JHDH020004702022

Presented on : 20-04-2022
Registered on : 20-04-2022
Decided on : 29-06-2026
Duration : 4 years, 2 months, 9 days

IN THE COURT OF
Civil Judge Sr Div I cum Commercial Court AT ,Dhanbad
Presided Over by Parth Sarthi Ghosh

ORIGINAL SUIT/180/2022

CNR NO. JHDH02-000470-2022

I.C.I.C.I. Bank Limited,

At - 576-577, Commerce House, Shastri Nagar,

Bank More, P.S. Bank More, P.O. & District Dhanbad.

Represented through it's Power of Attorney holder

Miss. Ranjana Pandey, D/o. Sri Pratap Narayan Pandey

being the 'Debt Manager'

Aged about 32 years, Category-General,

Aadhar No. 7344 9972 2812, Mobile No. 7987046559.

.... Plaintiff

VERSUS

Ravindra Kumar Jha, S/o. Sachchinand Jha,

At- Near Singhara Talab, Manaitand,

Dist. Dhanbad - 826001 ….......Defendant

For the Plaintiff : Sri Sanjay Kumar Chamaria, Ld. Adv.
For the Defendant : Sri Radhey Goswami, Ld. Adv.

JUDGMENT

1. The plaintiff filed this suit for reliefs, inter alia, for money decree for an amount of Rs. 12,49,312/- together with interest @ 24% per annum till the realization of money and also cost for the suit.

2. The case of the plaintiff as it appears from the plaint, inter alia, is that the plaintiff sanctioned personal loan for purchasing vehicle to defendant of Rs. 15,79,956/- under Loan A/c No. LPDHB000377750758 on 31.08.2018 which defendant was required to repay along with interest of 12.49% in monthly installments of Rs. 33,415/- from 05.10.2018 and accordingly, an agreement under credit facility application from stood executed between them. The defendant though paid part of loan amount in installments on different dates in total to the tune of Rs. 8,93,032/- till 14.03.2022 which includes interest and penalty charges but he failed to pay the installments in terms of loan agreement thereby, a liability of Rs. 12,49,312/- accrued against him as on 18.04.2022. Loan recall notice dated 09.03.2022 were also issued to defendant against outstanding amount of Rs. 12,22,296/- as on 25.02.2022. The defendant failed to make payment of the outstanding dues and also did not respond the loan recall notice issued to him by the plaintiff and thereby the defendant is liable to pay the outstanding amount which the plaintiff is entitled to recover. The cause of action accrued within the jurisdiction of this court on 31.08.2018 and on 09.03.2022 on disbursement of loan and on issuance of loan recall notice yet, the defendant failed to clear the balance outstanding against him. The suit is valued at Rs. 12,49,312/- for the purpose of court fee and jurisdiction and ad-valorem court fee was paid.
3. The sole defendant appeared on 07.12.2024 but no W.S. was filed within prescribed time period and as such, he was debarred from filing W.S. by order dated 10.03.2025 and case record was fixed for evidence under order

VIII Rule 10 of CPC.

4. The points for consideration in this suit are as follows:-

I. Whether the plaintiff's claim is barred by the law of limitation?

II. Whether the plaintiff is entitled for money decree for recovery of money of Rs. 12,49,312/- with interest?

5. In order to substantiate pleading, the plaintiff has examined;

1	P.W.1	Ranjana Pandey

6. The plaintiff exhibited the documents which are as follows :-

1	Ext.1	Power of Attorney
2	Ext. 2	Aadhar Card
3	Ext. 3	Pan Card
4	Ext. 4	Original Preliminary Credit Facility application form
5	Ext.5	Original Credit Facility application form
6	Ext. 6	Loan account statement
7	Ext. 7	Certificate u/s 65-B Evidence Act
8	Ext. 8	Loan account statement dt. 18-04-22
9	Ext. 8/1	Certificate u/s 65-B Evidence Act

6. Neither any oral nor any documentary evidence could be produced by defendants.

FINDINGS

7. The plaintiff examined herself to prove the issues and she supported the factum of sanctioning of personal loan for purchasing vehicle to defendant of Rs. 15,79,956/- under Loan A/c No. LPDHB000377750758 on 31.08.2018. She proved preliminary credit facility application form and credit facility application form containing signature of defendant marked as Exhibit 4 & 5. The defendant failed to pay the amount and thereby, a

liability of Rs. 12,49,312/- accrued against him and the plaintiff issued loan recall notice to defendant which is Exhibit X. She also proved bank account statement relating to loan account of defendant along with certificate u/s 65 B of Evidence Act which are Exhibit 6, 7, 8 and 8/1. He also proved power of attorney issued by plaintiff bank in her favor as well as Aadhar card, PAN Card which are marked Exhibit 1,2 & 3 as well as photocopy of salary slip and loan account statement marked as Exhibit X/2 and X/3. She supported the claim of Rs. 12,49,312/- of the plaintiff and interest of 24 % which the defendant is liable to pay. The defendant did not appear before the court to cross examine the witness and as such the evidence of this witness remain intact.

8. The learned lawyer of plaintiff argued that the plaintiff led the sufficient oral and documentary evidences proving that loan of Rs. 15,79,956/- stood. sanction to defendant for purchasing vehicle but the defendant after paying some installment failed to repay the loan and thereby they issued notice to him make loan was not paid and thereby, the plaintiff filed this suit for recovery of Rs. 12,49,312/- with interest against the defendant is liable to pay.

9. During argument, none appeared for the defendant in spite of sufficient opportunity granted to him.

FINDINGS

10. On perusal of evidences led by plaintiff and pleading, I find that the claim of the plaintiff as stated in the plaint with regard to recovery of a sum of Rs.12,49,312/- due against defendants on 18.04.2022 with interest which

accrued due to failure of defendant in payment of Personal Loan of Rs. 15,79,956/- sanctioned by the plaintiff bank under Loan Account No. LPDHB00037750758 which finds support from the evidence of the plaintiff examined as well as from the documentary evidences Ext. 4, 5 & 6 which are original preliminary and original credit facility application forms as well as loan account statement but defendant failed to pay the loan amount in spite of repeated demands on which Loan Recall Notice was issued. The Exhibit- 8 which is loan account statement clearly shows that due to failure of payment the total outstanding amount fell due of Rs.12,49,312/- as on 18.04.2022 accrued against defendant and in favor of plaintiff. The oral and documentary evidences led by plaintiff remained un-rebutted as the defendant neither cross-examined the witness of plaintiff nor produced any evidence in rebuttal. Thus, the aforesaid discussion clearly proved that the loan of Rs. 15,79,956/- sanctioned in favor of defendant by the plaintiff bank under Loan Account No. LPDHB00037750758 which remained unpaid and the total liability accrued against the defendants and in favor of plaintiff bank as on 18.04.2022 as per Exhibit- 8 loan account statement is Rs. 12,49,312/- which the defendant is liable to pay. The cause of action was shown to accrue on issuance of loan recall notice on 09.03.2022. Which was supported by PW-1 in her evidence and the present suit was filed on 20.04.2022. Which is within the period of limitation.

11. Thus, I find that the defendant obtained loan of Rs. 15,79,956/- from the plaintiff bank but failed to repay the same and thereby, he incurred the

liability to make payment of sum of Rs.12,49,312/- with interest to plaintiff and, hence, the plaintiff is entitled for the decree for recovery of the same. As such, it is hereby,

O R D E R E D

That the suit is decreed in favor of the plaintiff under Order 8 Rule 10 of CPC against the defendant for realization of sum of Rs.12,49,312/- along with simple interest at the rate of 6% per annum pendent-lite and future from the filing of the present suit till its payment. However, there is no order for cost. Office is directed to prepare decree accordingly.

(Corrected and signed by me) (Dictated by me)

(Parth Sarthi Ghosh)
J.O Code - JH00586
Civil Judge (Sr.Div) 1st,
Dhanbad
Dated : 29.06.2026

(Parth Sarthi Ghosh)
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Civil Judge (Sr.Div) 1st,
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