THE COURT OF SH. DEEPAL SINGH CHHINA, PCS,
CIVIL JUDGE (JUNIOR DIVISION), ZIRA
(UID PB 0468)

PBFZAO0005652025

CIS No. CS/296/2025
Date of Decision : 09.07.2026.

State Bank of India,(erstwhile SBP branch Mundi-Churi-Maran, Makhu) a body corporate constituted under the State Bank of India Act, 1955, having its Central Office at Madam Camma Road, Nariman Point, Mumbai and one of its local Head office at Chandigarh and one of its Branch office at Makhu, Tehsil Zira, District Ferozepur, through its Branch Manager and Principal Officer Sh. Hardeep Kumar.

-----Plaintiff.

Versus

1. Hardeep Singh son of Baj Singh son of Assa Singh
2. Gurbinder Singh son of Hardeep Singh son of Baj Singh

Both resident of village Shhian-Pari, Tehsil Zira, District Ferozepur.

----Defendant

Suit for recovery of Rs. 4,46,265/- (Four Lakh Forty Six Thousand Two Hundred Sixty Five only) on account of principal, interest, Insurance premium and other incidental charges etc. calculated up to 28-05-2025, on account of Crop-Loan limit along-with pendent-lit and future interest at the rate of 11.75% P.A., with half-yearly rests on Crop loan limit account till realization of the whole amount by sale of mortgage land measuring 10 kls., 00 mls. being 200/1008 share of land measuring 50 kls., 08 mls. khewat no. 84, khatoni no. 149 and khasra nos. 20M//7/1(6-09), 13(8-0), 14(8-0), 15/2(5-16), 16(8-0). 17(7-07), 18(5-13), 24(0-01), 25(1-02), vide Jamabandi for the year 2009-10 and situated in the area of V. Soodan, Tehsil Zira, Distt. Ferozepur, mortgage by defendant, in favour of the plaintiff-bank, vide registered mortgage deed by way of declaration u/s 4(1) dated 03-03-2015, bearing vasika no. 430 and by sale of hypothecated standing crops and by sale of other properties and assets of the defendant on the basis of documentary and oral evidence of all kinds or any other relief which this Hon'ble Court deems fit and proper.

Present : Sh. Punit Gupta , Advocate counsel for plaintiff.
Defendants ex-parte.

JUDGMENT:-

1. Plaintiff bank has filed the instant suit for recovery against the defendant averring that the defendant is agriculturist and on 02.02.2015, filed an application for sanction of Crop loan of Rs.3,00,000/-, as crop loan limit. which was sanctioned by the plaintiff-bank. In consideration of crop loan limit of Rs. 3,00,000/- and as security for the repayment thereof along-with interest and other charges etc. the defendant mortgaged his land measuring 10 kls., 00 mls. in

favour of the plaintiff-bank and executed mortgage deed dated 03.03.2015, bearing vasika no. 430 registered in the office of Joint Sub Registrar Makhu in favour of the plaintiff-bank. In consideration of crop loan limit of Rs. 3,00,000/- as mentioned above and as a security for the repayment thereof along-with interest and other charges etc., the defendant Joga Singh executed loan documents i.e

(I) Application for agricultural credit dated 02.02.2015,

(II) Agreement for Hypothecation dated 12.03.2015

(III) Letter of Agricultural Finance dated 12.03.2015

In respect of crop loan limit in favour of plaintiff Bank. The defendant agreed to pay interest 11.75% P.A with half yearly rest on the outstanding amount of crop loan limit account. The defendant also agreed to pay the enhanced rate of interest as per RBI instructions. At present rate of interest on crop limit is 10.5% P.A. The defendant agreed that the plaintiff bank will be entitled to recover the total outstanding amount from him in lump-sum, if he fails to repay the loan amount and interest thereon regularly and in time in terms of the loan/security documents. The defendant also agreed to hyopothecate his standing crops and agricultural implement in favour of the plaintiff-bank as a security for the repayment of the loan amount along-with interest and other charges etc. The defendant also agreed to abide by the terms and conditions incorporated in the agreement for hypothecation. The plaintiff bank advanced a sum of Rs. 3,00,000/- as crop loan to defendant and debited the same in the crop loan account of the defendant. The defendant availed the same but he had failed to repay the same along-with interest and other charges etc. to the plaintiff-bank in time, regularly as agreed upon by him and has thus committed breach of terms and conditions on which the loan facilities were granted to him in-spite of the repeated requests and demands, made by the plaintiff-bank. After availing the loan amount, Rs. 3,00,851/- is outstanding against the defendant in crop loan limit account in which interest is not included as the account became irregular and was declared NPA account and as per rules and regulations of the RBI when an account has become irregular and declared NPA account, then the interest becoming due thereon is not debited in the loan account and the interest applied in the account from the date of irregularity till NPA is reversed and is calculated and noted separately. So besides the said outstanding amount of Rs. 3,81,421/- a sum of RS. 1,45,414/- is also due and recoverable on account on interest on the outstanding amount up-to 28-05-2025. So, the plaintiff bank is entitled to recover at total sum of Rs. 4,46,265/ from defendant the crop loan limit account. That the defendant executed revival letters in favour of plaintiff bank on 29-03-2017, 25-03-2020 and 03.01.2023 executed Balance confirmation letters/Revival letters in favour of the plaintiff bank and acknowledgment his liability to pay the amount in dispute regarding crop loan limit. The plaintiff-bank repeatedly requested the defendant to pay the outstanding amount. Hence, the present suit has been filed.

2. Upon notice the defendant did not come present and he was proceeded against exparte and the plaintiff led exparte evidence with permission of the Court.

3. In order to prove its case, the plaintiff examined following evidence:-

(I) Oral Evidence:-

Sr. No.	Name
PW1	Rahul Kumar Assistant Branch Manager,

(II) Documentary evidence:-

Affidavit of PW1	Ex.PW1/A
Loan Application	Ex.P1
Loan sanction	Ex.P2
Hypothecation agreement	Ex.P3
Letter of agricultural finance	Ex.P4
Mortgage deed	Ex.P5
Endorsement	Ex. P5/A
Certified copy of jamabandi	Ex.P6
Revival letter	Ex.P7 to Ex. P9

Account statement	Ex.P.10 & Ex. P11

4. Thereafter, counsel for the plaintiff bank closed the exparte evidence.

5. I have heard the learned Counsel for the plaintiff and have gone through the case file carefully.

6. As discussed above, in order to prove the case of the plaintiff, PW1 Rahul Kumar Assistant, Branch Manager deposed regarding the execution of the loan documents by the defendant in favour of the plaintiff bank. In his evidence, he has tendered documents Ex.P1 to Ex.P11. The document Ex.P1 i.e. loan application form purported to have been signed by the defendant shows that the defendant applied for crop loan amount of Rs. 3,00,000/- and on the basis of said application, and in order to secure the said loan, defendant executed charge under section 4(1) of Punjab Agricultural Credit Operations and Misc.Provisions (Banks) Amendment Act, 2013 on the basis of which a letter was written by plaintiff bank to the revenue department as Ex. P5 upon which rapat No. 276 dated 05.03.2015 was recorded. Further, Ex.P.3 i.e. Hypothecation agreement was also executed and signed by the defendant. Revival Letters Ex. P7 to Ex. P9, are also purported to have been executed by defendant to show that loan application was processed and loan was sanctioned to the

defendant, which was availed by him. All these documents suggest that the defendant had availed the loan facility from the plaintiff bank, but he had failed to repay the same, as is depicted from the statement of account Ex. P.10 and Ex.P11. The original documents were brought on record at the time of leading evidence. Moreover, these documents have been prepared by the officials of the plaintiff bank in discharge of their official duties, and therefore, there is no ground to disbelieve the same. Thus, the plaintiff has fully proved on file that the defendant had availed loan of Rs. 3,00,000/- from the plaintiff bank and he had failed to repay the same and a sum of Rs. 4,46,265/- as Crop Loan Limit was due against the defendant as on 28.05.2025, as is evident from the account statement Ex.P.10 and Ex.P11. All the documentary as well as oral evidence led by the plaintiff remained unrebutted and unchallenged. In lieu of loan amount, the defendant executed declaration under section 4(1) of Punjab Agricultural Credit Operations and Misc.Provisions (Banks) Amendment Act, 2013, and created charge over his land measuring 10 Kanals 00 Marlas in favour of plaintiff bank on the basis of which Letter Ex. P5 was written to revenue department upon which rapat No. 276 dated 05.03.2015 was entered in Ex.P.6 i.e. jamabandi for the year 2019-20 showing bank's lien over the land in the question. Even the defendant did not appear in the Court to contest the instant suit. Conduct of the defendant itself show that he had nothing to say in the present suit.

7. As far as period of limitation is concerned, the loan application form is dated 02.02.2015 and the present suit has been filed on 31.05.2025. Section 62 of Limitation Act 1963 provides that the limitation for enforcement of money secured by mortgage or otherwise charged upon immovable property is 12 years from the date when the money issued for becomes due. In this instant case the defendant executed declaration under section 4(1) of Punjab Agricultural Credit Operations and Misc.Provisions (Banks) Amendment Act, 2013 and thereby created charge/mortgage qua his land in favour of plaintiff Bank. Defendant also executed revival letters in favour of plaintiff bank on 29.03.2017, 25.03.2020, 03.01.2023 and acknowledged his liability to pay the amount in dispute. Therefore, under these circumstances, the suit, which is being filed on 31.05.2025, is within the limitation.

8. In view of the above discussion, I am of the considered opinion that the plaintiff bank has fully proved on record that the defendant had availed loan and had agreed to repay the same alongwith interest but failed to repay the same. Thus, the suit of the plaintiff bank succeeds and same is hereby decreed exparte with costs and a decree for recovery of Rs. 4,46,265/- being outstanding amount in Crop Loan

Limit along-with interest @ 11.75% per annum with half yearly rests from 28.05.2025 till the realization of loan amount is passed in favour of the plaintiff and against the defendant. Defendant is given two months time to make the payment of the decretal amount failing which the plaintiff bank would be at liberty to sell the mortgaged property to realize the suit amount or if the same could not satisfy the loan amount other property of defendant can also be attached and sold and defendant will also be personally liable for loan amount.

9. Decree Sheet be drawn accordingly. File, after due completion, be consigned to the Judicial Record Room, Zira.

Pronounced.

Dated: 09.07.2026	sd/-(Deepal Singh Chhina), PCS,
Sheenam,	Civil Judge(Junior Division),
Stenographer-II	Zira/UID-PB0468

SHEENAM Digitally signed by SHEENAM Date: 2026.07.21 14:05:15 +0530

State Bank of India Vs. Joga Singh
CS/296/2025

Present : Sh. Punit Gupta , Advocate counsel for plaintiff.
Defendants ex-parte.

Arguments heard. Vide my separate detailed judgment of even date, the suit of the plaintiff has been decreed exparte with costs as stated therein. Decree sheet be prepared. File be consigned to Judicial Record Room, Zira.

Pronounced.

Dated: 09.07.2026	(Deepal Singh Chhina), PCS,
Sheenam,	Civil Judge(Junior Division),
Stenographer-II	Zira/UID-PB0468