLAINTIFF	Bank of Baroda, a Body Corporate established under Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 (Act no. V of 1970), having its Head Office at Mandvi, Baroda – 390006, Gujarat state having its branch office at Mohan Nagar Branch, Kamptee Road, Nagpur.– 440015, Mr. Devambotla Vrng Krishna, having power of attorney / authority to file the Civil Suit which includes the authority to verify & sign the Civil Suit who is having authority to sign and file the present Suit and also act and represent the Bank.
	VERSUS
DEFENDANT	1. Mr. Ashu Halim Khan Aged about Major, Occ. Business R/o Plot No. 15, Bokhara Modern School, Welcome Society, Nagpur - 440001
	2. Mr. Atiq Parvej Khan Pathan Age about Major ,Occ. Business

NOTARIAL REG.
ENTRY NO. 402
DATE 28/10/2025

O

Issue summons to defendants for settlement of issues.

Gaikwad
12-1-26

4th CJJD Nagpur.

NOTARY
Adv. Mohanrao A. Barri
District Nagpur (M.S.)
Reg. No. 29344
Exp. Dt. 26/12/2028
GOVT. OF INDIA

4

	R/o 2442/1, Ward No 2, Behind Hanuman Mandir Tekdi, Milan Chowk Om Nagar, Chankapur, Khaperkheda Nagpur - 441102

SUIT FOR RECOVERY OF RS. 1,80,346/- (RUPEES ONE LAKHS EIGHTY THOUSAND THREE HUNDRED FORTY SIX ONLY) OF HYPOTHECATED PROPERTY ETC. COURT FEE OF RS. 8,030/- AFFIXED

The plaintiff above named submits as under:-

1. That, the plaintiff is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 (Act no. V of 1970), having its Head Office at Mandvi, Baroda, and branch office at Mohan Nagar Branch, Nagpur, and is carrying on business of banking.

2. **VIJAYA BANK was amalgamated with BANK OF BARODA (hereinafter referred to as BANK OF BARODA) pursuant scheme of Amalgamation notified in the Gazetted of India by the Ministry of Finance, Department of Financial Services vide G.S.R. No. 2(E) on 02.01.2019, Vijaya Bank has been amalgamated with Bank of Baroda with effect from 01.04.2019. In terms of the scheme of Amalgamation, all loan documents as well as security interest in favour of**

erstwhile Vijaya Bank are transferred and vested with Bank of Baroda.

3. That, the suit transaction relates to Mohan Nagar Branch of the plaintiff/bank at Nagpur. The pleadings are verified and signed on behalf of the plaintiff by its Principal Officer, Mr. Devambotla Vrng Krishna, who is duly constituted attorney of the plaintiff/bank and who is also competent to sign and verify the plaint.

4. That defendant no. 1, with the intention of availing mortgaged (Term Loan) approached the Vijaya Bank Now Bank of Baroda, Mohan Nagar Branch the plaintiff. The plaintiff bank sanctioned the Secured Loan for the purpose of Business of Rs. 20,00,000/-. The defendants executed the sanction letter/terms and conditions letter for secured Loan dated 05.06.2017 for the said loan inter-alia agreeing to various terms and conditions of the loan detailed therein to be provided by the Plaintiff and also for execution of various documents. The said terms & conditions may be treated as part and parcel of the pleadings. The defendants have also executed letter of repayment, demand promissory note, letter of repayment, letter of Guarantee, Mortgaged Deed etc on 05.06.2017 and 07.07.2017. The

defendant no.1 has hypothecated their property in favor of the applicant Bank for the financial facilities granted to the defendants. The defendant has executed the letter of acknowledgment on 23.09.2019 and 22.06.2021. The defendant no. 1 has mortgaged and hypothecated their property in favor of the applicant Bank for the financial facilities granted to the defendants. The defendant also deposited an amount in the loan account in various date. The limitation for mortgage loan is 12 years. As such, the application is being filed within the period of limitation therefore also, the claim is within limitation.

5. That, defendant no. 1 is stood as borrower and mortgagor for the said loan. The plaintiff submits that as a security for the grant of the said facilities, the defendants mortgaged Equitable Mortgage- All that piece and parcel of open plot no 15 and proposed construction there on with lay out developed by Welcome Co-Operative Housing Society Ltd Nagpur on Khasara no 183/1 Having Mouza- Bhokara, Grampanchayat - Bokhara, Patvari Halka No 12 Tahsil Nagpur Gramin, District Nagpur. The plot having Length EAST-WEST 50 Feet AND width NORTH-SOUTH 35 Feet having total area of plot 1750 Sq Feet (162.57 Sq. Mtr). The Plot is bounded as under-

EAST - PLOT NO 1
WEST - ROAD
NORTH - PLOT NO 14

SOUTH - ROAD more particulars details mentioned in Schedule I.

6. The defendant no. 2 i. e. Mr. Atiq Parvej Khan Pathan executed guarantee agreement dated 05.06.2017 for the loan granted to defendant no. 1, thereby agreeing to repay the loan granted to defendant no. 1. It was provided by the said agreement that the guarantee would be a continuing guarantee

7. The plaintiff submits that as a security for the grant of the said facilities, the defendant No. 1 had been hypothecated with the plaintiff, Printing Machinery. It was provided by the said agreement that the guarantee would be a continuing guarantee more particulars details mentioned in Schedule II.

8. FACTS OF THE CASE:

8.1 The present suit is filed for the recovery of the dues payable by the defendants, and for that purpose, to enforce the securities created by the defendants for the repayment of the loan together with interest, liquidated damages, costs, expenses etc. as hereinafter set forth and to recover the amounts due there under to the plaintiff.

8.2 The defendants no. 1 and 2 had approached the plaintiff and had requested for grant of Term Loan. The defendants no. 1 and 2 was sanctioned and granted term loan of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) for which the defendants had executed necessary security documents.

8.3 The defendants had executed demand promissory note and other than document / terms and conditions letter for the said financial facility of Rs. 20,00,000/- lacs on 05.06.2017 inter-alia, agreeing to various terms and conditions for the loan detailed therein and also for execution of various documents. The said terms and conditions may be treated as part and parcel of the pleadings.

8.4 In consideration of grant of said financial facility, the defendant have duly executed and delivered to the Plaintiff various security document mentioned herein below towards the repayment of dues of the defendants.

(a) Sanction Letter for Term Loan for Rs. 20,00,000/- dated 05.06.2017 executed by defendants no. 1 and 2 in favour of plaintiff **(Document No. 1)**

(b) Demand Promissory Note for Term Loan for Rs. 20,00,000/- dated 05.06.2017 executed by defendant no. 1 in favour of plaintiff **(Document No. 2)**

(c) Letter of Repayment for Term Loan for Rs. 20,00,000/- dated 05.06.2017 executed by defendant no. 1 in favour of plaintiff **(Document No. 3)**

(d) Articles of Agreement for Term Loan for Rs. 20,00,000/- dated 05.06.2017 executed by defendant no. 1 in favour of plaintiff **(Document No. 4)**

(e) Loan Agreement Cum Hypothecation Deed for Term Loan for Rs. 20,00,000/- dated 05.06.2017 executed by defendant no. 1 in favour of plaintiff **(Document No. 5)**

(e) General Form of Guarantee Agreement for Term Loan for Rs. 20,00,000/- dated 05.06.2017 executed by defendant no. 2 in favour of plaintiff **(Document No. 6)**

(f) Memorandum for Term Loan for Rs. 20,00,000/- dated 07.07.2017 executed by defendant no. 1 in favour of plaintiff **(Document No. 7)**

(g) The letter of acknowledgment of debt on 23.09.2019 and 22.06.2021 **(Document No. 8)**

9. That the defendants have utilized the Term Loan. The copies of entries in the bank's books of accounts, which have been maintained in the usual and ordinary course of the business in form of the certified copies, are placed on record. These copies have been duly certified under section 2 (8) the Bankers' Books Evidence Act, 1891. Under section 4 of the said Act, these certified copies shall be received as prima facie evidence of the existence of such entries and shall be admitted in the evidence of the matters, transactions and accounts at **(Document No. 9)** dated 31.07.2025

10. The said financial facility has been running highly irregular. The Bank had requested the defendants to regularise and liquidate the account. Since the account of the defendants had became NPA 31.03.2023, the Bank had issued legal notice dated 02.06.2022 to the defendants demanding the entire outstanding amount **(Document No. 10)**. The defendants, however, failed to liquidate the dues and therefore, the plaintiff is having no other alternative but to file the instant application.

11. The total outstanding amount against the all defendants till 29.07.2025 is Rs. 1,80,346.95/- (Rupees One Lakhs Eighty Thousand Three Hundred Forty Six and Ninety Five Paisa Only) as detailed below in particulars of claim.

12. The plaintiff had requested the defendant to bring the account in order. The plaintiff had advised the defendants to regularise the account. However, the defendant did not regularise the account. The plaintiff also issued demand notices to the defendants. However, the defendants failed to comply with the notice and hence the Plaintiff is having no other alternative but to file the instant suit.

13. The borrower has violated the terms and conditions subject to which the defendant were granted the financial facilities.

14. The Plaintiff is a Public sector organisation and the money sought to be recovered is the public money. Having regard to such fact and failure of the Defendant to pay the due amounts, it is likely that they may transfer the mortgaged property to any third party to defeat the claim of the bank. As such they are liable to be permanently restrained from transferring, encumbering or dealing with any of their movables and

immovable's including the said property at Mouza - Bokara, Nagpur.

15. In the circumstances of the case the plaintiff bank has bonafide serious apprehension about the prejudicial acts of the defendant and in such circumstances it is extremely necessary if the defendant is permanently restrained from transferring, encumbering or dealing with, in any manner, the movable and immovable properties leased/owned/possessed/occupied or having any interest in it by them, until the same are sold in execution proceedings or otherwise dealt with by the court.

17 The particulars of claim are as under:-

A) Balance outstanding as per the extract of account certified under Bankers' Book Evidence Act in Term Loan account along with interest upto 31.03.2023. A/c No. 76420600000503	Rs. 1,31,875.93
B) Unapplied interest @ 11.00% p.a. with monthly rest from 01.04.2023 till date 29.07.2025	
Sub Total…	Rs. 1,80,346.95

Rounded off to Rs. 1,80,346/- (Rupees One Lakh Eighty Thousand Three Hundred Forty Six Only).

18. That the for purpose of court fees and jurisdiction the suit is valued at Rs. 1,80,346/- and the requisite court fees of Rs. 8,230/- is paid thereon.

19. The said financial facility has been running highly irregular. The Bank had requested the defendants to regularise and liquidate the account. Since the account of the defendants had became NPA 31.03.2023, the Bank had issued legal notice dated 02.06.2022 to the defendants demanding the entire outstanding amount **(Document No. 11)**. The defendants, however, failed to liquidate the dues and therefore, the plaintiff is having no other alternative but to file the instant application.

20. That the plaintiff relies upon the records maintained by it in its regular course of business. The plaintiff files the documents as per list reserving its right to file more as and when necessary.

21. That the plaintiff bank is a banking concern incorporated under the State Bank Act, 1955, and it is therefore entitled to claim contractual rate of interest under the provision of section 34 of Code of Civil Procedure and Section 21-A of Banking Regulation Act.

P R A Y E R: It is, therefore, prayed that this Hon'ble Court be pleased to grant:

a) that the defendants no. 1 and 2 are to be ordered to pay jointly and severally to the plaintiff the sum of 1,80,346/- (Rupees One Lakh Eighty Thousand Three Hundred Forty Six Only) with future interest at the rate 11.00 % per annum with monthly rest with such modified rates as may prevail from time to time till realisation of decreetal amount, from the date of the suit;

b) that the securities in any form hypothecated/pledged/liened/charged in favour of the plaintiff to secure payment of suit claim be allowed to be sold / realised towards realisation of decreetal amount, without prejudices to the plaintiff's right to dispose of such properties or realised such securities without intervention of the court by public auction or by private treaty or otherwise during pendency of the civil suit;

c) that the personal decree against all the defendants holding them liable for suit claim jointly and severally be passed;

d) that the costs of suit be granted;

e) that without prejudice of plaintiff's right to dispose off hypothecated/ charged/pledged properties directly, the

Commissioner/Receiver or some other fit person may be appointed for taking possession of hypothecated goods and arranging sale of such goods and appropriation of sale proceeds towards the suit claim;

f) any other relief as may be deemed fit by Court under the facts and circumstances of the case may also be granted.

Place: Nagpur.
Date : 04.08.2025

PLAINTIFF

Counsel for the plaintiff

SOLEMN AFFIRMATION

I, Mr. Devambotla Vrng Krishna, Aged about ___ Years Chief Manager authorized Officer, Bank of Baroda, ROSARB Branch, Nagpur do hereby take oath and state on solemn affirmation that the contents of above paras no. 1 to 21 are based on the information received by me from the office records, which are maintained in the usual course of business and same are believed to be true and correct. That, I have not suppressed any material facts.

Hence verified and signed at Nagpur on this 28 ~~August~~ Oct, 2025.

DEPONENT

I know and identify the deponent

Ashwini Sakhare
Advocate

NOTARY
Adv. Mohanrao A. Barri
District Nagpur (M.S.)
Reg. No.29344
Exp. Dt.26/12/2029
GOVT. OF INDIA

बैंक ऑफ बड़ौदा/Bank of Baroda
R.O.S.A.R.B. Nagpur Region, Nagpur

16

NOTARY
Adv. Mohanrao A. Barri
District
Nagpur (M.S.)
Reg. No. 29344
Exp. Dt. 26/12/2029
GOVT. OF INDIA

NOTARY
Adv. Mohanrao A. Barri
District
Nagpur (M.S.)
Reg. No.
29344
GOVT. OF INDIA

N.R.S. No. 402
Solemnly Affirmed Before Me By
Shri Devambotla vary krishna
Who is Personally Known to me has been
identified by Shri. Ashwini
Sakhare Advocate, Whom I
Personally Knows.
Dt. 28/10/2025

Adv. Mohanrao A. Barri
Advocate & Notary Public
District-Nagpur (M.S.)
Govt. of India Reg. No. 29344
Dt. 28/10/25 Pages 1

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SCHEDULE OF PROPERTIES

SCHEDULE – I

(Mortgaged properties of defendant no. 1)

All that piece and parcel of open plot no 15 and proposed construction there on with lay out developed by Welcome Co-Operative Housing Society Ltd Nagpur on Khasara no 183/1 Having Mouza- Bhokara, Grampanchayat -Bokhara, Patvari Halka No 12 Tahsil Nagpur Gramin, District Nagpur. The plot having Length EAST-WEST 50 Feet AND width NORTH-SOUTH 35 Feet having total area of plot 1750 Sq Feet (162.57 Sq. Mtr). The Plot is bounded as under-

EAST - PLOT NO 1
WEST - ROAD
NORTH - PLOT NO 14
SOUTH - ROAD

SCHEDULE OF PROPERTIES
SCHEDULE-II
(Hypothecated property of defendant)

I. The whole of the Borrower's stocks, both present and future and including but without prejudice to the generally of the foregoing words, all stocks of raw materials, work-in-process, semi-finished goods and finished goods such as packing material and stores etc. whatsoever and where so ever situate and/or in transit whether now belonging to or that may at any time during the continuance of this security belong to the Borrower or that may be held by any party anywhere to the order and disposition of the Borrower.

II. All the present and future book-debts, outstanding, moneys receivables, claims, bills, contracts, engagements and securities which are now due and owing or which may at anytime hereafter during the continuance of this security become due and owing to the Borrower in the course of its business by any person, firm, company or body corporate or by the Government of India or any State Government or Indian Railways or any Government Department or Office or any Municipal or Local or Public or Semi-Government body or authority whatsoever including those relating to the assets leased out and/or given on hire purchase basis.

III. All the tangible movable machinery and plant and cranes, boats and crafts and the vehicles of the Borrower together with spares, tools and accessories and other movables, both present and future, and the furniture, fixtures and fittings and office equipment whether installed or not and whether lying loose or in cases which are now lying or stored in or about or shall be brought into or be stored or be in or upon or about the Borrower's premises and godowns or wherever else the same may be or be held by any party to the order or disposition of the Borrower (including those on lease or hire-purchase) relating or pertaining to the Borrower's works at Nagpur.

Nagpur

Dated: 05.08.2025

Counsel for Plaintiff

PLAINTIFF