MHPA020009472025

Received on : 03.05.2025
Registered on : 06.05.2025
Decided on : 07.08.2026
Duration : 01 Y 03 M 04 days

IN THE COURT OF THE CIVIL JUDGE SENIOR DIVISION, AT : PARBHANI

(Presided over by : Bhimrao Tulashiram Yengade)

Spl. Civil Suit No. 74/2025 **Exh. No. 34**

Canara Bank is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act, 1970 having its head office at Bangalore, Karnataka and having one of its Branch at Manwat, through its Branch Manager, Shri. Vedprakash s/o BS. Dehariya,
Age 35 years, Occu. Service,
R/o Palodi Road, Manwat
Tq. Manwat Dist. Parbhani.

… Plaintiff.

- VERSUS -

Gangadhar s/o Namdev Nirval,
Age 60 years, Occu. Agri.,
R/o Somthana Tq. Manwat Dist. Parbhani,

… Defendant.

Shri. B. M. Chilwant, Advocate……………….For the plaintiff bank.
Suit proceeded ex-parte against the defendant.

J U D G M E N T
(Delivered on 7th August, 2026)

This is a suit for recovery of amount of Rs. 5,68,835.39 paise along with interest at the rate of 11.25 percent per annum.

2. It is the case of plaintiff bank that, it is an Indian State owned bank, headquarter at Banglore, Kartanaka, carrying business of banking and having various branches in India including at Manwat. The defendant is an agriculturist having agricultural land at village Somthana Tq. Manwat Dist. Parbhani. He applied for loan under Kisan Credit Card Scheme to the plaintiff bank Accordingly, plaintiff bank sanctioned loan of Rs. 30,000/- on 13.08.2011 to the defendant. Rate of interest was agreed at Rs. 11.25 percent per annum. On 13.08.2011, the defendant executed agreement for hypothecation of land Gut No.15 adm. 02 H 47 R and Gut No. 42 Adm. 01 H 01 R situated at village Somthana Tq. Manwat Dist. Parbhani, and accepted the terms and condition of term loan and signed the same. Defendant availed by way of account No. 3328895000284. Thereafter, on 03.08.2013 the defendant applied for for extension of limit from Rs. 30,000/- to Rs. 99,000/- and it was extended by the plaintiff bank. The relevant documents to that extent was also executed by the defendant in favour of the plaintiff bank. Thereafter, time and again the said loan got extended on 14.08.2014 upto Rs.

1,25,000/- and on 15.04.2014 upto Rs. 2,05,000/-. All the times, the defendant has executed supplemental agreement, letter of renewal and all other documents required for loan in favour of the plaintiff bank. After availing the loan facility, despite several demands, defendant failed to repay the loan with interest to the plaintiff bank. The defendant refused to pay the loan amount lastly on 24.04.2025. As per statement of account dated 31.03.2025, an amount of Rs. 5,68,835.39 paise is due and recoverable from defendant. Accordingly, this suit for recovery of loan amount with interest is filed against the defendant.

3. Despite service of summons, defendant failed to appear, hence, matter is proceeded ex-parte against the defendant vide order Exh.No.1.

4. Following point arise for consideration of the Court, and my findings thereon with reasons are as follows :-

Sr. No.	**Points.**	**Findings.**
01.	Whether the plaintiff bank proves that, initially, the defendant has obtained loan of Rs. 30,000/- and it was extended from time and again upto Rs. 2,05,000/-?	**Yes.**
02.	Whether the plaintiff proves that,	**Yes.**

	defendant refuses to pay loan amount ?	
03.	Whether the plaintiff is entitled for recovery of amount of Rs. 5,68,835.39 paise with interest at the rate of 11.25 percent per annum as prayed ?	**Yes.**
04.	What order and decree ?	**.. The suit is decreed with costs.**

REASONS :

5. In order to substantiate its case, the plaintiff bank examined Chandrashekhar s/o Panjabrao Gavarkar, (authorized person) as PW-1 at Exh.No.7. Besides, oral evidence, the plaintiff-bank relied upon the documentary evidence i.e. Loan demand application at Exh.No.08, Sanction letter at Exh.No.09, agreement of hypothecation at Exh.No.10, loan application form at Exh.No.11, sanction letter Exh.No.12, supplemental agreement at Exh.No.13, letter of renewal at Exh.No.14, loan application at Exh.No.15, sanction letter at Exh.No.16, supplemental agreement at Exh.No.17, letter of renewal at Exh.No.18, loan application at Exh.No.19, sanction letter at Exh.No.20, supplemental agreement at Exh.No.21, letter of renewal at Exh.No.22, extract of 7/12 at Exh.Nos. 23 & 24, acknowledgment of debts and security at Exh.Nos.25 to 29, extract of statement of account at Exh.No. 30, authority letter at Exh.No.31and Certificate under Sec. 65(B)(2) of Indian Evidence Act, 1872 at Exh.No.32.

As to point No.1 to 3:

6. As far as, the present suit is concerned, it is a suit for recovery of loan amount with interest. It appears that, the plaintiff bank examined its Manager Chandrashekhar Gavarkar as PW-1 at Exh.07. He reiterated the contents of the plaint. He deposed about initial loan sanctioned to the defendant under Kisan Credit Card Scheme, and and time and again it was extended as per the request of defendant. Despite several demands, defendant failed to repay the loan amount with interest according to agreed terms and conditions. There is bank statement of loan account of the defendant at Exh.No.30 showing the outstanding amount Rs. 5,68,835.39.

7. Having regard to entire facts and circumstances of the matter, I am of the considered view that, the plaintiff bank led sufficient oral and documentary evidence to prove its claim. Considering the ex-parte nature of the proceeding, the testimony of the witness for the plaintiff bank (PW-1) and the documents produced in support of oral evidence is unshakened. Therefore, the plaintiff bank succeeded to prove the fact that, the plaintiff bank sanctioned and disbursed initially the loan amount of Rs. 30,000/- to the defendant under Kisan Credit Card scheme and it was extended from time and again upto Rs. 2,05,000/-, and later-on the said loan converted into term loan. But, the defendant failed to repay the loan amount with interest as per the agreed terms and conditions, therefore, there is outstanding loan of Rs.5,68,835.39 towards the defendant and the plaintiff bank is entitled to recover the same.

8. As far as, the rate of interest is concerned, it has seen from documents on record that, different type rate of interest was agreed for each extension of loan, but considering the fact that, this is a commercial transaction, according to the provisions of C.P.C., rate of interest could be 11.25 percent per annum proper based on the facts and circumstances of the case.

9. The defendant failed to repay the loan amount with interest as per the agreed terms and condition, therefore, there is outstanding loan of Rs. 5,68,835.39 and the plaintiff bank is entitled to recover the same, with interest at the rate of 11.25 percent per annum from the date of suit till the realization of the entire amount. Hence, I answer point Nos.1 to 3 in the affirmative.

10. As to point No.4:

11. In the light of discussion of the evidence and my findings to above point Nos. 1 to 3, the plaintiff has succeeded to prove the claim in all probabilities. The suit deserves to be decreed with costs. The plaintiff is entitled to the interest at the rate of Rs. 11.25 percent per annum from the date of suit till its full realization. The plaintiff is also entitled for the costs of the suit. Hence, I answer point No.4 accordingly and pass the following order :-

ORDER

i) The suit is decreed with costs.

ii) The defendant do pay amount of **Rs. 5,68,835.39 (Rupees Five Lakh Sixty Eight Thousand Eight Hundred Thirty Five and Thirty Nine Paise only)** to the plaintiff bank along with interest at the rate of 11.25 percent per annum from the date of suit till its full realization.

iii) Decree be drawn up accordingly.

(Dictated and pronounced in open Court).

BHIMRAO TULSHIRAM YENGADE

Digitally signed by BHIMRAO TULSHIRAM YENGADE
Date: 2026.08.10 11:16:06 +0530

(Bhimrao Tulshiram Yengade)
Civil Judge Senior Division,
Parbhani.

Date : 7th August, 2026.