MHJN020004082025	Presented on	28	02	2025
	Registered on	03	03	2025
	Decided on	01	08	2026
		Y	M	D
	Duration	01	04	22

IN THE COURT OF CIVIL JUDGE (SR. DIVN.), JALNA
(Presided over by Ashwini P. Diwan)

Special Civil Suit No.91/2025 **Exh. No.22**

Canara Bank, (As per the Government of India's directive, the Syndicate Bank was merged with Canara Bank on April 1, 2020, as part of a major banking consolidation initiative by the Ministry of Finance. This merger aimed to strengthen the banking sector by creating larger and more robust financial institutions, capable of competing globally and providing better services to customers) A Banking Company, incorporated under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 having their Head Office at Bangalore, Karnataka, interalia a Branch Office at Jalna Maharashtra, through their Authorized Signatory **Mr. Vibhash Kumar Ramanand Prasad,** Age:- 48 Years, Occ:- Service R/o. As above, Tq. & Dist. Jalna.	**...Plaintiff**

-Versus-

1)	**Mr. Husen Ramjan Gochiwale,** Age:- 39 Years, Occ:- Agri., R/o. Rammurti, Tq. & Dist. Jalna.	
2)	**Mr. Mehboob Subhan Gochiwale,** Age:- 53 Years, Occ:- Agri., R/o. Rammurti, Tq. & Dist. Jalna.	**Defendants**

Advocate for Plaintiff : Shri. Jagdish K. Ghanwat
Advocate for Defendants No.1 & 2 : Ex-parte order.

Claim:- Suit for foreclosure of mortgage bearing No.4772/2016, dated 07th February, 2016 and recovery of Rs.7,96,979.43, outstanding as on the 30th Sepetember, 2024, towards repayment of loan, under the loan account No.51318240000674, along with future interest thereon @ 9.75% p.a. respectively plus @ 2 penal interest.

JUDGMENT

(Delivered on dated 01st August, 2026)

1. This is a suit for foreclosure of mortgage bearing No.4772/2016, dated 07th February, 2016 and recovery of Rs.7,96,979.43 (In words Rupees Seven Lakh Ninety Six Thousand Nine Hundred Seventy Nine and Forty Three Paisa Only) with future interest @ 9.75 % p.a + 2 % Penal interest against the defendants.

Brief facts of the plaintiff's case are as under:-

2. The plaintiff is a banking company incorporated under Banking Companies Act (Acquisition and Transfer of

Undertakings) 1970,having their Head Office located at Banglore (Karnataka), interalia, one of the Branch Offices at the address mentioned above. The plaintiff bank is represented by Branch Manager and an Authorized Signatory of the plaintiff bank.

3. The plaintiff bank submits that the defendant No.1 is borrower and the defendant No.2 is his Guarantor. They had approached the plaintiff bank with a request for a Term Loan of Rs.4,00,000/-. After considering the request of the defendant Nos.1 and 2, the plaintiff bank had sanctioned a Term Loan of Rs.4,00,000/- with interest @ 9.75% per annum vide their sanction letter dated 15th December, 2016. All the defendants had duly agreed to the terms and conditions of sanction, duly affixing their signature on the sanction letter. The loan was disbursed under account bearing No.51318240000674.

4. The plaintiff bank further submits that pursuant to the sanction letter dated 15th December, 2016, the defendant No.1 being a borrower and defendant No.2 being a guarantor, had executed the relevant loan documents in favour of the plaintiff bank. The plaintiff bank further submits that the loan account of the defendant No.1 is maintained by the plaintiff bank during the regular course of their business and as per the entire transactions recorded in the respective account statements, based on the transactions that took place from time to time. The plaintiff further submits that demand notices dated 3rd August, 2024 were issued on the 5th August, 2024 to the defendants, through the panel advocate of the plaintiff bank, calling upon them to repay the outstanding loan amount as mentioned above. However, the defendants did not come forward to make repayment of the outstanding amount. Hence, the plaintiff bank filed the present suit.

5. Defendant Nos.1 and 2 failed to appear though duly served with suit summons vide Exh.7. Hence, suit proceeded ex-parte against them.

6. On the basis of pleadings of the plaintiff bank, following points arise for my determination and I have recorded my findings on all points for the reasons mentioned below:-

Sr. No.	Points	Findings
1.	Whether the plaintiff bank proved that defendants obtained loan of Rs.4,00,000/- with interest @ 9.75% p.a. + 2 % penal interest ?	**In the affirmative**
2.	Whether amount of Rs.7,96,979.43 is due from the defendants?	**In the affirmative**
3	Whether the plaintiff bank is entitled to foreclosure of recovery amount by selling a property owned by defendants ?	**In the affirmative**
4.	Whether the plaintiff bank is entitled for recovery of Rs.7,96,979.43 from the defendants with further interest @ 9.75% p.a. till the actual realization of the entire liability?	**In the partly affirmative**
5.	What order and decree?	**As per final order.**

REASONS

7. In order to establish the claim, the plaintiff bank has examined Vibhash Kumar Ramanand Prasad as (PW-1) (Exh.08). Then after, the plaintiff bank closed his evidence by filing pursis below Exh.21. The plaintiff bank has also relied on the following documents :-

Sr. No.	Documents	Exh.No.
1.	Photo copy of General Power of Attorney dated 30.07.2018.	**09**
2.	Original copy of Loan Application dated 08.12.2016	**10**
3.	Original copy of Loan Sanction Letter	**11**
4.	Original copy of Agreement for Agriculture Advances dated 15.12.2016.	**12**
5.	Original copy of Simple Mortgage Deed dated 07.12.2016	**13**
6.	Copy of Deed of Guarantee for Agriculture Advances dated 15.12.2016	**14**
7.	Original copy of Affidavit dated 07.12.2016	**15**
8.	Original copy of the Acknowledgment of Debt and Security dated 28.01.2023	**16**
9.	Original copy of Account Statement dated 30.09.2024	**17**
10.	Original copy of Certificate under Sections 62, 63 & 64 of the Bhartiya Saksh Adhiniyam dated 30.09.2024	**18**
11.	Original copy of Legal Demand Notice dated 03.08.2024	**19**
12.	Original copy of RPAD receipts dated 05.08.2024	**20**

AS TO POINTS NO. 1 TO 4

8. The subject matter and evidence involved in issues No.1 to 4 are interlinked and interconnected to each other. To avoid repetition of evidence, I consider them together for the purpose of convenience.

9. To prove the present case, the plaintiff bank has examined Vibhash Kumar Ramanand Prasad as PW-1 (Exh.08). He deposed that defendant Nos.1 and 2 had approached the plaintiff bank with a request for a Term Loan of Rs.4,00,000/-. After considering the request of the defendant Nos.1 and 2, the plaintiff bank had sanctioned a Term Loan of Rs.4,00,000/- with interest @ 9.75% per annum vide their sanction letter dated 15th December, 2016. The defendant No.2 stood as Guarantor to the aforesaid Term Loan. All the defendants had duly agreed to the terms and conditions of sanction, duly affixing their signature on the Sanction Letter. The loan was disbursed under Account bearing No.51318240000674.

10. PW-1 further deposed that pursuant to the sanction letter dated 15th December, 2016, the defendant No.1 being a borrower and defendant No.2 being a guarantor, had executed the relevant loan documents in favour of the plaintiff bank. PW-1 further deposed that the loan account of the defendant No.1 is maintained by the plaintiff bank during the regular course of their business and as per the entire transactions recorded in the respective account statements, based on the transactions that

took place from time to time. PW-1 further deposed that demand notices dated 3rd August, 2024 were issued on the 5th August, 2024 to the defendants, through the panel advocate of the plaintiff bank, calling upon them to repay the outstanding loan amount as mentioned above. However, the defendants did not come forward to make repayment of the outstanding amount. Hence, he prayed to decree the suit.

11. Defendant Nos.1 and 2 failed to appear though duly served with suit summons vide Exh.7. Hence, suit proceeded ex-parte against them.

12. The evidence of the plaintiff is unchallenged one, as the defendants failed to cross-examine them. Documents on record are duly proved by the plaintiff bank. In such circumstances, the plaintiff bank proved his case and hence he is entitled for recovery of Rs.7,96,979.43/- (In words Rupees Seven Lac Ninety Six Thousand Nine Hundred Seventy Nine and Forty Three Paisa Only) from the defendants with future thereon at the contractual rate/on compounded basis at monthly rest and 2.00% overdue interest till the actual realization of the entire liability. In addition, the plaintiff bank sought the foreclosure of recovery amount by selling of property owned by defendants. The plaintiff bank has liberty to get satisfy the decree by attachment and sell of above property at the time of execution. Accordingly, I answer of issues No.1 to 3 in the affirmative, issue

No.4 partly in the affirmative and answer of issue No.5, I proceed to pass following order :

ORDER

1] The suit is partly decreed with costs.

2] Defendant Nos.1 and 2 shall jointly and severally pay an amount of Rs.7,96,979.43/- (In words Rupees Seven Lac Ninety Six Thousand Nine Hundred Seventy Nine and Forty Three Paisa Only) to the plaintiff bank within three months from the date of this order.

3] Defendants shall also jointly and severally pay alongwith 6% p.a. interest till the actual realization of the entire liability.

4] Decree be drawn up accordingly.

(Judgment pronounced in open court).

ASHVINI PRAVIN DIWAN

Digitally signed by ASHVINI PRAVIN DIWAN
Date: 2026.08.01 17:15:53 +0530

(Ashwini P. Diwan)
Civil Judge Senior Division,
Jalna.

Dated : 01.08.2026.

CERTIFICATE

I affirm that, this PDF file is word to word as per original Order/Judgment.

Name of Stenographer : M. D. Adhe
Name of Court : Civil Court (S. D.), Jalna.
Date of upload : 01.08.2026

Sd/-
(Madhav D. Adhe)
Stenographer Grade-3