दिवाणी अ
अव्वल मुकदम्यात हुकुमनामा
(आर्डर २०, कानुन ६,७)

(फार्म नं.१ पुरवणी ह. परिशिष्ट १)

Civil A 37 m ३७ म.

हुकुमनामा

निशाणी क.: ३०

कोर्ट विद्यमान दिवाणी न्यायाधीश (क.स्तर), चामोर्शी यांचे न्यायालय

(पिठासीन अधिकारी वाय.जे.वळवी)

Regular Civil Suit 19/2025

Plaintiffs – Bank Of Maharashtra, Branch Chamorshi, Ta. Chamorshi Dist. Gadchiroli Through its Branch Manager Shri. Saurabh Ramanand Singh Anand At. Post. Chamorshi Ta. Chamorshi Dist. Gadchiroli

.....Versus.....

Defendant – Sou.Archana Sunil Dhodare, R/o. Post Gond Mohalla ward No.4, Chamroshi, Tah. Chamroshi, Dist. Gadchiroli.

SUIT FOR RECOVERY OF AMOUNT RS. 2,38,554/-

(Claim in suit is valued for the purpose of court fee and n jurisdiction at Rs.2,38,554/- and Court fee stamps of Rs. 9,230/ is paid herewith)

Suit valued Rs. 2,38,554/-
Court fee paid Rs. 9230/-

The plaintiff bank most humbly submits as under :-

1. That the plaintiff is a body corporate constituted by the Banking Companies (Acquisition and Undertakings) Act of 1970 having its Regd. Head Office at "Lok Mangal", 1501, Shivaji Nagar, Pune-411005 and one Branch Office at Chamorshi, Ta. Chamorshi, Dist. Gadchiroli The plaintiff bank is represented by its Branch Manager Chamorshi having authority by Zonal Manager Bank of Maharashtra Chandrapur Zone to file the present suit against the defendants. He is well conversant with the fact and documents of case, is filing this suit on behalf of the plaintiff Bank. The Branch Manager is the principal officer of the Plaintiff Bank is a corporate body carrying on the business of banking, providing loan to small scale industries, personal loan, car loan, housing loan, education loan, agriculturists, educated unemployed youths and also to the person carrying on the business etc. and providing the cash credit facilities of various nature to them.

2. The plaint has been signed, sworn and verified by officer of the branch holding authority letter to sign and verify the plaint and presently working as Branch Manager of Plaintiff Bank At.Chamorshi Ta. Chamorshi, Dist. Gadchiroli and he is well conversant with the facts and documents made available to him and accordingly

have filed the present suit.

3. That, defendant have approached to the plaintiff bank by way of an application and requested for Business Loan under different product of the plaintiff bank, defendant requested Business Loan for the Purchase Of Agarbatti Manufacturing Machine & Purchasing of Raw Material for said activities, etc. The defendant has submitted the quotation of machineries from vendor, 'The R. N. Trading Company Mahalgaon, Nagpur.' Accordingly, the plaintiff Bank have accepted their request and sanctioned the Loan to the tune of Rs. 1,90,000/-on dated 04/11/2020 to the defendant (vide loan account no. (60371640087) for the Purchase of Agarbatti Manufacturing Machine & Purchasing of Raw Material for said activities, etc. The defendant has submitted the quotation of machineries from vendor, The R. N. Trading Company Mahalgaon, Nagpur.' All the terms and condition of sanction letter dated 31/10/2020 is accepted by the defendant. The said credit facility of term loan was agreed to carried compound interest there on as per sanction letter and agreement. Accordingly the defendant executed the documents as per guidelines of the plaintiff bank. The loan account number pleaded in this para of the plaint and therefore to avoid the repetation of loan account number. As per the turms and condition of sanction letter the said credit facility of term loan was agreed to be repaid. Rate of interest is subject to revision as per variation of the bank advance rate. Interest amount if not paid in time it to be debited to the loan account of defendant and therefore agreement itself provides for capitalization of interest and thus, the outstanding is to be treated as a principal amount, which rries future interest till its full realization.

4. That in consideration of this said credit facility of term loan sanctioned to defendant, the defendant have executed various documents along with demand promissory note in favour of plaintiff bank. The defendant have executed the relevant documents and complied with the requirements like. Deed of Hypothecation dated 31/10/2020, Agreement Term Loan dated 31/10/2020, Demand promissory note dated 31/10/2020 and Letter of Authority For Adjustment Of Deposit (Letter Of Setoff) dated 31/10/2020.

5. Upon execution of relevant documents the defendant was allowed to avail the sanctioned loan amount. The defendant made withdrawals from their account standing with the plaintiff bank, as shown in the extract of account of loan ledger and same is enclosed herewith as a part and parcel of the plaint. Thus, the defendant have therefore received the consideration.

6. That you have failed to adhere to the terms and condition of sanction and made defaults and accordingly your account has been classified by the Bank as NPA on 03/12/2024 in accordance with the prescribed norms issued by Reserved Bank of India. In spite of our repeated demands, you have not paid the outstanding amount in your account. The plaintiff bank has issued several letter as well as personally the bank officers has visited the defendant for the payment of outstanding loan barrowed by defendant but defendant deliberately avoided to pay the outstanding laon amount as well as interest there on lastly notice through Panel Adv.M.D.Sahare was sent to defendant on 30/12/2024 by registered A/D. The said notice served to the defendant. But defendant did not paid the principal amount as well as interest. Hence the plaintiff bank is constrained to file this suit against the defendant.

7. The plaintiff files with the plaint, copy of the loan ledger extract which is duly certified under the Bankers Books Evidence Act, giving details of the loan disbursed, interest and other charges debited and repayments, if any as they have been made. The enclosed extract of account is to be form part and parcel of the plaint and it be treated SO.

8. As stated earlier, the said loan was to be repaid as to be agreed schedule. But the defendant failed to liquidate the loan as per agreed schedule and thus have committed the default. As persuasive efforts made to secure repayment but without any effect. But defendant failed to comply with the same not repay the entire outstanding balance against the defendant and hence, the plaintiff has no other alternative for filing the present suit.

The claim was registered on 04/04/2025. The defendants were issued summons on 03/05/2025. Since the defendants did not appear after being served with the summons, the claim against them was prosecuted ex parte. Also, it is being conducted within the jurisdiction and venue of the existing court and the existing court has full jurisdiction to conduct it. On 27 March, 2026, the court heard the case before the present Y. J. Valvi, Judicial Officer, Civil Judge, (Jr.Dn.), Chamorshi, and it is hereby ordered that,

ORDER

1] Suit is decreed with costs.
2] The defendant do pay sum of Rs.2,38,554/- to the plaintiff bank with future interest at the rate of 11.55% p.a. from the date of suit till its full realization.
3] In the event, of failure on the part of defendant to pay decreetal amount the plaintiff bank is at liberty to make application to put charge created property for sale and upon sale of property to adjust and proceed of the same towards decreetal amount.
4] In the event, the sale proceeds of the property fall short to liquidate the decreetal amount in full then the plaintiff bank is at liberty to enforce the claim as against the defendant personally and thereon other assets to get the claim satisfied.
5] Decree be drawn up accordingly.
(Judgment is dictated and pronounced in open court.)

Date :- 27/03/2026.

Sd-
(Y. J. Valvi)
Civil Judge, (Jr.Dn.),
Chamorshi.

वादी/प्रतिवादी दाव्याच्या खर्चाबद्दल रक्कम रु............ आज तारखेपासुन उद्यातीच्या तारखेपर्यंत त्यावर दरसाल दर शेकडा .... या दराने होणा-या व्याजासह वादी/प्रतिवादी ला द्यावे.

खर्चाचा आराखडा

अ.क	वादीचा खर्च	वादी रु.	वादी पै.	प्रतिवादी एकतर्फा	प्रतिवादी रु.	प्रतिवादी पै.
१.	फिर्याद अर्जास स्टॅंप	९२३०	००	१.	--	--
२.	वकीलपत्रास/मुखत्यारनाम्यास स्टॅम्प	१०	००	२.	--	--
३.	दाखल झालेल्या कागदास स्टॅम्प	..	००	३.	--	--
४.	साक्षीदारास पोटगी	--	--	४.	--	--
५.	फिर्यादीत दाव्यावरील प्लीडराचे फी विरुध्द दाव्यावरील प्लीडराची फी	२१०२	००	५.	--	--
६	प्रोसेसी लागु करणे	--	--	६.	--	--
७.	कमिशनरची फी	--	--	७.	--	--
८	भाषांतराची फी	--	--	८.	--	--
९	नक्कला करण्याची फि	--	--	९	--	--
१०	तहकुबीबद्दल दिलेल्या अर्जावरील फी	१०	--	१०	--	--
११	वारस दाखल करण्याबद्दलच्या अर्जावरील स्टॅम्प	--	--	११	--	--
१२	**एकुण**	**११३५२**	**००**		**०**	**००**
न दिलेला खर्च				न दिलेला खर्च		
१	फिर्याद अर्जावरील कोर्ट फि परत	--	--	१	--	--
२	प्लीडराच्या फि वरील	--	--	२	--	--
३	प्रोसेसीवरील	--	--	३	--	--
४	दाखल झालेल्या कागदावरील	--	--	४	--	--
	बाकी	**११३५२**	**००**		**०**	**००**

आज दिनांक २ एप्रिल, २०२६ रोजी आमच्या सहीनिशी व न्यायालयाच्या शिक्यानिशी दिला.
तपासले

वरिष्ठ लिपीक (बेंच)..........

कनिष्ठ लिपीक ....

वादीतर्फे अधिवक्ता ....

प्रतिवादीतर्फे अधिवक्ता ....

02.04.2026

(वाय.जे.वळवी)

दिवाणी न्यायाधिश (क. स्तर) चामोर्शी

(ह्या मुकदम्यातील पक्षकारांना अशी ताकीद देण्यात येते की, त्यांनी हजर केले कोणतेही दस्तऐवज जर ते (परत) नेले नसले तर अपील झाले असल्यास अपीलाचा निकाल झाल्यानंतर नाश करुन टाकण्यास पात्र होतील.)

CIVIL JUDGE (Jr. Dn.) AND J.M.F.C.
CHAMORSHI