IN THE COURT OF THE LVI ADDL. CITY CIVIL & SESSIONS JUDGE, BENGALURU (CCH 57)

:Present :

Sri. N.Sunil Kumar Singh., B.Com., LL.B.,
LVI Addl. City Civil & Sessions Judge, Bengaluru

Dated this the 10th Day of January, 2020

O.S.No.4049/2019

PLAINTIFF	:	State Bank of India SME Centre, Banasawadi, No.13, 2A Munireddy Layout, Horamavu Main Road, Banasawadi, Bangalore-560113. Represented by its Chief Manager, Sri.Shyam Sunder Rao K., Aged about 58 years, S/o K.Govind Bhat. (By Smt.Vachana G.K., Advocate)

- Vs.

DEFENDANT	:	Smt.S.Dhanalakshmi Aged about 28 years, W/o Sivan, C/o Narayanappa Building, 9th Cross, Gunjur Palya, Gunjur Post, Varthur Hobli, Bangalore-560087. (Ex-Parte)

Date of institution of the suit	:	07.06.2019		
Nature of the suit	:	Money Suit		
Date of commencement of recording of the evidence	:	28.11.2019		
Date on which the Judgment was pronounced.	:	10.01.2020		
Total duration	:	Year/s	Month/s	Day/s
		00	07	03

JUDGMENT

The suit is filed by plaintiff bank against the defendant for recovery of money and such other reliefs.

2. The facts in brief of the plaintiff's case is that, plaintiff bank constituted under State Bank of India Act having its one of the branch in Banasavadi, Bangalore represented by its Chief Manager. The defendant has approached the plaintiff bank for financial assistance for purchase of vehicle Nissan Sunny Car worth Rs.8,50,000/-. In pursuance of which the plaintiff bank has sanctioned Rs.8,50,000/- to defendant on 09.11.2015 and executed necessary loan documents agreeing to repay the said loan amount in 56 monthly installment of Rs.15,000/- p.m. along with interest at 12.20% p.a. compounded monthly and hypothecated the said vehicle in the name of plaintiff bank. After availing of such loan defendant not paid regular installments and she was chronic defaulter in payment of monthly instalments. Thus the plaintiff bank has issued legal notice to the defendant on 29.04.2019 calling upon her to pay the balance loan amount with accrued interest. But the said notice was returned unserved and defendant is due in a sum of Rs.8,42,496/- to the plaintiff bank as on the date of filing of this suit. The suit of the plaintiff is within time and defendant has to pay suit claim along with interest at 12.15% p.a. compounded monthly. Hence it is prayed to decree the suit with cost.

3. After service of suit summons the defendant not appeared before court nor filed their written statement. Hence defendant has been placed exparte and posted for plaintiff's evidence.

4. On the above pleadings following points arises for my consideration.

1. **Whether the plaintiff proves that defendant has borrowed loan of Rs.8,50,000/- by executing necessary loan papers in favour of the plaintiff bank agreeing to repay the same in 56 monthly installments along with interest at the rate of 12.20% p.a.?**
2. **Whether the plaintiff proves that they are entitled to recover a sum of Rs.8,42,496/- from the defendant along with interest at the rate of 12.15% p.a. from the date of suit till realization?**
3. **Whether the plaintiff is entitled for the reliefs as claimed in the suit?**
4. **What order or decree?**

5. In order to prove the case of the plaintiff, Manager of plaintiff's bank got examined himself as P.W.1 by filing his affidavit evidence and got marked documents Ex.P.1 to P.10. Since the defendant was placed exparte there is no evidence on behalf of the defendant.

6. Heard arguments of learned counsel for plaintiff.

7. My answer to the above Points are as follows:

Issue No.1 to 3 : In the Affirmative

Issue No.4 : As per my final orders for the following:

REASONS

8. Points **NO.1 TO 3:** Since these three Points are interconnected to each other, they have been taken together for my discussion in order to avoid repetition of facts and findings to be given their under.

9. It is the case of the plaintiff that, plaintiff bank constituted under State Bank of India Act having its one of the branch in Banasavadi, Bangalore represented by its Chief Manager. The defendant has approached the plaintiff bank for financial assistance for purchase of vehicle Nissan Sunny Car worth Rs.8,50,000/-. In pursuance of which the plaintiff bank has sanctioned Rs.8,50,000/- to defendant on 09.11.2015 and executed necessary loan documents agreeing to repay the said loan amount in 56 monthly installment of Rs.15,000/- p.m. along with interest at 12.20% p.a. compounded monthly and hypothecated the said vehicle in the name of the plaintiff bank. After availing of such loan defendant not paid regular installments and she was chronic defaulter in payment of monthly installments. Thus the plaintiff bank has issued legal notice to the defendant on 29.04.2019 calling upon her to pay the balance loan amount with accrued interest. But the said notice was returned unserved and defendant is due in a sum of Rs.8,42,496/- to the plaintiff bank as on the date of filing of this suit. The suit of the plaintiff is within time and defendant has to pay suit claim along with interest at 12.15% p.a. compounded monthly.

10. In order to prove the case of the plaintiff, Manager of plaintiff's bank got examined himself as P.W.1 by filing his affidavit evidence reiterated the plaint averments and deposed that, he has been authorized by plaintiff bank to depose on their behalf and in order to substantiate the same authorization letter issued by plaintiff bank in the name of P.W.1 is marked as Ex.P.1. The recitals of Ex.P.1 clearly discloses that, P.W.1 is duly authorized by plaintiff bank to represent in the present suit and depose on their behalf. Further P.W.1 deposed that, the defendant approached their bank for financial assistance to purchase car on 09.10.2015 and submitted application and borrowed a sum of Rs.8,50,000/- and executed necessary loan papers in favour of the bank agreeing to repay the same in 56 monthly installments of Rs.15,000/- each along with interest at 12.20% p.a. compounded monthly. In order to substantiate the same loan application submitted by defendant is marked as Ex.P.2, loan sanctioned letter is marked as Ex.P.3, term loan agreement is marked as Ex.P.4 and hypothecation agreement is marked as Ex.P.5 and evidence of PW.1 and all these documents discloses that, defendant has borrowed a sum of Rs.8,50,000/- for purchase of car and hypothecated the said car in the name of plaintiff bank.

11. PW.1 further deposed that, defendant was chronic defaulter in payment of installments and there was outstanding balance of Rs.8,42,496/- in the said loan account of the defendant. Hence they have issued legal notice to the defendant on 29.04.2019 calling upon the defendant to repay the outstanding loan amount with accrued interest. In order to substantiate the same the copy of notice is marked as Ex.P.8 and postal receipt is marked as Ex.P.9 and admittedly the said notice was sent by RPAD to the admitted address of defendant which was returned unserved and postal cover is marked as Ex.P.10 and contents of said postal cover which is the copy of notice is marked as Ex.P.10(a). The loan ledger extract of the defendant is marked as Ex.P.6 along with the certificate Ex.P.7 which discloses that, as on the date of filing of this suit there was balance outstanding Rs.8,42,496/- in the loan account of the defendant. Despite of issuing notice as per Ex.P.8 and even though the defendant has knowledge about the said notice she has not paid the said sum to the plaintiff bank. Thus the plaintiff bank is entitled to recover the suit claim along with accrued interest at the rate of 12.15% p.a. as prayed in the suit.

12. Since there is no rebuttal evidence on behalf of the defendant. There is no material available on record to disbelieve the evidence and documents of PW.1 herein. The evidence of PW.1 their documents Ex.P.1 to P.10 discloses that, defendant has borrowed loan from the plaintiff bank and not repaid installments regularly and there is outstanding balance of Rs.8,42,496/- in the loan account of defendant and as per the terms of the agreement executed by defendant she is liable to pay interest at the rate of 12.15% p.a. from the date of suit till realization to the plaintiff bank on the suit claim. Thus plaintiff bank is entitled to recover the said sum which is outstanding in the loan account of the defendant along with current and future interest at the rate of 12.15% p.a. from the date of suit till realization. Accordingly, I hold **Point No.1 to 3 as Affirmative.**

13. <u>**POINT NO.4:**</u> For my discussion to point No.1 to 3 above, I proceed to pass the following:-

<u>ORDER</u>

The suit of the plaintiff bank is decreed with cost.

Plaintiff bank is entitled to recover sum of Rs.8,42,496/- along with interest at the rate of 12.15% p.a. from the date of suit till realization from the defendant.

Draw decree accordingly.

(Typed to my online dictation by Stenographer, revised and signed by me and thereafter pronounced in the Open Court on this the ***10th Day of January, 2020****)*

(N. Sunil Kumar Singh)
LVI Addl.City Civil & Sessions Judge, Bengaluru.

ANNEXURE

1. **Witnesses examined on behalf of the plaintiff.**

P.W.1 Sri.Gopesh Lal

2. **Witnesses examined on behalf of the defendants.**

-NIL-

3. **Documents marked on behalf of the plaintiff.**

Ex.P.1	Authorization Letter.
Ex.P.2	Loan application.
Ex.P.3	Sanction Letter from SBI.
Ex.P.4	Term loan agreement.
Ex.P.5	Hypothecation agreement of term loan.
Ex.P.6	Loan ledger extract.
Ex.P.7	Certified copy of statement of account.
Ex.P.8	Legal notice.
Ex.P.9	Postal receipt.
Ex.P.10	Postal acknowledgement.
Ex.P.10(a)	Contents of postal cover which is the copy of notice.

4. **Documents marked on behalf of the defendant.**

-NIL-

(N. Sunil Kumar Singh)
LVI Addl.City Civil & Sessions
Judge, Bengaluru.

Order pronounced in open Court.
(Vide separate order)

ORDER

The suit of the plaintiff bank is decreed with cost.

Plaintiff bank is entitled to recover a sum of Rs.8,42,496/- along with interest at the rate of 12.15% p.a. from the date of suit till realization from the defendant.

Draw decree accordingly.

LVI Addl.City Civil & Sessions
Judge, Bengaluru.