MHGA090008322025

Received on : 11/04/2025
Registered on : 11/04/2025
Decided on : 13/04/2026
Duration : Y M D
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IN THE COURT OF CIVIL JUDGE (JR.DN.), CHAMORSHI, DISTRICT GADCHIROLI.
[Presided over by Y. J. Valvi]

Reg. Civil Suit No. 51/2025 **Exh.No.29.**

Shri. Bank of Maharashtra,
Branch Chamorshi, Tah. Chamorshi,
Dist. Gadchiroli.
Through its Branch Manager
Shri. Saurabh Ramanand Singh Anand
Age 40 years, Occu.- Service,
At Post. Chamorshi,
Tah.Chamorshi, Dist. Gadchiroli.

..Plaintiff

-Vs -

Sau. Kavita Ravi Karade
Age 31 years, Occu.- Business,
R/o. Post Gond Mohalla ward No.4,
Tah. Chamroshi, Dist. Gadchiroli.

.. Defendant

SUIT FOR RECOVERY OF AMOUNT 2,39,165/-

…...

Advocate for the plaintiff : Shri. M. D. Sahare

Advocate for the defendant : Ex-parte

…...

JUDGMENT
(Delivered on 13/04/2026)

1] This is a suit for recovery of amount Rs. 2,39,165/-.

2] **<u>The plaintiff's case in brief is as under</u>** :-

That the plaintiff bank 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, Tal. 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 defendant. 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.

3] It is pleaded in the plaint that, the defendant 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 and Purchasing of Raw Material for said activities, etc. The defendant has submitted the quotation of machinery 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. 60371673001) for the Purchase of Agarbatti Manufacturing Machine and Purchasing of Raw Material for said activities, etc. The defendant has submitted the quotation of machinery 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 repetition of loan account number. As per the terms 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 carries future interest till its full realization.

4] It is further pleaded in the plaint that, in consideration of the said credit facility of term loan sanctioned to the defendant, the defendant has executed various documents along with demand promissory note in favour of plaintiff bank. The defendant has 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 Set-off) dated 31/10/2020.

5] It is pleaded in the plaint that, 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 had therefore received the consideration.

6] It is pleaded in the plaint that, the defendant failed to adhere to the terms and condition of sanction and made defaults and accordingly the account of defendant 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 repeated demands, defendant have not paid the outstanding amount in her 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 borrowed by defendant but defendant deliberately avoided to pay the outstanding loan amount as well as interest thereon. Lastly notice through Panel Adv.M.D.Sahare was sent to defendant on 02/05/2025 by registered A/D. The said notice was served to the defendant. But defendant did not paid the principal amount as well as interest. Therefore, the plaintiff bank has filed the present suit for recovery of outstanding amount from the defendant.

7] The suit summons was issued to the defendant. The suit summons is duly served on the defendant. The defendant failed to appear before court to contest the suit. Therefore, the hearing of the suit was proceeded ex-parte as per the order passed on Exh.1 dated 29/10/2025.

8] Following points for determination taken for discussion and I have recorded my findings thereon with reason to follow.

Sr. NO.	POINTS FOR DETERMINATION	FINDINGS
1.	Does plaintiff proves that, plaintiff bank lent Rs.1,90,000/- to the defendant ?	In the affirmative
2.	Whether plaintiff bank is entitled to recover the sum of Rs. 2,39,165/- with future interest at the rate of 11.55% from the date of suit till its realization ?	In the affirmative

3. What order and decree ? <u>Suit is decreed with costs.</u>

REASONS

As to point no. 1 to 3.

9] The branch manager namely Saurabh Ramanand Singh Ananad filed his affidavit of oral evidence as PW-1 at Exh. 10. It has come in the evidence of PW-1 that, the defendant 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 machinery 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. 6037173001) for the Purchase of Agarbatti Manufacturing Machine and Purchasing of Raw Material for said activities, etc. The defendant has submitted the quotation of machinery 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 repetition of loan account number. As per the terms 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 carries future interest till its full realization.

10] It has further come in the evidence of PW-1 that, in consideration of the said credit facility of term loan sanctioned to the defendant, the defendant has executed various documents along with demand promissory note in favour of plaintiff bank. The defendant has 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 Set-off) dated 31/10/2020.

11] It has further come in the evidence of PW-1 that, 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 had therefore received the consideration.

12] It has further come in the evidence of PW-1 that, the defendant failed to adhere to the terms and condition of sanction and made defaults and accordingly the account of defendant 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 repeated demands, defendant have not paid the outstanding amount in her 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 borrowed by defendant but defendant deliberately avoided to pay the outstanding loan amount as well as interest thereon. Lastly notice through Panel Adv.M.D.Sahare was sent to defendant on 02/05/2025 by registered A/D. The said notice was served to the defendant. But defendant did not paid the principal amount as well as interest. Therefore, the plaintiff bank has filed the present suit for recovery of outstanding amount from the defendant.

13] I have gone through the documentary evidence on record. The authority letter Exh.11 shows that PW-1 is authorized to conduct suit on behalf of plaintiff bank. Loan application Exh.12 shows that defendant requested for the term loan from the plaintiff bank. The Demand Promissory Note Exh. 13 is executed in favour of plaintiff bank to repay the loan amount including interest. Letter of Authority Adjustment of Deposit is at Exh.14. Receipt of Loan Amount is marked at Exh.15. Sanction letter is at Exh.16. The Deed of Hypothecation is at Exh.17. Agreement For Term Loan is at Exh.18. Estimate of R.N. Trading Company is at Exh.19. Balance and Security Confirmation Letter is at Exh.20. Bank Statements is at Exh.21. Loan Discharge Quote is at Exh. 22. Legal Notice is at Exh.23. Post Receipt and acknowledgment are at Exh.24 and 25. Memorandum of Undertaking is at Exh. 26 and Certificate Under section 63 of B.S.A. 2023 is at Exh. 27.

14] Heard Ld. Advocate for the plaintiff. Perused oral and documentary evidence on record. It appears from the oral and documentary evidence on record that, the plaintiff bank lent Rs.1,90,000/- to the defendant and the sum of Rs.2,39,165/- is outstanding towards the said loan. The evidence of the plaintiff is not challenged by the defendant. Therefore, the plaintiff has proved that, the plaintiff bank lent Rs.1,90,000/- to the defendant and the sum of Rs.2,39,165/- is outstanding towards the said loan. Therefore, the plaintiff bank is entitled to recover the sum of

Rs.2,39,165/- with future interest at the rate of 11.55% from the date of suit till its realization. Therefore, I have recorded my finding to the point no.1 and 2 in the affirmative. Considering the evidence on record and finding recorded to point no. 1 and 2, in answer to point no.3 I proceed to pass following order.

ORDER

1] Suit is decreed with costs.

2] The defendant do pay sum of Rs.2,39,165/- 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.)

Digitally signed by YOGESHWAR VALVI
Date: 2026.04.13 17:51:54 +0530

Date :- 13/04/2026.

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