MHKO070001452025	Presented on	:	31-01-2025.
	Registered on	:	06-02-2025.
	Decided on	:	20-08-2026.
	Duration	:	Y. M. Ds. 01 06 20

IN THE COURT OF THE JOINT CIVIL JUDGE SENIOR DIVISION, JAYSINGPUR, DIST. KOLHAPUR.

(**Presided over by Shri. P. A. Patil**)

Special Civil Suit No.09/2025.
CNR No.MHKO070001452025.
Exhibit No. 26/A.

Bank of Maharashtra,
Branch- Nrusinhawadi through
Branch Manager Shri. Urjit Sudhir Shirke,
Age- 27 Yrs, Occ- Service,
Present R/o. Nrusinhawadi, Tal. Shirol,
Dist. Kolhapur.
..Plaintiff

Versus

1. **Sau. Sunita Sachin Mohite,**
Age-42 Yrs, Occ-Household & Garment Business,
R/o. Ward No.1, Bhairavwadi-Kurundwad,
Tal. Shirol, Dist. Kolhapur.
2. **Shri. Sachin Laxman Mohite,**
Age- 46 Yrs, Occ- Business and Agriculture,
R/o. As above.
3. **Shri. Rakesh Anandrao Mohite,**
Age- 40 Yrs, Occ- Business and Agriculture,
R/o. As above.

..Defendants

Suit for recovery of money.

- APPEARANCE -	
For the plaintiff	Adv. Shri. J. J. Pomaje.
For the defendant Nos.1 to 3	Adv. Shri. S. V. Bele.

JUDGMENT

(Delivered on 20th August, 2026)

The plaintiff has instituted the present suit for recovery of money.

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

2. The plaintiff bank is constituted under The Banking Companies Act of 1970 having its Head Office at Shivajinagar, Pune and branch office at Nrusinhawadi, Tal. Shirol, Dist. Kolhapur. The defendant No.1 approached the plaintiff bank and requested to sanction term loan of ₹10,00,000/- for the purpose of purchasing and doing business of ladies garments and clothes. At the request of the defendant No.1, the plaintiff bank sanctioned the term loan of ₹10,00,000/- to the defendant No.1. The defendant Nos.2 and 3 are the guarantors to the said loan. The defendants were agreed to repay the said loan within five years with interest @ 10.95% per annum by monthly installment of ₹21,750/-. The defendants have executed various security documents in favour of the plaintiff bank.

3. It is further averred that the defendant No.1 has failed to pay the installments from 28.02.2024. Inspite of several requests the defendants failed to deposit and regularize the installments as agreed. Therefore, the account of the defendant No.1 classified in non performing assets. Consequently, the plaintiff bank issued legal notice on 18.12.2024 to defendant Nos.1 and 2 and on 26.12.2024 to defendant No.3 for payment of outstanding amount. However, the defendants failed to pay the outstanding dues. According to the plaintiff, the amount of ₹12,22,418/- is due and outstanding against the defendants till 07.01.2025. Therefore, the plaintiff bank has instituted the present suit for recovery of amount of ₹12,22,418/- along with interest thereon @ 10.95% per annum from the date 07.01.2025 till actual realization of entire amount.

4. The defendants appeared in the Court, but they have not filed their written statement. Hence, the suit proceeded without their written statement.

5. Heard learned advocate Shri.J. J. Pomaje for the plaintiff bank. The defendants and the learned advocate absent when called. The defendants have not advanced their arguments.

6. On the contentions of the plaintiff and documents produced on record, following points arises for my determination which are produced by me as follows, along with my findings thereon -

No.	Points	Findings
1.	Does the plaintiff bank prove that the defendant No.1 had obtained term loan of ₹10,00,000/- from it ?	Yes.
2.	Does the plaintiff bank prove that the defendant Nos.2 and 3 are the guarantor of the alleged term loan ?	No.
3.	Whether the plaintiff bank is entitled to recover amount of ₹12,22,418/- from the defendants with interest @ 10.95% per annum from the date 07.01.2025 ?	Partly Yes.

4.	What Order and Decree?	.. Suit is partly decreed with costs.

R E A S O N S

EVIDENCE OF THE PLAINTIFF.

7. To prove the claim, the plaintiff bank has filed examination-in-chief affidavit of its Branch Manager namely Shri.Pravin Deelip Sane (PW-1) at (Exh.11). The plaintiff bank has relied on following documents which are enlisted as under:- Loan application (Exh.14), Sanction letter (Exh.15), Demand promissory note (Exh.16), Receipt for amount of loan (Exh.17), Deed of hypothecation (Exh.18), Notices issued to the defendants (Exh.19 and 20), postal receipts (Exh.21), postal returned envelope of defendant No.1 (Exh.22), postal acknowledgments (Exh.23), Loan account statement (Exh.24) and Certificate under Section 63 of the Bharatiya Saksha Adhiniyam, 2023 (Exh.25). The plaintiff bank has closed its evidence *vide* pursis (Exh.12).

AS TO POINT NO. 1 :-

8. According to the plaintiff bank, the defendant No.1 had obtained term loan of ₹10,00,000/- from it. In order to prove this fact, the plaintiff has relied upon the evidence of Shri.Pravin (PW-1), who is a Branch Manager of the plaintiff bank. Shri.Pravin (PW-1) has deposed in consonance with the pleadings of the plaintiff bank. The defendants have not cross-examined him; therefore, his evidence remains unchallenged. Moreover, the plaintiff bank has produced the Loan Application (Exh.14), Loan Sanction Letter (Exh.15), Demand Promissory Note (Exh.16), Deed of Hypothecation (Exh.18) to establish that the defendant No.1 obtained the term loan from the plaintiff bank. On perusal of the said documents, it is evident that the defendant No.1 had obtained term loan of ₹10,00,000/- from it.

9. In view of above discussion, it is clear that the defendant No.1 has obtained the term loan of ₹10,00,000/- from the plaintiff bank. Hence, I answer point no.1 in affirmative.

AS TO POINT NO. 2 :-

10. The plaintiff bank has alleged that the defendant No.2 and 3 are the guarantors of the term loan of ₹10,00,000/-. Mr.Pravin (PW-1) has deposed that the defendant Nos.2 and 3 are the guarantors of the said loan. However, the plaintiff bank has not produced the deed of guarantee executed by the defendant Nos.2 and 3 in its favour. The plaintiff bank has withhold the said important document. Therefore, adverse inference is required to be drawn against the plaintiff bank that the defendant Nos.2 and 3 have not executed the deed of guarantee in its favour. In such circumstances, only on the basis of oral evidence of Mr.Pravin (W-1) it cannot be inferred that the defendant Nos.2 and 3 are the guarantors of the alleged loan. Therefore, it is clear that the plaintiff bank has failed to prove that the defendant Nos.2 and 3 are the guarantors of alleged term loan of ₹10,00,000/-. Hence, I answer point No.2 in the negative.

AS TO POINT NO. 3 :-

11. Shri.Pravin (PW-1), in his affidavit, has specifically averred that the term loan of ₹12,22,418/- was due and payable by the defendants. The defendants have not challenged the said evidence. Moreover, the plaintiff bank has placed on record the loan account extract (Exh.24) pertaining to the defendant No.1, in order to establish the outstanding amount. The certificate under Section 63 of the Bharatiya Saksha Adhiniyam, 2023 is also annexed with the said statements. However, on perusal of the loan account extract, it appears that on 31.03.2024, term loan of ₹8,69,428.18/- was due and payable by the defendant No.1.

The defendant No.1 has not denied the contents of the said loan account extracts (Exh.24). Furthermore, the plaintiff has filed the pursis (Exh.13) contending that the amount of ₹8,69,428/- is due against the defendants till 30.03.2024. Hence, it is clear that the total amount of ₹8,69,428/- only is outstanding against the defendant No.1 as on 31.03.2024. However, the amount of interest is not included in it from the date 30.03.2024 till filing of the suit. The plaintiff bank has sought the amount of ₹12,22,418/- which includes the interest from the date of 30.03.2024. However, the plaintiff bank has failed to plead and prove the exact interest amount payable on ₹8,69,428/- till filing of the suit. Therefore, it is not legal and proper to grant the amount of ₹12,22,418/- to the plaintiff bank. However, it is legal and proper to grant the interest on amount of ₹8,69,428/- from 01.04.2024. Therefore, the plaintiff bank is entitled to recover the said amount from the defendant No.1.

12. The plaintiff bank has claimed interest at the rate of 10.95% per annum on the loan amount. It is alleged by the plaintiff that the defendants had agreed to repay the term loan along with interest at the rate of 10.95% per annum. In support of this contention, the plaintiff has relied upon the loan sanction letter (Exh.15), Demand Promissory Note (Exh.16), wherein it is stated that defendant promised to repay an amount with interest at the rate 10.95% per annum. Therefore, it is clear that the defendants had agreed to repay the said amount with interest at the rate of 10.95% per annum. Therefore, the plaintiff is entitled to recover the amount of ₹8,69,428/- along with interest at the rate of 10.95% per annum. Thus, it is just and proper to grant pendente lite interest as well as future interest at the rate of 10.95% per annum.

13. In view of above discussion, it is clear that the plaintiff bank is entitled to recover amount of ₹8,69,428/- @ 10.95% per annum from 01.04.2024 till actual realization of the whole amount. Hence, I answer Point No.3 in partly affirmative.

AS TO POINT NO. 4 :-

14. In view of the discussion of point Nos.1 to 3, I come to the conclusion that the suit deserves to be partly decreed with costs. In the result, for point No.4, I proceed to pass the following order :-

O R D E R

(1) The suit is partly decreed with costs.

(2) The defendant No.1 shall pay to the plaintiff bank an amount of ₹8,69,428/- (Eight lakh sixty nine thousand four hundred twenty eight only) with simple interest @ 10.95 % per annum thereon from the date 01.04.2024 till actual realization of entire amount.

(3) Decree be drawn up accordingly.

(Pronounced in the open Court.)

PRASHANTKUMAR ASHOK PATIL

Digitally signed by PRASHANTKUMAR ASHOK PATIL
Date: 2026.08.20 15:52:58 +0530

Jaysingpur.
Date: 20.08.2026.

(P. A. Patil)
Jt. Civil Judge Senior Division,
Jaysingpur.