

*E-filing.*

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**IN THE COURT OF CIVIL JUDGE (SENIOR DIVISION), AT SILLOD.**  
(BEFORE : S. S. DESHMUKH)

**Regular Civil Suit No.240/2025**

**Exh. No.23**

Bank of Baroda,  
A Statutory Body Constituted under  
the Banking Companies [Acquisition  
and Transfer of Undertakings] Act  
(Act No.5 of 1970), having its Head Office  
at Mandvi, Regional Office at Chh.  
Sambhajinagar and Branch Office  
at Undangaon, Tq. Sillod, Dist. Chh.  
Sambhajinagar, through it's Branch Manager,  
Mr. Gajanan S/o Devrao Bhise,  
Age : 38 years, Occu. Service,  
R/o. Undangaon, Tq. Sillod, Dist. Aurangabad. **...PLAINTIFF**

**VERSUS**

1] Kaduba Fakira Lokhande,  
Age : 60 years, Occ. Agri.,  
R/o. Mandana, Tq. Sillod,  
Dist. Chh. Sambhajinagar.

2] Sunil Sandu Lokhande,  
Age : 55 years, Occ. Agri.,  
R/o. Mandana, Tq. Sillod,  
Dist. Chh. Sambhajinagar.

**...DEFENDANTS**

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**Claim** : Suit for recovery of an amount of Rs.4,53,192.16/-.

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Shri. S. K. Dhakre, Ld. Advocate for Plaintiff.  
Exparte against defendants.

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### **J U D G M E N T**

(Delivered on 12<sup>th</sup> Day of March, 2026)

1. The plaintiff has filed suit for recovery of term loan of Rs.4,53,192.16/- with interest thereon @ 9.60% per annum from 05.12.2024 till realization of entire loan amount against the defendants.

2. **Brief facts of the plaintiff's case are as follows :**

The Plaintiffs bank is a Statutory Body Constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act (Act No.5 of 1970), having their Head Office at Mandvi, Regional Office at Chh. Sambhajinagar and Branch Office at Undangaon, Tq. Sillod, Dist. Chh. Sambhajinagar. The defendants had approached plaintiff bank for requesting term loan facility. Considering request of defendants, the plaintiff bank was sanctioned the term loan of Rs.1,96,000/- on 13.07.2016, which is repayable with the interest @ 9.60% per annum. The defendants had agreed to repay the entire term loan as per rules.

3. It is contended by plaintiff that the defendants had accepted terms and condition of loan. The defendant No.1 is borrower and defendant No.2 had stood guarantor on the term loan which was disbursed to the defendant No.1 by opening loan account No.11110600003696. The defendants had executed documents in

favour of plaintiff bank as specified in para no.3 of this plaint and thereby agreed to repay the loan amount.

4. It is contended that, the defendant had executed declaration under Section 5(1) of Maharashtra Provision Facility for Agricultural Credit by Banks Act, 1974 vide day book Sr. No.167/2016 dated 09.05.2016 before Sub Registrar Office, Sillod in respect of lands Gat No.190 and 50 situated at village Mandana, Tq. Sillod, District Chh. Sambhajinagar to the extent of 00 H. 58 R and 01 H. 82 R respectively and thereby plaintiff bank was empowered to foreclosure the property of defendant against the loan amount. The loan was disbursed in the aforementioned loan account, however, defendants have failed to make the payment of loan amount and therefore, the loan account of defendants had become NPA.

5. It is contended that the plaintiff bank had demanded outstanding loan amount of Rs.4,53,192.16/- and interest thereon from 05.12.2024 at the rate of Rs.9.60% per annum with penal interest 2% to the defendants as per statement of account maintained in the name of defendant No.1. The defendants have executed several documents in favour of plaintiff bank. The defendants avoided and failed to pay loan amount, therefore, plaintiff bank had constrained to file suit against the defendants for recovery of loan amount as claim in the suit.

6. The defendants No.1 and 2 were served with suit summons, but they failed to appear in the suit, the suit was proceeded ex parte against them by passing order below Exh.1 on 13.01.2026.

7. Heard Ld. Advocate for the plaintiff.
8. On the basis of contentions following points arise for determination of suit and I have recorded my findings thereon with reasons as follows :-

SR. NO.	POINTS	FINDINGS
1)	Does plaintiff proved that the term loan of Rs.1,96,000/- with interest @ 9.60% p.a. was sanctioned to the defendant No.1 and defendant No.2 had become guarantor ?	Affirmative
2)	Whether plaintiff has proved that the defendant No.1 has availed term loan of Rs.1,96,000/- with interest @ 9.60% p.a. ?	Affirmative
3)	Whether plaintiff bank proved that the defendants are outstanding to pay loan amount of Rs.4,53,192.16/- with interest thereon @9.60% p.a. with penal interest @2% p.a as prayed ?	Partly Affirmative
4)	Whether plaintiff bank is entitled to recover Rs.4,53,192.16/- with interest thereon @9.60% p.a. with penal interest @2% p.a as prayed ?	Partly Affirmative
5)	What order ?	As per final order.

## **REASONS**

### **AS TO POINT NO.1 TO 5 :**

9. The plaintiff bank has produced an affidavit of examination-in-chief of its employee Gajanan S/o. Devrao Bhise at Exh.6 and relied upon following documents at Exh.07 to 21 in order to prove its claim.

Sr. No.	Description	Exhibit
1)	Loan application From by defendant No.1 to plaintiff alogwith Aadhaar Card.	07
2)	Information letter given by defendant No.2 to plaintiff bank.	08
3)	Sanction letter issued by plaintiff bank in the name of defendant No.1.	09
4)	DP note signed by defendant No.1 & letter of installment with acceleration clause.	10
5)	Composite Hypothecation agreement for agricultural finance.	11
6)	General Form of Guarantee executed by defendant No.2 in favour of plaintiff.	12
7)	Mortgage declaration u/s. (a) of Sec. 5 of Maharashtra Provision Facility for Agricultural Credit by Banks Act, 1974.	13
8)	Letter issued by concerned Talathi to plaintiff bank in respect of created charge of plaintiff bank on 7/12 extract.	14
9)	Letter of acknowledgment of debt.	15
10)	Letter of acknowledgment of debt.	16
11)	Letter given by defendant No.1 to plaintiff bank in respect of to give time limit to loan account.	17
12)	Letter of acknowledgment of debt.	18
13)	Legal Notice issued by Advocate of plaintiff bank to defendants in respect of recovery of entire loan amount dated 31.01.2025.	19
14)	Three Postal receipts of RPAD notice dated 10.02.2025.	20
15)	Copy of account statement along with certificate U/sc 2 A of Bankers Books of Evidence At 1891.	21

**10.** The plaintiff bank has examined witness Gajanan S/o. Devrao Bhise at Exh.6 and relied upon original documents in support of evidence at Exh.07 to 21 and these documents are duly referred in evidence and proved. The plaintiff bank has filed evidence closed pursis at Exh.22. The defendants have neither disputed the claim of plaintiff bank nor denied the loan transaction and the documents submitted by the plaintiff bank annexed at Exh.07 to 21. The defendants have failed to appear and did not deny the statement of loan account of plaintiff bank and therefore the statement of plaintiff bank has remain unchallenged and therefore, the statement of plaintiff bank is required to be taken to be admitted by the defendants in terms of provisions of Order VIII Rule 5 (1) of Code of Civil Procedure.

**11.** In view of evidence of witness of plaintiff bank, it appears that, the defendants had requested term loan of Rs.1,96,000/- with interest @ 9.60% p.a. The amount was disbursed in the loan account maintained with plaintiff bank and defendant No.2 stood guarantor. The loan documents relied upon by the plaintiff bank annexed at Exh.07 to 21 have established that the term loan of Rs.1,96,000/- was sanctioned to the defendant No.1 with the interest @9.60% per annum and the defendant No.2 had stood as guarantor to the loan transaction of defendant No.1.

**12.** The plaintiff bank has claimed that the defendants had availed term loan facility, however, failed to repay the loan amount and therefore, claimed due amount Rs.4,53,192.16/- shown as on 05.12.2024 in view of statement of account annexed at Exh.21. The statement of account is supporting to the case of plaintiff bank and

established the fact that defendant is outstanding to pay amount of Rs.4,53,192.16/- for the term loan. The plaintiff bank has sought future interest @ 9.60% per annum including 2% penal interest against the defendants as agreed. However, there is no such crop which justifies right of plaintiff bank to claim penal interest against the defendants for the default of term loan. Hence, plaintiff bank is not entitled for penal interest. In view of the terms and conditions of the loan agreement plaintiff bank is entitled for recovery of sum of Rs.4,53,192.16/- with interest @ 9.60% p.a. for term loan from 05.12.2024 till actual realization of the entire amount from defendants jointly and severally.

**13.** The the defendant had executed declaration under Section 5(1) of Maharashtra Provision Facility for Agricultural Credit by Banks Act, 1974 vide day book Sr. No.167/2016 dated 09.05.2016 before Sub Registrar Office, Sillod in respect of lands Gat No.190 and 50 situated at village Mandana, Tq. Sillod, District Chh. Sambhajinagar to the extent of 00 H. 58 R and 01 H. 82 R respectively and thereby plaintiff bank was empowered to foreclosure the property of defendant against said loan amount. The plaintiff bank has proved its case through oral as well as documentary evidence.

**14.** The defendants did not appear and did not challenge the evidence of plaintiff bank. There is no contrary evidence from the defendants. The statement of loan account of plaintiff bank annexed at Exh.07 to 21 corroborates the case of outstanding amount as claimed. The defendants have failed to repay loan amount and therefore, the plaintiff bank is entitled for recovery of

Rs.4,53,192.16/- with interest @ 9.60% p.a. from 05.12.2024 till its realization of entire amount from defendants jointly and severally and if the defendants No.1 failed to make payment of outstanding decretal amount, then plaintiff bank is entitled for foreclosure of mortgage property as prayed for recovery of loan amount. Consequently, I answer points No.1 and 2 in affirmative and in answer to point No.3 and 4 partly affirmative and in the result and for the point No.5, I proceed to pass following order :

**ORDER**

- 1] The suit is partly decreed with costs.
- 2] The defendants are directed to pay jointly and severally the sum of Rs.4,53,192.16/- (Rs. Four Lakhs Fifty Three Thousand One Hundred Ninety Two and Sixteen Paise only) to plaintiff bank along with interest @9.60% per annum from 05.12.2024 as claimed in prayer clause of the plaint till its actual realization of entire amount.
- 3] The plaintiff bank is entitled for foreclosure of mortgage property as prayed for recovery of loan amount if the defendant No.1 has failed to make the payment of loan amount.
- 4] Decree be drawn up accordingly.  
(Typed and pronounced in open court.)

Date : 12.03.2026.

(S. S. Deshmukh)  
Civil Judge (Senior Division),  
Sillod.