IN THE COURT OF III ADDITIONAL CIVIL JUDGE (JUNIOR DIVISION) :: VIJAYAWADA

Present: Shaik Rehana,
III Additional Civil Judge (Junior Division),
Vijayawada.

TUESDAY, this the 23rd day of September, 2025

OS.No.1911 of 2022

Between:

Canara Bank rep., by its Chief Manager V. Vijayasree, D/o. V. Rama Rao aged about 52 years, Residing at Vijayawada, Krishna District

...Plaintiff

A N D

1. Shaik Khaleel, S/o. Meeravali aged about 31 years, Proprietor of M/s. Modern Graphics World, Residing at D.No.29-136, Faiz Street, 2nd Line, Yanamalakuduru Village, Penamaluru Mandal, Krishna District

2. Mohammad Gouse Samdani, S/o. Razak aged about 45 years, residing at D.No.74-32/2-10B, Pappula Mill Centre, M. V. Prasad Road, kanuru, Vijayawada, Krishna District

...Defendants

This suit is coming on 08-09-2025 for final hearing before me in the presence of Sri Md. Hayad, learned counsel for the plaintiff and defendants remained exparte and upon perusing the material on record and having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

1. This suit is filed for recovery of Rs.1,47,253.03 Ps., against the defendants with subsequent interest @ 10.05% per annum from the date of filing of the suit till the date of realization and for costs.

2. The brief averments of the plaint are that, the erstwhile Syndicate Bank, NTR Cirlce Branch sanctioned loan amount of Rs.2,60,000/- to the 1st defendant vide loan Account No.37517910000849 for the purpose of his existing business, and that, the defendants executed all the relevant loan documents in favour of erstwhile Syndicate Bank on 05-10-2015, for which, the 1st defendant executed composite hypothecation agreement, Dt: 05-10-2015 in favour of erstwhile Syndicate Bank by agreeing to repay the same along with interest @ 10.95% per annum within eighty four (84) equated monthly installments @ Rs.4,517.01 Ps., along with interest, so also, the 1st defendant executed stamped receipt Dt: 05-10-2015 and the 2nd defendant stood as guarantor, for which, executed guarantee agreement, on that, the plaintiff bank opened the bank account in the name of the 1st defendant, but later, the 1st defendant paid some part payments from 31-10-2017 to 19-01-2019, later inspite of repeated demands, the defendants did not choose to repay the said amount and the 1st defendant has liable to pay an amount of Rs.1,47,253.03 Ps., as per account on 31-07-2022. Hence, the suit.

3. Suit summons served on the defendants, there is no representation from the defendants and they are absent inspite of opportunity given by the Court and there is no representation. Hence, the defendants set exparte on 30-10-2023 and 20-06-2025 respectively.

4. On behalf of plaintiff, PW-1 filed his proof affidavit, he himself examined as PW-1 and got marked Ex.A1 to Ex.A7.

5. Heard the learned counsel for plaintiff and perused the material available on record.

6. Now the point for determination is:

Whether the plaintiff bank is entitled for recovery of the suit amount from the defendants as prayed for?

<u>POINT:</u>

7. It is the contention of the plaintiff that, the plaintiff bank sanctioned loan amount of Rs.2,60,000/- to the 1st defendant vide Loan Account No.37517910000849 for the purpose of improve his existing business, for which, the 1st defendant executed all the relevant documents in favour of erstwhile Syndicate Bank and the 1st defendant availed the said loan amount on 05-10-2015 by agreeing to repay the same along with interest @ 10.95% per annum within eighty four (84) equated monthly installments @ Rs.4,517.01 Ps., per month to the plaintiff bank and 2nd defendant stood as guarantor, for which, the 2nd defendant executed guarantee agreement, Dt: 05-10-2015, but later, the defendants made some part payments during the period from 31-10-2017 to 19-01-2019, but later, the defendants did not choose to repay the amount inspite of repeated demands and the defendants has liable to pay an amount of Rs.1,47,253.03 Ps., as on 31-07-2022. Hence, the plaintiff constrained to file this suit.

8. To prove the contention of the plaintiff, he himself examined as PW-1 by filing his chief examination affidavit, reiterating the contents of the plaint and he filed Ex.A1 to Ex.A7. Ex.A1 is loan application submitted by the defendants,

Dt: 05-10-2015, Ex.A2 is original composite hypothecation agreement executed by 1st defendant, Dt: 05-10-2015, Ex.A3 is original process note, Dt: 29-09-2015, Ex.A4 is original guarantee agreement executed by 2nd defendant, Dt: 05-10-2015, Ex.A5 is original stamped receipt executed by the defendant in favour of plaintiff bank, Dt: 05-10-2010, Ex.A6 is original acknowledgment of debt executed by the 1st defendant, Dt: 01-10-2021 and Ex.A7 is certified copy of account (certified as per Bankers Books Evidence Act) during the period from 05-10-2015 to 31-07-2022.

9. As such, the oral testimony of PW-1 coupled with documentary evidence Ex.A1 to Ex.A7 remained unchallenged. Ex.A1 proves that, the 1st defendant approached the plaintiff bank and submitted the loan application to the plaintiff bank. Ex.A2 to Ex.A5 proves that, the defendants executed the loan cum hypothecation agreement, so also, guarantee agreement and other relevant documents. Ex.A6 proves that, the acknowlegment of the plaintiff bank for an amount of Rs.2,60,000/- vide Loan Account No.37517910000849, for which, the 1st defendant signed on the same. Ex.A7 proves that, the statement of the 1st defendant during the period from 01-01-2010 to 24-08-2022 and the loan amount of Rs.2,60,000/- was disbursed on 05-10-2015 to the 1st defendant and also shows that, the 1st defendant made some part payments. Since, the defendants remained exparte, this Court is of the considered view that, the oral testimony of PW-1 coupled with documentary evidence Ex.A1 to Ex.A4 clinchingly proved the claim of the plaintiff. Thus, the plaintiff is entitled for recovery of suit amount from the

defendants as prayed for. Accordingly, the point is answered in favour of the plaintiff.

10. **In the result**, the suit is decreed with costs directing the defendants 1 and 2 to pay the plaintiff a sum of Rs.1,47,253.03 Ps., (Rupees One lakh forty seven thousand two hundred and fifty three and three paise only) with subsequent interest at the rate of 12% p.a., from the date of filing of the suit till the date of decree and thereafter with future interest at the rate of 6% p.a., from the date of decree till the date of realization on balance amount of Rs.1,47,253.03 Ps.,

Typed to my dictation by the Stenographer, corrected and pronounced by me in open court on this the 23rd day of September, 2025.

Sd/- Shaik Rehana,
III Additional Civil Judge (Junior Division),
Vijayawada.

APPENDIX OF EVIDENCE
WITNESS EXAMINED

For Plaintiff:	**For Defendants:**
PW-1: Dasari Bhanu Prakash	-None-

DOCUMENTS MARKED

For Plaintiff:

Ex.A1: Loan Application submitted by the defendants, Dt: 05-10-2015
Ex.A2: Original composite hypothecation agreement executed by 1st defendant, Dt: 05-10-2015
Ex.A3: Original process note, Dt: 29-09-2015
Ex.A4: Original guarantee agreement executed by the 2nd defendant, Dt: 05-10-2015
Ex.A5: Original stamped receipt executed by the defendants in favour of plaintiff bank, Dt: 05-10-2010
Ex.A6: Original acknowledgment of debt executed by the 1st defendant,

Dt: 01-10-2021

Ex.A7: Certified copy of account (certified as per Bankers Books Evidence Act) during the period from 05-10-2015 to 31-07-2022

For Defendants:

-NIL-

Sd/- Shaik Rehana,
III Additional Civil Judge (Junior Division),
Vijayawada.