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IN THE COURT OF JUDGE CO-OPERATIVE COURT NASHIK

(Before Shri U.M.Kulkarni)

ABN Case No-347/2023

Loknete Dattaji Patil Sahkari Bank Ltd. Lasalgaon
Tal.Niphad, Dist.Nashik.
Through Junior Officer Shri.Yashwant Nivrutti Savkar
R/o.Lasalgaon, Tal.Niphad, Dist.Nashik. ……………….Disputant

Versus

1) Shri.Ashok Dattatray Dapse
Age:48, Occ:Service
R/o.Kukane, Tal.Malegaon, Dist.Nashik.

2) Shri.Hanumant Raosaheb Bhosale
Age:52, Occ:Service
R/o.Dabli, Tal.Malegaon, Dist.Nashik.

3) Shri.Madhukar Namdev Shewale
Age:44, Occ:Service
R/o.Bramhangaon, Tal.Satana, Dist.Nashik. ……………….Opponents.

Dispute for recovery of amount.

Appearances : Adv.Shri.U.A.Wadghule for the disputant.
Adv.Shri.R.V.Walzade for the opponent No.1
Opponents No.2 & 3 exparte.

JUDGMENT

(Pronounced in open Court on 03/06/2026)

This is a dispute for recovery of Rs.5,10,931/-

Briefly stated case of the disputant is as under:

1. It is contended that the disputant bank is a co-operative Bank registered under the provisions of MCS Act 1960 and it advances various types of loans to its members as per their demands . The opponents No 1 to 3 are members of disputant bank. The disputant bank has passed the resolution in the meeting dated 02.05.2023 for filing disputes against its members for recovery and for that purpose it has given authorization to its Junior officer Shri.Yashwant Nivrutti Savkar and accordingly he has signed and presented the dispute.

2. It is further contended that, as per the demand made by opponent No 1, the disputant bank has sanctioned and disbursed personal loan of Rs 5,00,000/- to him on 13.12.2021. The opponents No 2 & 3 are stood as a guarantors to opponent No 1 for the said loan amount. The opponents had agreed to pay interest @ **Rs 12 % p.a.** on the said loan amount. The said loan was to be repaid within stipulated period by monthly installment of Rs 11,122/- plus interest. It was agreed that the disputant bank will recover the loan amount at once if opponent fails to pay any three successive installments. In connection with said loan amount the opponents No 1 to 3 have executed promissory note, Loan agreement, Karjrokha etc in favour of disputant bank.

3. It is further contended that the opponent No 1 has failed to repay the loan amount within time as agreed and as such became defaulter. The opponents No 2 & 3 are the guarantors to opponent No 1 for the said loan amount and hence all of them are jointly and severally liable to repay the same. As per the loan account maintained by disputant bank in the name of opponent No 1 in respect of suit loan amount as on **31.05.2023** an amount of **Rs 5,10,931/**- was / is due and outstanding to it from opponent No 1. The disputant bank time and again demanded repayment of said amount from opponents but they didn’t pay any response to said demand of disputant and hence it was constrained to file present dispute for recovery. It is submitted that the dispute is for recovery of loan amount and it is between a co-operative Bank and its members and hence this court has jurisdiction to try and decide the same. Accordingly with these contentions the disputant bank has lastly prayed for allowing the dispute and passing award o**f Rs 5,10,931/-** in its favour and against the opponents

No 1 to 3 jointly and severally by awarding further interest thereon @ **Rs 14 % p.a.** from **01.06.2023** until full realization of the amount.

4. The opponents are duly served with summons of the dispute. However the opponents No 2 & 3 have failed to appear in the matter and hence dispute proceeded further Ex-parte against them as per order passed below Exh 1.

5. The opponent No 1 in response to dispute summons has appeared in the matter and filed her written statement at **Exh 21.** He has denied the dispute allegations contending same as false and unfounded. He contended that the dispute has been filed on the basis of imaginary facts by suppressing true facts. The disputant Bank has not come before this court with clean hands. The opponent denied rate of interest on the loan. The opponent contended that at the time of disbursing the loan, the disputant bank has obtained his signatures on printed blank formats. However when he asked about obtaining such signatures, at that time the officers of disputant bank told him that it is their routine practice to obtain signatures on blank formats. The opponent was in need of loan and therefore helplessly he made signatures on blank documents. The opponent contended that the disputant bank has improperly charged interest, penal interest on the loan amount in violation of RBI directives in said regard. So also the disputant bank has illegally debited unwarranted charges in the loan account. The dispute has been filed without any cause. The opponent has further contended that after taking the loan, he has faced lot of financial problems on account of health and other causes and therefore he could not repay the loan amount. However after filing of this dispute he has repaid amount of Rs 80,000/- from time to time. The opponent is head clerk in the college and receiving salary of Rs 25,000/-. There is no other source of income available to opponent except the service. There are 10 persons in his family and all of them are fully depending upon the income of opponent. The opponent has desire to repay the loan of disputant bank however he is unable to repay the same at once. He therefore be granted monthly installment of Rs.11,000/- for making repayment. Therefore the opponent has lastly prayed for dismissing the dispute. In the alternative he prayed for granting him monthly installment of Rs 11,000/- by reducing interest rate on the loan.

6. On above pleadings of the parties the issues are framed below Exh 22. I have reproduced the said issues along with my findings thereon for the reasons recorded as under,

R E A S O N S

7. Heard argument of learned Advocate Shri.U.A.Wadghule for disputant bank and learned Advocate Shri R.V.Walzade for opponent No 1 at length.

8. **As to Issue No 1 & 2** :- Both these issues are interlinked with each other and hence to avoid repetition they are taken for common discussion. The burden to prove both the issues was on disputant Bank. The disputant bank has come up with a case that as per the demand made by opponent No 1, it has sanctioned and disbursed to him personal loan of Rs 5,00,000/- with interest @ Rs 12 % p.a. on the surety ship of opponents No 2 & 3. The opponent No 1 in the beginning of his written statement at Exh 21 has evasively denied the receipt of loan amount from disputant Bank. However in para's 4, & 10 to 12 of his written statement he has impliedly admitted receipt of loan amount from disputant Bank. This is so because in para 4 he contends that at the time of disbursing the loan amount the disputant bank has obtained his signatures on printed blank forms. Thereafter in para 11, he contends that after taking loan amount from disputant Bank he faced number of health problems, financial difficulties and hence could not repay the loan amount of disputant Bank. Thereafter in the last para the opponent contends he is working as a head clerk in the college and getting monthly income of Rs 25,000/- from said job. He has no other source of income and hence he be granted monthly installment of Rs 11,000/- for making repayment of the loan. Thus the aforesaid contents of the written statement of opponent clearly proves that the opponent impliedly admitting the receipt of loan amount of Rs 5,00,000/- from disputant Bank.

9. Even otherwise the oral evidence of the witness of disputant Bank **Shri.Yashwant Nivrutti Savkar at Exh 25** coupled with loan documents on record such as loan demand application Exh 27, Promissory Note Exh 28, Kararnama Exh 29

and the suit loan account Extract Exh 30 proves disbursement of loan of Rs 5,00,000/- by disputant bank to opponent No 1. The oral evidence of the witness of disputant Bank has not been seriously challenged by opponent on the point of disbursement of the loan amount is concerned. The opponent No 1 no doubt has filed written statement disputing the claim of disputant bank but failed to falsify its witness on his oral evidence. The loan demand application at Exh 27 proves that by submitting said application to disputant bank the opponent no 1 had demanded loan of Rs 5,00,000/- to the disputant bank on the surety ship of opponents No 2 & 3. The said application bears names and signatures of opponents No 2 & 3 being sureties to opponent No 1 for the said loan amount. The said opponents have accepted their joint and several liability to repay the loan amount in case it is not repaid by opponent No 1 as agreed. The opponents No 2 & 3 have failed to deny their surety ship to opponent No 1. The promissory note and loan agreement at Exh 28 to 29 respectively proves that in both these documents the opponent No 1 being borrower and the opponents No 2 & 3 being his guarantors have acknowledged receipt of loan amount of **Rs 5,00,000/-** from disputant bank with interest @ Rs 12 % p.a. The opponent No 1 in his written statement contended that his signatures were obtained by disputant Bank on printed blank formats at the time of disbursing the loan amount. However to substantiate his said defense no evidence has been brought on record by opponent. Even the said defense is not proved by opponent during cross examination of disputant's witness. Even the opponent No 1 did not enter in to witness box to prove his said defense. Therefore his such mere defense can not be accepted and taken to ne true unless supported by any evidence. Therefore in the result, in the light of available evidence on record I have no alternative but to hold that the disputant Bank has succeeded in proving both the issues and hence same are answered by me in the affirmative manner.

10. **As to Issue No 3 & 4**:- The issue No 3 pertains to Joint and several liability of opponents No 1 to 3 to repay the suit amount of **Rs 5,10,931/-** to disputant bank whereas issue No 4 pertains to entitlement of disputant bank to receive further interest

on the said amount at the rates as mentioned in prayer clause of the dispute application. As per the case of disputant bank the opponent No 1 after receiving loan of Rs 5,00,000/- from it, failed to repay the same by monthly installments within stipulated period and such as per the loan account maintained by disputant bank in relation to the suit loan amount, amount of Rs 5,10,931 was / is due and outstanding to it from him. All the opponents are jointly and severally liable to repay said amount to disputant. The disputant bank time and again demanded repayment of said amount from opponents but they didn't repay the same and hence the dispute. The opponent No 1 in his written statement contended that due to his health and other issues he could not repay the loan within time as per agreed installments. However after filing of this dispute he has repaid amount of Rs 80,000/- from time to time. This is admitted by witness of disputant bank in his cross examination at Exh 25. However it is to be noted here that, in the written statement, it is not the case of opponent that he has made complete repayment of the suit loan amount to disputant bank. The certified copy of loan account extract at Exh 30 relied upon by disputant Bank shows repayment of **Rs 3,32,122/-** till 31.05.2023. As on the said date the said loan account extract shows that an amount of **Rs 5,10,931/-** was still due and outstanding to disputant bank from opponent No 1. During cross examination of witness of disputant bank, the entries in the said loan account extract have remained unchallenged by opponent. The opponent No 1 in his written statement contended that the disputant Bank has wrongly charged interest on the loan amount in violation of the RBI directives. However that is not proved by opponent during evidence. Therefore in the absence of any evidence the mere defense of opponent can not be accepted. Resultantly the disputant bank must be held entitled to recover the said amount from all the opponents jointly and severally. The opponent No 1 is a borrower whereas opponents No 2 & 3 are proves to be his guarantors for the suit loan and therefore all of them are held jointly and severally liable for making repayment of the above amount to the disputant bank. The agreed rate of interest on suit loan amount as per loan documents was @ Rs 12 % p.a. and hence further interest at the said rate is awarded to disputant bank on the principal loan amount of Rs 5,00,000/- from the date of filing of dispute till realization of the amount. The disputant bank is thus held entitle to recover said amount from opponents. Accordingly with this discussion both the issues are answered by me as partly in the affirmative manner.

11. Before proceeding to refer the next issue, I may deal with argument of learned Advocate for opponent on the point of granting installments to opponent. He argued for granting monthly installment of Rs 10,000/- to opponent no 1 for making repayment. He also argued for reducing the further rate of interest to be awarded on the suit claim. The learned advocate for disputant bank Shri.Wadghule has strongly objected for granting any installments to the opponent as argued by learned advocate for opponent. He submitted that already the repayment term is over and opponent till the date did not make substantial repayment. His request for granting installment of Rs 10,000/- is too unreasonable and hence it be rejected. Admittedly the suit loan transaction is of dated 13th December 2021. The loan account extract relied upon by disputant bank shows repayment of ₹ 322,000/- by the opponent to filing of the dispute. Now already paid of more than 5 years has elapsed since the date of loan disbursement and therefore in my opinion now it will be unreasonable to grant installment of Rs 10,000/- to opponent for making repayment. Therefore the said request is rejected.

12. **As to Issue No 5** :- In view of my respective findings on issues No 1 to 4 as recorded above in answer to this issue, in the result I proceed to pass the following order:

O R D E R

(1) The dispute stands partly allowed with costs.

(2) The disputant Bank do recover an amount of **Rs 5,10,931/-** (Rupees Five Lakhs Ten Thousand Nine Hundred and Thirty One Only) from opponents No 1 to 3 jointly and severally and to receive future interest @ **Rs 12% p.a.** on the principal loan amount of **Rs 5,00,000/-** from the date of filing of dispute until full realization of the amount from opponents. The disputant bank to adjust every amount repaid (including Rs 80,000) by opponent No 1 during pendency of dispute, while recovering amount as per this order.

(3) The opponents to pay cost of the dispute and bear their own.

(4) An award be drawn up accordingly.

sd/-

Date :- 03.06.2026
Place:Nashik.

(U.M.Kulkarni)
Judge,
Co-operative Court, Nashik.