

MHCC040086912016



Presented on : 10-11-2016  
Registered on : 15-11-2016  
Decided on : 25-03-2026  
Duration : 9 yrs, 4 ms, 15 days

**Exh. 31**

**IN THE CITY CIVIL COURT AT DINDOSHI  
(BORIVALI DIVISION), GOREGAON, MUMBAI**

**SUMMARY SUIT NO. 591 OF 2016**

**State Bank of Patiala, (Deleted as per order dated 23/02/2018)**

A Body corporate constituted under the State Bank of India (Subsidiary Banks) Act of 1959 having its Head Office at The Mall, Patiala, Punjab and a Branch Office amongst other places at Shop no.1-5, Anita Accord, Lokhandwala Complex. Kandivali (East), Mumbai- 400101 of Mr. Atul Kumar, Branch Manager of Bank having Power of Attorney and Authorized to sign on behalf of the Bank.

**State Bank of India,**

A Body Corporate constituted under the provisions of the State Bank of India, 1955 (23 of 1955) and the successor to State Bank of Patiala under the Acquisition of State Bank of Patiala, Order, 22/02/2017 passed by the Central Government under Section 35 of the State Bank of India Act, 1955 (23 of 1955) through the Branch Manager, Kandivali (E) branch having its office at Shop no.1-5, Anita Accord, Lokhandwala Complex.

Kandivali (East), Mumbai- 400101.

.....Plaintiff

Vs.

**1) Navneet Singh,**

Adult, Indian Inhabitant having his address at flat no.101, "E" Wing, Cluster Building, Opposite Balaji Hotel, Mira Road (East), Dist. Thane- 401 107.

And also at

201, RNA Tower, M. G. Road, Near Dhanukarwadi, Kandivali (W), Mumbai- 400 067.

And also at

Flat no.1003, Ramdev Heights, Inderlok, Near Seven Square School, Mira Road (East)- 401107, Dist. Thane.

**2) Paramjeet Singh,**

Adult, Indian Inhabitant having address at flat no.101, "E" Wing, Cluster Building, Opposite Balaji Hotel, Mira Road (East), Dist. Thane- 401 107.

And also at

201, RNA Tower, M. G. Road, Near Dhanukarwadi, Kandivali (W), Mumbai- 400 067.

And also at

Flat no.1003, Ramdev Heights, Inderlok, Near Seven Square School, Mira Road (East)- 401107, Dist. Thane.

.....Defendants

Appearances-

Adv. Nilam Mehta, the Ld. Counsel for plaintiff.

Defendants proceeded ex-parte.

**Coram: Her Honour Ad-hoc Judge,  
Smt. S. N. Sachdeo  
(C.R.No.02)**

**Date : 25<sup>th</sup> March, 2026**

**JUDGMENT**

This is the suit filed for recovery of an amount of **Rs.1,92,710.96/-** together with further interest @ 12.50% p.a. with monthly rest from the date of filing of the suit till payment.

2. **Briefly stated, plaintiff's case is as under:-**

The Plaintiff is a body corporate constituted under the State Bank of India Act 1955. The Defendant no.1 is principal borrower, defendant no.2 stood as guarantor guaranteeing due payment of ultimate liability of defendant no.1 in respect of the car loan of Rs.5,00,000/- which was sanctioned vide sanction letter dated 21/03/2011 for purchase of Maruti Swift Dezire. The Plaintiff bank sanctioned the said amount which was repayable in 60 equated monthly installment of Rs.10,501/- commencing after one month from disbursement of loan for the first year and thereafter the EMI of Rs.10,702/- for 2<sup>nd</sup> and 3<sup>rd</sup> year and thereafter, as per the floating rate of interest linked with BPLR at monthly rest as mentioned in Letter of Arrangement dated 21/03/2011.

3. However, defendants failed to repay the said Car loan. Therefore, the plaintiff classified the defendant's account as NPA on 01/08/2013 as per RBI's directive and thereafter, the above said hypothecated car was sold under the SARFAESI Act for Rs.3,08,000/- on 29/03/2014 and thereafter, plaintiff issued demand notice dated 19/09/2016 to the defendants and demanded the entire outstanding amount aggregating to a sum of Rs.1,92,710.96/-. However, defendants failed to repay the said outstanding amount. Hence, the plaintiff has

filed suit for recovery of amount with interest.

4. The Defendants, though duly served with writ of summons, failed to appear and contest the suit hence, the suit proceeded ex-parte against them by an order dated 25/01/2024.

5. Heard the learned counsel for the plaintiff. From the averments in the plaint, documents filed on record and written notes of argument filed by learned counsel for the plaintiff. Following points arise for my determination and I recorded my findings for the reasons stated therein:-

<b>Sr. No.</b>	<b><u>POINTS</u></b>	<b><u>FINDINGS</u></b>
1)	Does the plaintiff prove that the defendant availed Car Loan of Rs.5,00,000/-?	Yes.
2)	Does the plaintiff prove that an amount of Rs.1,92,710.96/- is outstanding against the defendants towards the arrears of loan?	Yes.
3)	Whether the plaintiff is entitled for interest from the date of filing suit till realization if yes at what rate of interest and from which period?	Yes but @ 9% p.a. from the date of suit till realization.
4)	What order and decree?	Suit is partly decreed with costs.

### **REASONS**

#### **Point Nos.1 to 4 :-**

6. As points no.1 to 4 are interconnected hence, same are

clubbed and answered together.

7 In order to establish its claim, the plaintiff has examined Mr. Siddharth Anand PW No. 1 at Exh.17, who is working as a Manager with the plaintiff bank. He has placed on record his affidavit in lieu of examination in chief in consonance with the averments in the plaint. As a documentary evidence, the plaintiff has placed on record the following documents.

<b>Sr. No.</b>	<b>Exhibit No.</b>	<b>Description</b>
1	Exh.19	Authority letter dated 04/02/2016.
2	Exh.20	Arrangement letter dated 21/03/2011.
3	Exh.21	Demand promissory note dated 21/03/2011.
4	Exh.22	D.P. Note Delivery letter dated 21/03/2011.
5	Exh.23	Consent for disclosure of information dated 21/03/2011 executed by defendant no.1.
6	Exh.24	Consent for disclosure of information dated 21/03/2011 executed by defendant no.2.
7	Exh.25	Guarantee agreement dated 21/03/2011 executed by defendant no.2.
8	Exh.26	Balance confirmatory cum acknowledgement of security letter dated 29/12/2013
9	Exh.27	Plaintiffs advocate notice dated 19/09/2016.
10	Exh.28	Defendants statement of account alongwith IT Certificate.

8. It is needless to say that as the suit proceeded ex-parte, therefore, the testimony of Mr. Siddharth (PW No.1), remained

unchallenged.

9. From Arrangement letter vide Exh.20, it reveals that the defendants availed the Car loan of Rs.5,00,000/- and the said facility was sanctioned on 21/03/2011. Furthermore, from the arrangement letter, it reveals that it was agreed that said loan is repayable in 60 equated monthly installment of Rs.10,501/- commencing after one month from disbursement of loan for the first year and thereafter the EMI of Rs.10,702/- for 2<sup>nd</sup> and 3<sup>rd</sup> year and thereafter, as per the floating rate of interest linked with BPLR at monthly rest.

10. According to the plaintiff, the defendant failed to repay the said loan and an amount of Rs.1,92,710.96/- is outstanding against the defendant. From the statement of Accounts Exh.28, it reveals that an amount of Rs.1,92,710.96/- is shown as outstanding alongwith interest. At the most, the plaintiff is entitled for accrued interest since the date of filing of the suit till realisation of entire outstanding amount.

11. Furthermore, in view of the provision of Order 37 Rule 3 of CPC also the suit is liable to be decreed, which read as under :

*(3) The defendant shall not defend the suit referred to in sub rule (1) unless he enters an appearance and in default of his entering an appearance the **allegations in the plaint shall be deemed to be admitted and the plaintiff shall be entitled to a decree for any sum, not exceeding the sum mentioned in the summons, together with interest at the rate specified, if any, up to the date of the decree and such***

*sum for costs as may be determined by the High Court from time to time by rules made in that behalf and such decree may be executed forthwith.*

12. From legal provision and unchallenged testimony of PW No.1 and documentary evidence, it is proved that an amount of Rs.1,92,710.96/- is outstanding against the defendants. The defendants are liable to repay the said amount to the plaintiff with interest @ 9% p.a. from the date of filing of the suit till realization of entire amount. I therefore, record my findings to point Nos.1 to 3 in accordingly and in answer to point no.4 I proceed to pass the following order:

**ORDER**

- 1) Suit is partly decreed with costs.
- 2) Defendant nos.1 and 2 jointly and severally do pay an amount of **Rs.1,92,710.96/-** (Rupees One Lac Ninety-Two Thousand Seven Hundred Ten And Ninety-Six Paise Only) to the plaintiff with interest @ 9% p.a. from the date of filing of the suit till realisation of entire amount.
- 3) Decree be drawn up accordingly.

**Date : 25.03.2026**

**(S. N. Sachdeo)**  
Ad-hoc City Civil Judge,  
City Civil Court,  
(Borivali Division),  
Dindoshi, Goregaon,  
Mumbai

Dictated on Computer : 25.03.2026  
Checked by HHJ on : 25.03.2026  
Signed by HHJ on : 26.03.2026

“CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER.”	
26.03.2026 at 6.22 p.m. UPLOAD DATE AND TIME	Mrs. Jyoti S. Gole (Stenographer Grade-I) NAME OF STENOGRAPHER
Name of the Judge (With Court Room No.)	H.H.J Smt. S. N. Sachdeo (Court Room No.2)
Date of pronouncement of Judgment/Order	25.03.2026
Judgment/Order signed by P.O. on	26.03.2026
Judgment/Order uploaded on	26.03.2026