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| MHJN040015232025  | Received on : 30.06.2025 Registered on: 30.06.2025 Decided on : 16.03.2026 Duration : 00 Y. 08 M. 16 D. |
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IN THE COURT OF CIVIL JUDGE SENIOR DIVISION AT AMBAD
(Presided over by V.C.Gawai)

SPECIAL CIVIL SUIT NO. 37/2025

Exh.21

Canara Bank Br. Jambsamarth,
Through its Branch Manager
Authority holder Mr. Sumit Bhimrao Govardhan
Age: 26, Occu. Service,
R/o, Jambsamarth
Tq. Ghansawangi Dist. Jalna.

...**Plaintiff**

Versus

1. Kesharbai Sheshrao Raut, (Borrower)
Age : 42, Occup- Farming,

2. Narayan Kondiba Budhnar, (Guarantor)
Age : 51, Occup- Farming,
Both R/o Ghonsi Khurd, Tq. Ghansawangi,
Dist. Jalna.

...**Defendants.**

Claim :- Suit for recovery of amount Rs.14,97,571/-

Advocate for the plaintiff :- Shri A. N. Zha
Advocate for the Defendant :- Ex-party

JUDGMENT

(Delivered on 16.03.2026)

The present suit is filed for recovery of Rs.14,97,571/- along with future interest from the date of filing of suit till realization of the entire amount.

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

02. The plaintiff is a body corporate constituted under the Banking companies(Acquisition and Transfer of undertaking) Act, 1970 and having it's Head Office at Jaya Chamarajendra Road, Bengaluru & Branches amongst the other places at Jambasamarth, Tq. Ghansawangi, Dist. Jalna and doing its banking business at above referred address. This suit is filed through Authority holder Mr. Sumit Bhimrao Govardhan (Branch Manager) who has the knowledge of complete suit & it's record and therefore, in view of all above, the Authority, is empowered to sign and verify this suit on behalf of the plaintiff Bank.

03. The defendant had applied for a loan with the Bank under "KCC loan". After considering his need to be genuine the bank has agreed to sanction the loan amount of Rs.3,00,000/- on 19.03.2014 and disbursed the loan in the account of defendant. The terms and conditions of the said loan are averred in the letter of sanction and Loan Agreement which has been signed by the defendant as on

acceptance of terms and conditions in it. It was minor irrigation loan of Rs. 3,00,000/-. The interest rate to be charged @ 10.45% p. a.

04. Defendants have received the loan amount after executing necessary documents in favour of the bank. The defendants have been benefited by the said loan but was not prompt in paying the loan installment as per agreement which is evident from the extract of account statement and resulted into NPA on 29.07.2016. The defendant has executed and signed the Acknowledgment of Debt and security. The plaintiff Bank many times orally requested the defendants to pay the due amount but the defendants have not responded for the same and lastly on 06.12.2023 the plaintiff has decided to file this suit. From the extract of statement of loan account of defendant it is evident that, Rs.14,97,571/- is due against the defendant as on 06.12.2023. The plaintiff claims interest @10.45% from the date of suit till its final realization.

05. In spite of service of summons defendants does not appear before Court. Hence, the suit was proceeded ex - parte against the defendants as per order below Exh. 1 dated 08.12.2025.

06. On the basis of pleadings of the plaintiff, following points arise for my determination and I have recorded my findings thereon with the reasons given below:

| Sr. No. | Points | Findings |
|---------|---|--------------------|
| 1. | Whether the plaintiff prove that defendants obtained loan of Rs.3,00,000/- with interest ? | In the affirmative |
| 2. | Whether the plaintiff prove that, defendants failed to repay the loan amount as agreed ? | In the affirmative |
| 3. | Whether the plaintiff prove that defendants are liable to pay loan amount of Rs.14,97,571/- along with interest ? | In the affirmative |
| 4. | What order and decree ? | As per final order |

REASONS -

07. In order to establish its claim, the plaintiff bank has filed evidence affidavit of its Branch Manager, Canara Bank, Branch Jamsamarth as PW 1-Ajit Bharat Biradar vide Exh.08. He has reiterated all the facts as stated in the plaint. In addition to that, he has placed on record the documents at Exh. 09 to 19. The Plaintiff closed its oral evidence by submitting pursis at Exh.20.

AS TO POINT NOS. 1 TO 3 :

08. From the documents available on record, it appears that, the defendant had approached and applied plaintiff bank with request to sanction of loan of Rs. 3,00,000/- loan facility for the agricultural purpose. In view of his request, the plaintiff bank sanctioned the loan facility to the defendants on 19.03.2014. The defendants availed the aforesaid loan and executed relevant documents in favour of bank. The defendants had agreed the terms and conditions of the plaintiff bank as mentioned in the documents. However, defendants have failed to repay the loan amount as per agreement in spite of several requests. All correspondence has been supported with the certificate under the provisions of Bankers Book Evidence Act. Further, PW-1 has stated all those facts on oath before the court.

09. As stated earlier, the defendants have not taken efforts to appear in the suit and to cross-examine the plaintiff's witness. Therefore, evidence adduced by the plaintiff remained unchallenged. It is the bounden duty of party, personally knowing the whole circumstances of the case, to give evidence on their own behalf and to submit them for cross-examination. His non appearance as a

witness would be the strongest possible circumstance going to discredit the truth of their case. Thus, certainly adverse inference can be drawn against them. In the instant suit nothing was done by the defendants to appear and to prove their defence and to bring truth before the court. There is nothing to show contrary of the evidence available on record. Therefore, I find no reason to disbelieve the oral and documentary evidence adduced by plaintiff. Consequently, the defendants are liable to pay the amount of Rs.14,97,571/- as claimed by the plaintiff.

10. As regards the interest claimed by plaintiff is concerned, plaintiff bank has sanctioned loan of Rs.3,00,000/- on 19.03.2014.. Admittedly, the defendants have not repaid the said amount. As per plaint, the balance amount of Rs.14,97,571/- were due as on filing date of the suit against the defendants. The documents available on record shows that, Agricultural term loan facility was sanctioned to the defendants with interest @10.45% p.a. The plaintiff bank claimed future interest till the realization of entire amount. Loan account statement produced by plaintiff bank and other documents shows that, the amount of loan was sanctioned to the defendants.

11. It is seen from the record that the agreed rate of interest is 10.45% p.a. The rate of interest claimed by the plaintiff is seems to be exorbitant and excessive, hence I am not inclined to consider the prayer on the point of rate of interest. Therefore, in the circumstances, it would be just and proper to award interest @ 9% p. a. on amount of Rs.14,97,571/- from the date of filing suit till the realization of entire amount instead of the interest claimed by plaintiff bank. Hence, defendant is liable to pay the claim amount of Rs.14,97,571/- along with interest @ 9% p. a. from the date of filing suit till realization of entire amount. Hence, I answer point nos.1 to 3 in the affirmative.

AS TO POINT NO. 4:

12. As discussed in detail, the plaintiff bank has succeeded to establish its probable case on record by adducing cogent evidence. Therefore, the plaintiff bank is entitled to recover the suit amount along with interest @ 9% p.a. till the realization of entire amount. Therefore, in answer to point no.4, I pass following order:

ORDER

1. The suit is decreed with costs.
2. Defendants shall pay an amount of Rs.14,97,571/- (In words Fourteen Lac Ninety Seven Thousand Five Hundred and Seventy One Rs. only) along with interest @ 9% p. a. from the date of filing suit till the realization of entire amount within six months from the date of decree.
3. Decree be drawn accordingly.

Date : 16/03/2026.

(V. C. Gawai)
Civil Judge (S.D.)
Ambad.

Certificate

I affirm that the contents of this PDF file are word to word as per original judgment.

Name of steno : A. S. Joshi
Name of Court : C.J.S.D Court, Ambad.
Date of PDF : 16/03/2026.

Sd/-
Steno