IN THE COURT OF
Civil Judge (Junior Division) At Pathankot
Presided Over by Ms. Nazmeen Singh

CIS No.CS/1074/2024
CNR No.PBPO020015662024
Date of Institution:01.10.2024
Date of Decision: **15.09.2025**

State Bank of India, a body corporate constituted under the State Bank of India Act, 1955 carrying on the business of banking and having its central head office at Bombay and local head office at Chandigarh and branches at different places including one at Shahpur Chowk Pathankot, Tehsil and District Pathankot through its Manager.

………………………………………………... **(Plaintiff)**

Versus

Kulwinder Kumar son of Sh. Sukhmi Ram, resident of village Niari near Radha Swami Satsang Bhawan, PO Bhatwan, Tehsil Dharkalan, District Pathankot.

…………………………………….. **(Defendant)**

***Suit for* Recovery** of ₹ 5,49,409/- (Rupees Five Lacs Fourty Nine thousand Four hundred and nine only with future interest from 20.02.2024.

Present: Sh. Sanjeev Kumar Mahajan Advocate, counsel for the plaintiff.
Defendant exparte vide order dated 17.03.2025.

JUDGMENT

By way of present suit, plaintiff-bank seeks to recover ₹5,49,409/- from defendant outstanding against the loan account of defendant alongwith future interest from 20.02.2024.

2. The instant suit has been filed through Sh.Sushant, Manager of the plaintiff-bank, State Bank of India, branch Shahpur Chowk, Pathankot. As per averments in the plaint, Kulwinder Kumar defendant had applied for

loan of Rs.5,49,409/- for personal use under Xpress Credit Loan Scheme which was sanctioned on 06.04.2022. As averred, in respect of above loan defendant had executed security documents i.e. loan application, letter of arrangement, personal loan agreement etc. As alleged, the amount of loan was duly disbursed to loan account of defendant, however, he failed to repay the amount. As averred a sum of Rs.5,49,409/- is outstanding which defendant is liable to pay the due amount in the loan account. Hence the present suit.

3. Notice of the suit was issued to defendant, however, defendant failed to appear despite due service and was proceeded exparte vide order dated 17.03.2025.

4. In order to substantiate the claim of plaintiff-bank, Rajat Raj, Manager, State Bank of India, branch Shahpur Chowk, Pathankot came to depose as PW1 and tendered his affidavit Ex.PW1/A alongwith documents i.e. Loan application Ex.P1; consent form Ex.P2, arrangement letter Ex.P3, personal loan agreement Ex.P4, sanction report Ex.P5, Aadhaar Card of defendant Ex.P6, Identity Card of defendant Ex.P7, statement of account Ex.P8 and certificate under the Banker's Bank Evidence Act Ex.P9. Thereafter Rajat Raj, Manager closed exparte evidence on behalf of plaintiff-bank.

5. I have heard and thoughtfully considered the submissions made by learned counsel for the plaintiff-bank and carefully perused the judicial file.

6. It has been submitted by learned counsel for the plaintiff-bank that from the testimony of PW-1 as aforesaid and documents which have been duly proved on record the liability of defendant is clearly established. It is further submitted that defendant was proceeded against exparte and failed to contest the claim of plaintiff-bank. Accordingly, as prayed adverse inference is liable to be drawn against the defendant. Accordingly, he has prayed for decreetal of suit.

7. The case of the plaintiff is that an amount of Rs.5,00,000/- was disbursed to defendant as personal loan, however, he failed to repay the said loan. Defendant became liable to repay the said loan amount. The pleadings of the plaintiff-bank stands duly proved from the testimony of the PW-1 and documents placed on the record.

8. The suit has been duly instituted through Manager Sh. Sushant, however Sh. Rajat Raj, Manager, State Bank of India who came to depose as PW-1. He stated on affidavit that he is conversant with the facts of the case and hence in position to depose about its correctness. He then stated on oath that defendant had applied for personal loan under Xpress Credit Loan Scheme of Rs.5,00,000/- for which he filed an application and the same was sanctioned. He also stated that in the respect of the said loan, defendant executed documents and personal loan agreement respectively. He further stated that defendant became liable to repay the loan amount. He further stated that the plaintiff bank maintains its account books properly in ordinary course of banking business and that the defendant failed to pay the

outstanding loan amount which is clear from statement of account Ex. P8.

9. The evidence of the plaintiff stands unrebutted on record. The factum of sanction and disbursement of loan has been duly proved. It has also been shown from statement of account Ex.P8 ₹5,49,409 is outstanding. The loan was raised on 06.04.2022 and the suit was filed by plaintiff-bank on 01.10.2024 i.e. within three years. The suit is thus within limitation. It is therefore clear that defendant is liable to pay the outstanding amount alongwith interest. Plaintiff has further claimed pendentelite and future interest at the agreed rate, however, same being on higher side, this Court is deems it appropriate to reduce the rate of pendentelite interest to 9% P.A. and future interest 6% P.A.

10. As sequel to above discussion the suit of the plaintiff succeeds and same is hereby decreed with costs. A decree for recovery of ₹ 5,00,000/- along with simple pendentelite interest at the rate of 9% per annum from date of institution of suit till 01.10.2024 and simple future interest @ 6% from 02.10.2024 till realization of the amount is passed in favour of plaintiff-bank.

Decree sheet be prepared accordingly. File be consigned to the record room.

Pronounced in Open Court on this;
15h day of September, 2025

Nazmeen Singh, PCS
Civil Judge (Junior Division),
Pathankot/PB0551

SBI Vs. Kulwinder Kumar

Present: Sh. Sanjeev Kumar Mahajan Advocate, counsel for the plaintiff.
Defendant exparte vide order dated 17.03.2025.

Arguments heard. Vide my separate Judgment of even date the suit of the plaintiff-bank is decreed with costs. A decree for recovery of ₹ 5,49,409/- along with simple pendentelite interest at the rate of 9% per annum from date of institution of suit till 01.10.2024 and simple future interest @ 6% from 02.10.2024 till realization of the amount is passed in favour of plaintiff-bank.

Decree sheet be prepared accordingly. File be consigned to the record room.

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Civil Judge (Junior Division),
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