In The Court of LXXXIV Additional City Civil and Sessions Judge (CCH-85-Commercial Court) Bangalore

Dated this the 28th day of July 2021

Present: Smt.H.R.Radha B.A.L., LL.M.
LXXXIV Addl. City Civil and Sessions Judge,
(CCH-85 - Commercial Court)
Bengaluru.

Com.O.S.No.7880/2019

Plaintiff:	Union Bank of India (Erstwhile Corporation Bank) BTM Layout Branch, No.36, 20th Main, BTM Layout, 1st Stage, Bangalore- 560068 Rep. by its Branch Manager/POA holder Sri.Krishnamurthy. V S/o Venkateshalu K.S, Aged about 38 years, E-mail ID cb800@corpbank.co.in, Mobile No.9740718797, IFSC Code: CORP0000800 **(Rep. By Sri.Shivashankar.A, Advocate)**
Vs	
Defendant:	M/s Bangalore Auto Engineering Works No.11, 4th Cross, Lalbagh Fort Road, Doddamavalli, Bangalore – 560004, Rep. by its Proprietor Fazil Khan **(Exparte)**
Date of Institution of the suit	04-11-2019
Nature of the suit	Money suit
Date of Commencement of recording of evidence	27-07-2021

Date on which judgment pronounced	28-07-2021
Total Duration	**Years** **Months** **Days** **01** **08** **24**

LXXXIV Addl.City Civil and Sessions Judge
(C.C.H-85 Commercial Court) Bengaluru

JUDGMENT

This is a suit for recovery of Rs.9,78,909/- from the defendant with interest at 13.75% p.a from the 19-10-2019 till the date of realization and Rs.3,000/- towards miscellaneous expenses.

2. The case of the plaintiff in brief is that the defendant proprietary concern availed Corp Laghu Udyami Credit Card loan of Rs.9,50,000/- under loan account bearing No.CLUCC/01/150004 for the purpose of working capital, executed on demand pronote dated 08-05-2015 promising to repay the same with 11.75% p.a. Further, the defendant had agreed to pay penal interest at 2% in the event of

default and executed necessary documents to secure the loan. On the defendant's failure to pay EMIs as agreed, legal notice dated 21-10-2019 was issued recalling the entire advance and inspite of the same, he has failed to comply with the demand. As such, the said loan account was classified as a Non performing account.

3. The defendant is placed exparte.

4. The manager of the plaintiff bank has filed affidavit in lieu of examination in chief, examined himself as Pw1 and got marked Ex.P1 to Ex.P9.

5. Heard arguments and perused the records.

6. The points that arise for my consideration are:

1) Whether the plaintiff is entitled for recovery of ₹.9,78,909/- from the defendant together with interest as prayed?

2) What order?

7. My findings on the above points are

Point No.1: In the Affirmative

Point No.2: As per the final order for following

REASONS

8. Point No.1: Pw1 has filed affidavit reiterating the plaint averments with regard to the defendant availing cash credit facility of Rs.9,50,000/- under loan account No. CLUCC/01/150004 and executing necessary documents to secure the same, but failing to pay the installments as agreed. In support of this, the bank has produced the loan application Ex.P1, sanction intimation Ex.P2, on demand pronote and take delivery letter as Ex.P3 and Ex.P4 respectively. Ex.P5 is the letter of undertaking executed by the defendant and Ex.P6 goes to show that he had hypothecated the lathe to the bank.

9. Ex.P9, the certified statement of the account extract would show that the defendant made cash deposit of Rs.20,000/- on 04-09-2019 towards account

No.CLUCC/01/150004 and as on 30-09-2019, Rs.9,78,909/- was the outstanding balance. The plaintiff has issued notice Ex.P7 dated 21-10-2019 calling upon him to repay the same with interest and Ex.P8 shows that it was sent through RPAD.

10. Since the defendant has failed to appear on service of summons and contest the suit by filing the written statement and to cross examine Pw1 to dispute or deny the evidence adduced by him, I have no reason to disbelieve the plaintiff's case. Therefore, the point for consideration is answered in the affirmative holding that the plaintiff is entitled for Rs.9,78,909/-. With interest at 9% p.a. from the date of suit till the date of realization and the notice charges of Rs.2,000/-.

11. Point No.2: In the result, I pass the following

ORDER

Suit of the plaintiff is decreed with cost.

The plaintiff is entitled to ₹.9,78,909/-/- from the defendant with interest at 9% p.a. from the date of suit till the date of realization and notice charges of Rs.2,000/-.

Draw decree accordingly.

Issue copy of the judgment to the parties through e-mail as provided U/o XX Rule 1 of CPC if mail ID is furnished.

(Dictated to the stenographer and typed by her directly on the computer, corrected and then pronounced by me in open court on this the **28th** day of **July 2021**)

(H.R.Radha)
LXXXIV Addl.City Civil and Sessions Judge,
(CCH-85 Commercial Court) Bengaluru

ANNEXURE

List of witnesses examined for the Plaintiff:

Pw1	Krishnamurthy.V

List of Exhibits marked for the plaintiff:

Ex.P1	Loan application
Ex.P2	Sanction letter
Ex.P3	On demand pronote
Ex.P4	Take delivery letter

Ex.P5	Letter of undertaking
Ex.P6	Common deed of hypothecation
Ex.P7	Copy of legal notice dated 21-10-2019
Ex.P8	Postal receipt
Ex.P9	Certified copy of account extract

List of witnesses examined for the Defendant: NIL

List of Documents marked for the defendant: NIL

(H.R.Radha)
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