SCC No. 407/2026

Exh.1/C

Order

Issue Notice to Proposed

a… ction 223

c…

JMFC Peth Vadgaon

DISTRICT COURTS MAHARASHTRA

सत्यमेव जयते

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D.R.No.

Date:-

S. Cr. C. No. /2026

IN THE COURT OF JUDICIAL MAGISTRATE FIRST CLASS,
VADGAON, AT VADGAON.

A Corporation on Constituted under the State Bank of India Act, 1955 and having its Branch at Vadgaon Road, Hatkanangle, Taluka Hatkanangle, Dist Kolhapur **Through its duly authorized representative Branch Manager** **Mr. Rajeshkumar Jagannath Dange** **Age:- 43 Yrs. Occupation Service,** **Address :- As above.**	**Complainant**

Versus

Mr. Sagar Balu Ghatage, **Age.** 35 **yrs., Occupation:- Service,** **R/O :- Mal Bhag Chincwad** **Tal :- Karveer, Dist :- Kolhapur**	**Accused**

COMPLAINT U/S. 25 OF PAYMENT
& SETTLEMENT SYATEMS ACT, 2007

Herein, it is prayed by the Complainant - bank is as follows :-

1. The Complainant - bank is a corporation Constituted under State Bank of India Act,1955 (Act No.XXXIII of 1955) and working under the guidelines of Reserve Bank of India, having its Registered Corporate Office at State bank Bhavan, Madam Kama Road, Nariman Point, Mumbai 400021. The Complainant has its branch offices at various places including branch at Hatkanangle. The Complainant is providing various types of Loan Financial Assistance etc. to its customers. The Complainant has duly appointed Mr. Rajeshkumar Dange who is well acquainted with the transaction to represent it before this Hon'ble Court by issuing Authority Letter dt. 09/02/2025 and who is conversant with the facts of Present Complaint and having knowledge about it The banking business in the Area is conducted by and through its Branch Manager who has signed this Complaint in the Said capacity.
2. That during the course of Business the Accused approached the Complainant -Bank for a grant of Personal Loan of Rs. 2,00,000/- (in words Two Lakh only). Accordingly, the Complainant -bank granted a Personal loan for Rs. 2,00,000/- as on 22/07/2023.The accused at the time of availing the said loan assured and promised and represented to the complainant that he will abide all the terms and conditions set out for Pre-Approved Personal Loan terms and condition letter dt. 22/07/2023 and assured that the loan will be repaid within then stipulated period as per the agreement with 14.05% Rate of Interest. The Loan can be availed through channels such as Customer's Internet Banking (onlinesbi) or YONO App or through contact center, however the loan account would be created only upon due acceptance / Acknowledgement of these Terms and conditions by the borrower through the Customer's Internet Banking /YONO app or after the

customer's authentication using 'Unique Code' on Interactive Voice Response (IVR) via his/her Registration Mobile Number in case of contact Central Channel. By accepting these terms and conditions the accused duly acknowledge that he/she can understand, read and write in English or Hindi Language. The complainant believing on the representation, assurance and promise given by the accused provided Personal Loan of Rs. 2,00,000/- (in words Two Lakh only) to the accused bearing Loan Account No. 42106417592. The accused agreed to repay the said Loan in monthly Installments (EMI) of Rs. 6,841/- (in words Six Thousand Eight Hundred and Forty one only). The accused further agreed to repay the said loan amount through ECS.

3. That the accused towards the part repayment of the said loan amount and towards the legal liability and debt, had instructed by way of standing Instructions laid down in Pre-Approved Personal Loan terms and condition letter dt. 22/07/2023 to clear the outstanding /debit the EMI's amount from his savings account bearing No. 39910679181 of STATE BANK OF INDIA, Br. HATKANAGLE . The accused authorized to the complainant to collect the money through ECS, from his Bank Account.
4. The accused failed to clear the said EMI's Rs. 86,484.4/- and failed neglected to perform his duty by not maintaining the sufficient balance in the aforesaid savings account. The complainant has issued the intimation of dishonor of the said ECS from its Bank State Bank of India, Hatkanangle Branch on 10/02/2026 with remark "DP" Not Available i.e. INSUFFICIENT FUNDS/ EXCEEDS ARRANGEMENTS". That the said Mandate in question was given against repayments of Debts due to the complainant and the same was returned unpaid for want of sufficient Fund.

5. The complainant thereafter within thirty days of the receipt of Information of the dishonor of the ECS mandate demanded the Payment of the said EMI to the accused by giving notice in writing sent by Speed Post to the Accused on 12/02/2026 by Adv. Deepali B. Patil – Bhendwade on the correct and Available address given the accused to the complainant.
6. The notice sent by Speed Post was delivered to accused on 14/02/2026. As per track order of postal department the notice has been served on Accused. However the accused has failed to pay the amount of dishonored ECS within 15 days from the receipt of the Notice. The accused therefore committed the offence u/s. 25 of The Payment and settlement systems Act. Hence the complainant is constrained to file the present complaint against the Accused.
7. The bank of the Complainant is situated within the Jurisdiction of this Hon'Ble Court. Therefore this Hon'ble Court has Jurisdiction to entertain and try this complaint.
8. That the Mandate (instrument) in dispute was return with remark "DP" Not Available i.e. INSUFFICIENT FUNDS/ EXCEEDS ARRANGEMENTS" by the complainants Banker on 10/02/2026 and the demand / legal notice was sent by Speed Post on 12/02/2026. The notice sent by Speed Post was delivered to accused on 14/02/2026. The mandatory period to repay amount expires on 28/02/2026. Hence the cause of Action arose on 01/03/2026. Therefore, this complaint is filed today is well within the period of limitation.
9. For the purposes of court fee, the outstanding amount is Rs. 86,484.4/- hence proper Court Fee of Rs. 1800/- is as per the rules has been affixed herewith.

10.The complainant is relying on his own evidence and is desirous to examine the following witnesses.

i. Banks officer of the Bank (if required with Prior permission of this Hon'Ble Court)

ii. Any other such witness in the interest of justice with prior permission of this Hon'Ble Court.

11. Considering the all above grounds mentioned the accused has committed an offence under Sec. 25 of The Payment and Settlements System Act, 2007 and liable to be punished with rigorous Imprisonment and penalty.

12.THE COMPLAINANT THEREFORE PRAYS:-

a. The process may kindly be issued against the accused and the accused may kindly be punished as per law and maximum punishment may be kindly awarded to the accused.

b. That, the accused may also be ordered to pay compensation to the complainant as per the provision of Sec. 395 of BNSS.

c. Any other order in the interest of justice and equity may kindly be passed in the interest of Justice.

Hence the complaint.

Drafted and Presented by
Adv. Deepali b. Patil – Bhendwade
Date :-22/03/2026
Place :-Vadgaon

Complainant. Adv. For Complainant

भारतीय स्टेट बैंक SBI Br. Code 00270