


ADVOCATE DETAILS FORM

Name of the Advocate	DESHMUKH RAVINDRA SUDHAKARRAO
Address.	Maitray Krantinagar, Nagar Road, Beed. Dist. Beed.
Advocate Code.	955.
E-mail ID	Advo.ravindradeshmukh@gmail.com
Mobile No.	9422332053.
Signature of Advocate.	

IN THE COURT OF THE CIVIL JUDGE S.D.
AT AMBAJOGAI .

RCS. No. /2025 .

नि.१/ब

Plaintiff :

Bank of Baroda

A Body Corporate Constituted Under The Banking Companies (Acquisition And Transfer of Undertaking) Act, 1980 Having its Head Office at Baroda Bhavan RC Dutta Road, Mandvi, Baroda-390007. **Branch at Ambajogai, Tq. Ambajogai, Dist Beed through Shri. Suraj Shriwastav, Age 49 Yrs, Occup. Service R/o Ambajogai.**

V e r s u s.....

Defendants :

1. **Shrikishan Nivrutti Shinde .**
Age 60 Yrs, Occup. Agriculture,
R/o At Gitta Post Jalgaon , Tq. Ambajogai, Dist. Beed.

(Borrowers)

2. **Nagorao Shridharrao Lomte .**
Age 30 Yrs, Occup. Agriculture,
R/o AT Gitta Post Jalgaon , Tq. Ambajogai,
Dist. Beed.

(Guarantor)

{ The Plaintiff and Defendants are Indian }

Claim : For recovery of Rs. Rs.2,65,565/-

Valuation for Court jurisdiction & Court fees of Rs. 9,830/-
Court Fees Paid Rs. 9,830/-.

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PLAINT UNDER SECTION 26, ORDER 7, RULE 2 OF C.P.C.

Hon.'ble Sir,

That the Plaintiff/ Bank most respectfully submits as under:-

PARA No.1. That the Plaintiff Bank is an incorporated National Bank providing finance for various schemes approved by Govt. of India under control, directions & regulations of R. B. I. Address of the Plaintiff for the purpose of this suit is that of Shri. R. S. Deshmukh Advocate.

PARA No2. That the Defendant No.1 is the borrower & Defen. No. 2 is the Guarantor of Defen. No.1 who has availed the loan facility from Plaintiff Bank.

PARA No.3. That the Defendant No. 1 & 2 are an agriculturist, having landed property at Yelda Tq. Ambejogai in Sy. /Gat No. 213 adm. 01 H 28 AAR & Sy. /Gat No. 227/1 adm. 00 H 78 AAR . That in order to develop annual agricultural income the Defendants approached to the Plaintiff Bank on Dt. 15/10/2015 and filed Loan Application & Plaintiff Bank sanctioned the loan limit of Rs.3,80,000/- to the Defendant No.1 for loan for Raising Crop loan for Twelve Months on the following terms & conditions:

- I. That the Borrower to accept the terms & conditions mentioned in the sanction letter.
- II. That the Borrower to pay minimum rate of interest at 9.65 % Per Annum with Half Yearly rests.
- III. That the Borrower to repay the loan amount within 12 months subject to annual review after harvesting & marketing crop.
- IV. That the Borrower to execute an agreement for Hypothecation covering loan limit in favor of the Plaintiff Bank.(LDOC-28A)
- V. Borrower to execute Composite Undertaking Cum-Declaration.
- VI. Guarantors to execute the General Form of Guarantee LDOC 33.



VII. **Borrower to execute a D. P. Note.**

VIII. **That the inspection charges of the Bank's officials will be debited to the Borrower's account.**

PARA No.4. That the Plaintiff Bank given **Sanction Letter** to the Defendants in duplicate copy & Defendants returned a copy of sanction advice letter duly signed to the Plaintiff Bank in token of having accepted the terms & conditions mentioned therein, the original sanctioned advice letter is filed herewith.

PARA No.5. That on Dt. 16/09/2015 the Defendant executed an **Declaration Cum Undertakings Cum Authority** covering loan limit of Rs.3,80,000/- & the same is continued on the printed form. That the Defendants have signed on each page of agreement in token of having accepted the terms & conditions mentioned in it and the original agreement is filed herewith.

PARA No.6. That on Dt. 16/09/2015 the Defendants executed an **Agreement for Hypothecation** covering loan limit of Rs.3,80,000/- **on the stamp paper of Rs.100/-** & the same is continued on the printed form. That the Defendant has signed on each page of agreement in token of having accepted the terms & conditions mentioned in agreement the original agreement is filed herewith.

PARA No.7. That on Dt. 16/09/2015 the Defendants executed an **General Form of Guarantee** covering loan limit of Rs.3,80,000/- & the same is continued on the printed form. That the Defendants have signed on each page of agreement in token of having accepted the terms & conditions mentioned in agreement the original agreement is filed herewith.

PARA No.8. That on Dt. 07/08/2015. the Defendant executed a **Demand Promissory Note** covering loan limit of Rs.3,80,000/-. That the Defendants signed on it.

PARA No.9. That after completing the required documents from the Defendant No.1, Plaintiff Bank opened the account of the Defendant to the Bank record as **A/c No 06/2205** during the regular course of business.

PARA No.10. That the Defendant No.1 availed the loan limit of Rs. 3,80,000/- from the Plaintiff Bank & same is utilized by him raising good crop in his field. That the Defendant got good income but he failed to repay the loan amount as agreed.

PARA No.11. That the Defendants on Dt.20/08/2018,10/04/2021 & Dt. 04/11/2023 executed **Letters of Acknowledgment of Debt** in favor of the

plaintiff Bank covering the loan limit of Rs.3,80,000/- & there by accepted liability to repay the loan amount as per the agreement Dt.09/10/2015. That the Defendants have signed on **Letters of Acknowledgment of Debt**. That the original **Letters of Acknowledgment of Debt** are filed herewith.

PARA No.12. That as the Defendants failed to repay the loan amount Plaintiff Bank issued the Demand Notice by Registered Post A. D. to the Defendants on Dt.13/06/2024 . That in spite of receiving Notice Defendants failed to repay the loan amount. That an amount of Rs.2,65,565/- is a due & is recoverable from the Defendants. That an account extract is filed herewith.

PARA No.13. That the cause of action for suit arose of Dt. 16/09/2015 when the Defendants accepted the terms & conditions of sanction advice letter also & also executed agreement for Composite Hypothecation for Agricultural Finance, Declaration-Cum- Undertakings-Cum- Authority, Stamp As On Agreement Plus Power Of Attorney Letters of Acknowledgment of Debt on 20/08/2018,10/04/2021 & Dt. 04/11/2023 covering loan limit in favor of Plaintiff Bank & accepted the liability to repay the loan amount as per the agreement Dt.16/09/2015 . That the cause of action also arose on every date of transaction made by Defendant with the Plaintiff Bank. That the cause of action for the suit also arose on Dt. 13/06/2024 when the Plaintiff Bank issued the demand Notices to the Defendants.

PARA No.14. That the Parties to the suit resides within the jurisdiction of this Court & the transaction also took place within the jurisdiction of this court hence this Court is competent to try this suit.

PARA No.15. That the valuation for the Court jurisdiction & Court fees is made at Rs.2,65,565/- on which the Court fees of Rs. 9,830/- is paid which is sufficient. That an affidavit is filed herewith.

Prayer.....

1. That the Plaintiff's suit for recovery of Rs.2,65,565/- (Two Lakhs Fifty five Thousands five Hundred Fifty five Only.) may kindly be Decreed against the Defendant with costs.
2. That the Hypothecated property i.e. crop in the field of the Defendant may kindly be put to an auction & sale proceeds may kindly be appropriated towards the Decreeal amount.
3. That the charge of the Decreeal amount may kindly be declared over the land situated at Yelda Tq. Ambejogai in Sy. /Gat No. 213

adm. 01 H 28 AAR & Sy. /Gat No. 227/1 adm. 00 H 78 AAR & if Defendants failed to pay the Decreeal amount charge declared property be put to auction & sale proceeds may kindly be appropriated towards the Decreeal amount.

4. That future interest at the rate of Rs.9.65% P. A. may kindly be awarded from the date of filing the suit till the realization of Decreeal amount.
5. That, in the event of there being a deficiency after such application of proceeds mentioned the decree may also be passed directing defendants to pay the defecate amount with interest, and in default the personal assets of defendants may kindly be attached and sold and proceeds be apprised in and towards the defecate amount with interest and expenses due thereon.
6. That the any other relief to which the Plaintiff is entitled may kindly be given.

Plaintiff.....

Dt. 19 / 07 / 2025 .
Ambajogai.

Bank of Baroda
Br. Tq. Ambajogai
Per Manager



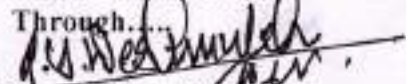
I, do hereby solemnly affirm that the contents of this Plaint from Para No. 1 to 13 are true & correct as to the best of my knowledge & belief & the contents of the Para No.14 & 15 are true & correct as per the legal advice.

Dt. 19 / 07 / 2025 .
Ambajogai.

Bank of Baroda
Br. Tq. Ambajogai
Per Manager



Drafted as per the instruction of client.

Through.....

Adv. R. S. Deshpande.

A F F I D A V I T
IN THE COURT OF THE CIVIL JUDGE S.D.
AT Ambajogai.

RCS. No. /2025.

नि.५/ड

Plaintiff :

Bank of Baroda

A Body Corporate Constituted Under The Banking Companies (Acquisition And Transfer of Undertaking) Act, 1980 Having its Head Office at Baroda Bhavan RC Dutta Road, Mandvi, Baroda-390007. **Branch at Ambajogai, Tq. Ambajogai, Dist Beed through Shri. Suraj Shrivastav, Age 49 Yrs, Occup. Service R/o Ambajogai.**



V e r s u s.....

Defendants :

1. **Shrikishan Nivrutti Shinde .**
Age 60 Yrs, Occup. Agricultur, R/o At Gitta Post Jalgaon , Tq. Ambajogai, Dist. Beed.

(Borrowers)

2. **Nagorao Shridharrao Lomte .**
Age 30 Yrs, Occup. Agricultur, R/o AT Gitta Post Jalgaon , Tq. Ambajogai, Dist. Beed.

(Guarantor)

{ The Plaintiff and Defendants are Indian }

Claim : For recovery of Rs. Rs.2,65,565/-

Valuation for Court jurisdiction & Court fees of Rs. 9,830/-
Court Fees Paid /-Rs. 9,830/-.

Before Me

PLAINT UNDER SECTION 26, ORDER 7, RULE 2 OF C.P.C.

V.P. Joshi
Advocate & Notary (Reg. No. 26230)
ADIVR No. 10/25

Hon.'ble Sir,

I, Suraj Shrivastav , age:49 years, Occupation: Service as Branch Manager Bank Of Baroda, Br. Tq. Ambajogai states on solemn affirmation as under:-:-

PARA No.1. That the Plaintiff Bank is an incorporated National Bank providing finance for various schemes approved by Govt. of India under control, directions & regulations of R. B. I. Address of the Plaintiff for the purpose of this suit is that of Shri. R. S. Deshmukh Advocate.

PARA No.2. That the Defendant No.1 is the borrower & Defen. No. 2 is the Guarantor of Defen. No.1 who has availed the loan facility from Plaintiff Bank.

PARA No.3. That the Defendant No. 1 & 2 are an agriculturist, having landed property at Yelda Tq. Ambejogai in Sy. /Gat No. 213 adm. 01 H 28 AAR & Sy. /Gat No. 227/1 adm. 00 H 78 AAR . That in order to develop annual agricultural income the Defendants approached to the Plaintiff Bank on Dt. 15/10/2015 and filed Loan Application & Plaintiff Bank sanctioned the loan limit of Rs.3,80,000/- to the Defendant No.1 for loan for Raising Crop loan for Twelve Months on the following terms & conditions:

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- V. Borrower to execute Composite Undertaking Cum-Declaration.
- VI. Guarantors to execute the General Form of Guarantee LDOC 33.

Before Me

V. P. Joshi

Advocate & Notary (Reg. No. 26220)
Aditya Nagri, Beed-431122 (M.S.)



VII. Borrower to execute a D. P. Note.

VIII. That the inspection charges of the Bank's officials will be debited to the Borrower's account.

PARA No.4. That the Plaintiff Bank given **Sanction Letter** to the Defendants in duplicate copy & Defendants returned a copy of sanction advice letter duly signed to the Plaintiff Bank in token of having accepted the terms & conditions mentioned therein, the original sanctioned advice letter is filed herewith.

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PARA No.10. That the Defendant No.1 availed the loan limit of Rs. 3,80,000/- from the Plaintiff Bank & same is utilized by him raising good crop in his field. That the Defendant got good income but he failed to repay the loan amount as agreed.

PARA No.11. That the Defendants on Dt.20/08/2018,10/04/2021 & Dt. 04/11/2023 executed **Letters of Acknowledgment of Debt** in favor of the

Before Me

V. P. Joshi

Advocate & Notary (Reg. No. 25230)
MUMBAI (S.)

plaintiff Bank covering the loan limit of Rs.3,80,000/- & there by accepted liability to repay the loan amount as per the agreement Dt.09/10/2015. That the Defendants have signed on **Letters of Acknowledgment of Debt**. That the original **Letters of Acknowledgment of Debt** are filed herewith.

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PARA No.14. That the Parties to the suit resides within the jurisdiction of this Court & the transaction also took place within the jurisdiction of this court hence this Court is competent to try this suit.

PARA No.15. That the valuation for the Court jurisdiction & Court fees is made at Rs.2,65,565/- on which the Court fees of Rs. 9,830/- is paid which is sufficient; hence this affidavit.

Dt.19 / 07/2025 .
Beed.

Bank Of Baroda
Br. Tq. Ambajogai
Per Manager.



VERIFICATION

I, Suraj Shrivastav, Age 49 Yrs Occup. Service as Branch Manager Bank Of Baroda, Branch Tq. Ambajogai, Dist. Beed, states on solemn affirmation that, what is stated in the forth going paragraphs Nos.1 to 13 of the above Affidavit are stated on the information gathered from the record of the Plaintiff Bank and I am well conversant with facts of the suit. That the rest paras are as per advice of the Advocate and I believe the same to be true and correct in witness thereof I signed this verification AT AMBAJOGAI .

Before Me

V. P. Joshi

Advocate & Notary (Reg.No.28230)
Aditya Nagri, Beed-431122 (M.S.)

Dt. 19/07/2025.
Ambajogai.

[Signature]
I know Deponent.....
Adv. R. S. Deshmukh.



Before Me
[Signature]
V. P. Joshi
Advocate & Notary (Reg. No. 28230)
Aditya Nagri, Beed-431122 (M.S.)



AFFIDAVIT
Sworn before me by
Smt. S. S. Sawant age 49 years resident
on the day of 19/07/2025 by
who has been identified by R. S. Deshmukh K/o Ambajogai
who is Personally known to me
whose signature is/are hers
witnessed Below Date: 19/07/2025

[Signature]
V. P. Joshi
Advocate & Notary
Aditya Nagri, Beed-431122 (M.S.)

Noted and Listed at BEED :
Sr. No. 223 of Notarial
Register Date: 19/07/2025

Before Me
[Signature]
V. P. Joshi
Advocate & Notary (Reg. No. 28230)
Aditya Nagri, Beed-431122 (M.S.)

11

VAKALATNAMA
IN THE COURT OF THE CIVIL JUDGE S.D.
AT AMBAJOGAI.

RCS. No. /2025.

Plaintiff : Bank of Baroda

V e r s u s.....

Defendants : I. Shrikishan Nivrutti Shinde & Others.

CLAIM -

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I / WE,

Chief Branch Manager Bank of Baroda

Branch Ambajogai, Tq. Ambajogai, Dist Beed.

IN THE SAID MATTER HEREBY APPOINT

ADV. RAVINDRA SUDHAKARRAO DESHMUKH. B. A. LL. B.
ADV. SAW. SEEMA RAVINDRA DESHMUKH. B. COM. LL. B.
ADV. SHAIKH ISHTIYAK SHAIKH IBRAHIM B.A.LL.B.

TO APPEAR & ACT FOR MY/ OUR ADVOCATES IN THE SAID MATTER.

WITNESS MY HAND THIS. DAY OF THE 19/07/2025

WE ARE NOT THE MEMBERS OF ADVOCATE'S
WELFARE FUND

P. B. Deshmukh
Lawyer

ACCEPTED
SIGNATURE OF THE ADVOCATE.
FILED IN THE COURT ON DT. 19/07/2025

CLIENT



ADDRESS OF THE ADVOCATE.
"Maitray" Krantinagar, Nagar Road Beed.
Mob. No.9422332053.

○

Seen & Filed
Sd/-

Address Memo.

IN THE COURT OF THE CIVIL JUDGE S.D.
AT AMBAJOGAI.

RCS. No. /2025.

Plaintiff :

Bank of Baroda

Ambajogai, Tq. Ambajogai, Dist
Beed.

नि.३/क

○

Seen & Filed

Sd/-

V e r s u s.....

Defendants : 1. Shrikishan Nivrutti Shinde & Others.

Hon.'ble Sir,

That in the above matter the address of the Plaintiff is as under:-

Bank of Baroda

A Body Corporate Constituted Under The
Banking Companies (Acquisition And
Transfer of Undertaking) Act, 1980
Having its Head Office at
Baroda Bhavan RC Dutta Road,
Mandvi, Baroda-390007.

Dt 13/07/2025.

Ambajogai.

Through.....



Adv R S Deshmukh.

LIST OF DOCUMENTS.

IN THE COURT OF THE CIVIL JUDGE S.D.
AT AMBAJOGAI.

RCS. No. /2025.

नि.४/ड

Plaintiff :

Bank of Baroda
Ambajogai, Tq. Ambajogai, Dist
Beed.

○

Seen & Filed
Sd/-

V e r s u s.....

Defendants : 1. Shrikishan Nivrutti Shinde & Others.

Hon.'ble Sir,

That in the above matter the Plaintiff wants to file the documents as under:-

Sr. No.	Description of Documents.	Nature
1	Loan Application	Attested Copy.
2	Personal Information Sheet.	Attested Copy.
3	Sanction Letter.	Attested Copy.
4	Agreement for Hypothecation	Attested Copy.
5	Declaration Cum Undertaking	Attested Copy.
6	D.P.Note	Attested Copy.
7	Adhar Card	Attested Copy.
8	Letter of Acknowledgement of Debit	Attested Copy.
9	Letter of Acknowledgement of Debit	Attested Copy.
10	Letter of Acknowledgement of Debit	Attested Copy.

Dt. 10/7/2025 .

Ambajogai.

Through.....


Adv R S Deshmukh.