


MHJN040018332023 	Received on : 18.07.2023 Registered on: 18.07.2023 Decided on : 08.05.2026 Duration : 02 Y. 09 M. 20 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. 130/2023

Exh.26

Canara Bank Br. Jambsamarth,
Through its Branch Manager
Authority holder Mr. Nandu Gajanan Bhalerao
Age: 33, Occu. Service,
R/o, Canara Bank Jambsamarth
Tq. Ghansawangi Dist. Jalna.

...Plaintiff

Versus

Sangeeta Suresh Rathod, (Borrower)
Age : 53, Occup- Farming,
R/o Ghosi Tanda NO. 2, Tq. Ghansawangi,
Dist. Jalna,

...Defendant.

Claim :- Suit for recovery of amount Rs.7,56,742/-

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

JUDGMENT

(Delivered on 08.05.2026)

The present suit is filed for recovery of Rs.7,56,742/-
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:-

2. The plaintiff is a body corporate constituted under the Banking companies (Acquisition and Transfer of undertaking) Act, 1970 and having its 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. Nandu Gajanan Bhalerao (Branch Manager) who has the knowledge of complete suit & its record and therefore, in view of all above, the Authority, is empowered to sign and verify this suit on behalf of the plaintiff Bank.

3. The defendant had applied for a loan with the Bank under "Agricultural Term Loan" for the minor irrigation development. After considering her need to be genuine the bank has agreed to sanction the loan amount of Rs.3,00,000/- on 29.09.2014 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 Agricultural Term loan of Rs. 3,00,000/- .

The interest rate to be charged @ 11.65% p. a. for the period of 36 months.

4. Defendant has received the loan amount after executing necessary documents in favour of the bank. The defendant has executed the Registered Simple Mortgage Deed bearing daybook no.2011/2015 dated 06.07.2015 of the Agricultural land Survey no.26 area adm. 02 H. 31 R, situated at village Sakalgaon Tq. Ghansawangi and Dist. Jalna in favour of Plaintiff Bank.

5. The defendant has 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 30.09.2018. The defendant has executed and signed the Acknowledgment of Debt and security dated 02.02.2021. The plaintiff Bank many times orally requested the defendant to pay the due amount but the defendant has not responded for the same and lastly on 31.03.2023 the plaintiff has decided to file this suit. From the extract of statement of loan account of defendant it is evident that, Rs.7,56,742/- is due against the defendant as on 31.03.2023. The plaintiff claims interest @ 11.65% from the date of suit till its final realization.

6. In spite of service of summons defendant did not appear before Court. Hence, the suit was proceeded ex - parte against the defendant as per order below Exh. 1 dated 16.03.2026.

7. 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 defendant obtained loan of Rs.3,00,000/- with interest ?	In the affirmative
2.	Whether the plaintiff prove that, defendant failed to repay the loan amount as agreed ?	In the affirmative
3.	Whether the plaintiff prove that defendant is liable to pay loan amount of Rs.7,56,742/- along with interest ?	In the affirmative
4.	Whether the plaintiff is entitled for sale of property secured under simple mortgage deed dated 06.07.2015 for recovery of loan amount ?	In the affirmative
5.	What order and decree ?	As per final order

REASONS -

8. 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.14. He has

reiterated all the facts as stated in the plaint. In addition to that, he has placed on record the documents at Exh. 15 to 24. The Plaintiff closed its oral evidence by submitting pursis at Exh.25.

AS TO POINT NOS. 1 TO 4 :

9. From the documents available on record, it appears that, the defendant had approached and applied plaintiff bank with request to sanction of agricultural loan of Rs. 3,00,000/- loan facility for the agricultural purpose. In view of his request, the plaintiff bank sanctioned the agricultural loan facility to the defendant on 29.09.2014 The defendant availed the aforesaid loan and executed relevant documents in favour of bank. The defendant had agreed the terms and conditions of the plaintiff bank as mentioned in the documents. However, defendant has failed to repay the loan amount as per agreement inspite of several requests. All correspondence have 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.

10. As stated earlier, the defendant has 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 her own behalf and to submit her for cross-examination. Her non appearance as a witness would be the strongest possible circumstance going to discredit the truth of her case. Thus, certainly adverse inference can be drawn against her. In the instant suit nothing was done by the defendant to appear and to prove her 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 defendant is liable to pay the amount of Rs.7,56,742/- as claimed by the plaintiff.

11. As regards the interest claimed by plaintiff is concerned, plaintiff bank has sanctioned loan of Rs.3,00,000/- on 29.09.2014 for the purpose of development of agricultural land. Admittedly, the defendant has not repaid the said amount. As per plaint, the balance amount of Rs.7,56,742/- were due as on filing date of the suit against the defendant. The documents available on record shows that, Agricultural term loan facility was sanctioned to the defendant with interest @ 11.65% 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 defendant.

12. It is seen from the record that the agreed rate of interest is 11.65% p.a. The rate of interest claimed by the plaintiff 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.7,56,742/- 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.7,56,742/- along with interest @ 9% p. a. from the date of filing suit till realization of entire amount. Hence, I answer point nos.1 to 4 in the affirmative.

AS TO POINT NO.5:

13. 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. on amount claimed till the realization

of entire amount. Therefore, in answer to point no.5, I pass following order:

ORDER

1. The suit is decreed with costs.
2. Defendant shall pay an amount of Rs.7,56,742/- (In words Seven Lac Fifty Six Thousand Seven Hundred and Forty Two 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. In case of failure to pay loan amount along with interest within stipulated time limit, plaintiff would be entitled to recover the same by sale of property secured under Registered Simple Mortgage Deed bearing daybook no. 2011/2015 dated 06.07.2015 in respect of the Agricultural land Survey no.26 area adm. 02 H. 31 R, situated at village Sakalgaon Tq. Ghansawangi and Dist. Jalna.
4. Decree be drawn accordingly.

Date : 08/05/2026.

(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 : CJSD Court, Ambad.
Date of PDF : 08.05.2026

Sd/-

Steno