

ORIGINAL DECREE

Exh.No.24

=====

IN THE COURT OF HON'BLE PRINCIPAL SENIOR CIVIL JUDGE

AT CHHOTAUDEPUR

=====

Spl.Civil Suit No. 198/2017
(Old No.215-2011)

State Bank of India,
Chhotaudepur Branch, Chhotaudepur,
(An institution established under
State Bank of India Act,1955
Division Office at Ahmedabad
Branch Office at Chhotaudepur,
Ta. & Dist. Chhotaudepur)

...PLAINTIFF

V/S.

Ramsingbhai Daliya Rathwa,
Age:- 50 years, occup. Cultivation
Resi. At Zer,
Ta. & Dist.Chhotaudepur

...DEFENDANT

SUBJECT: SUIT TO RECOVER AMOUNT of Rs.7,24,745.95 ps.

Suit filed on 24th March, 2011

Suit disposed of on 21st April, 2018

The short facts of the plaintiff's suit are as under : -

- 1.1 It is the case of the plaintiff Bank that the plaintiff bank is established under State Bank of India Act,1955 and its Division Office is situated at Ahmedabad and one branch office is situated at Chhotaudepur, Tal. & Dist. Chhotaudepur. The plaintiff bank is engaged in banking business.
- 1.2 That, the present defendant requested the plaintiff-bank for purchase of tractor and trailer as per rules & regulations of plaintiff-bank. That, the defendant had made different applications for getting the said loan and the said applications had been accepted by the plaintiff-bank and the defendant had been sanctioned the agriculture term loan. Further, the loan account had been maintained by the plaintiff-bank for the said loan. The

plaintiff bank had sanctioned Rs.5,00,000/- towards the tractor and other equipment & Rs. 50,000/- for agricultural purpose with interest at the rate of 12.25% on dtd. 13.12.2006. That the required documentation had been made for the said loans like Letter of Continuing Security, Agreement for Hypothecation, Agreement Letter etc.

- 1.3** That, the defendant had made charge over his properties R.S.No. 14, 49, 52/2, 56/2, 59/1, 59/2, 271 & 354/1 situated at village Zer, Ta. & Dist. Chhotaudepur. For that entry of charge has been mutated in revenue records at Sub-Registrar Office.
- 1.4** That, the defendant had not paid the said loan amounts in the prescribed period as per rules & regulations to the plaintiff-bank. That the plaintiff bank has to recover Rs.7,24,745.95 towards agriculture loan for purchase of tractor and trailer from Defendant upto 06/11/2010 and after making the due statement of account, the plaintiff has to recover Rs.7,24,745.95 from defendant. Thus, total Rs.7,24,745.95 are due upon the defendant to plaintiff bank. That even after repeated reminders for recovery of loan amount, the defendant has not paid the due amounts to the plaintiff bank. Therefore, the plaintiff bank had given legal notice through Advocate to the defendant but even though the defendant has not paid the loan amount. Therefore, the plaintiff bank is constrained to file the present suit against the defendant and prayed to recover the due amount of Rs.7,24,745.95 from the defendant.

This suit is come for final hearing & disposal before Mr.P.K. Khanchandani, Principal Senior Civil Judge, Chhotaudepur, in presence of Ld.Adv.Mr.M.S. Makarani for the plaintiff-bank & *ex-parte* against the defts., wherein following final order is passed in the interest of justice :-

-:: O R D E R ::-

1. The suit of the plaintiff is hereby partly allowed.
2. It is hereby ordered that the defendant has to pay the due amount of Rs.7,24,745.95 (Rs. Seven Lacs Twenty Four Thousand Seven Hundred Forty Five & Ninety Five Ps. Only) by person or property, with interest at the rate of 9 % p.a. from the date of institution of suit.
3. Defendant to bear the Costs of his own and also bear the cost of suit of the plaintiff.