MHKO120002282023					
	Received On	:	04/05/2023		
	Registered On	:	04/05/2023		
	Decided On	:	02/07/2026		
	Duration		Years	Months	Days
			03	01	29

IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION, GARGOTI,
TAL. BHUDARGAD, DIST. KOLHAPUR
(Presided over by N. D. Rudrabhate)

Regular Civil Suit No. 70/2023
(CNR No.**MHKO120002282023**)
Exh.No.37/B

Bank of Badoda, Branch – Gargoti,
Tal. Bhudargad, Dist. Kolhapur
through its officer … **Plaintiff**
Mr. Kishor R. Gaikwad,
Age - 35 years, Occ.- Service,
R/o. Through Bank of Badoda,
Branch - Gargoti, Kolhapur.

VERSUS

Sou. Suman Raghunath Powar
Age – 62 yrs., Occ. Business, …. **Defendant**
R/o. Gargoti, Tal. Bhudargad,
Dist. Kolhapur,

SUIT CLAIM OF ₹ 46,721.96/-

Appearances :

Learned Adv. A. A. Pathak for the Plaintiff

Suit proceeded Ex-parte against Defendant.

J U D G M E N T

(Delivered on 02/07/2026)

This is a Regular suit filed for recovery of money of ₹ 46,721.96/- .

Brief facts of the plaintiff's suit are as under :

02. The plaintiff's Bank of Badoba is a Nationalized bank. It provides loan of various Government Schemes to the needy people and also provides home loan, business loan etc. **Mr. Kishor R. Gaikwad,** is holding the power of attorney of the plaintiff Bank and is empowered to sign and present the Plaint and to do all works related to the filing of the suit and other legal proceedings for and on behalf of the plaintiff Bank.

03. In the year 2016 defendant has approached the plaintiff Bank and requested to grant them P. M. Mudra Term Loan Facility of Rs.50,000/- (Rs. Fifty Thousand only) for the purpose of Foot Shop Business. Accordingly, the Bank sanctioned the request of defendant on terms that the said Term Loan was to be repaid with interest 9.65% with annual review commencing from 31/08/2016. The above said Term Loan was disbursed to the said defendant borrower on 16/09/2016. The defendant is the guarantor to above said loan transaction and accepted for the due repayment of the loan along with the defendant.

04. Accordingly, the defendant availed and enjoyed the said loan, but they failed to repay the loan as agreed. The plaintiff bank states that, even after repeated demands of plaintiff, the defendant neglected to pay the dues. Subsequently the defendant's loan account has been classified as N.P.A. as per the Status inquiry report dated 16/03/2023. Even thereafter the defendant failed to repay the said loan amount. Therefore, the plaintiff bank has instituted the present Regular suit for recovery of due loan amount of ₹ 50,000/- along with interest at the rate of 9.65% per annum rest from the date of 31/03/2018 till realization of entire amount.

05. The suit summons under was issued to the defendant. It was served upon them vide Exh.08 respectively. The defendant has not appeared in the Court within stipulated time and hence, the present suit is proceeded ex-parte against them.

06. From the pleadings of the plaintiff bank, following points are raised for final adjudication, hence the points along with reasons and findings thereon as under :

SR.NO.	POINTS	FINDINGS
1.	Whether the plaintiff bank proves that, it has sanctioned Term Loan facility of ₹ 50,000/- to defendant on 16/09/2016 ?	Affirmative.
2.	Whether the plaintiff bank proves that, the defendant has failed to repay the	Affirmative.

	loan as agreed ?	
3.	Whether the plaintiff bank is entitled to recover an amount of ₹ 46,721.96/- as due loan amount with interest at the rate of 18% per annum from the date of 31/03/2018 till the realization of debts ?	Partly affirmative to the extent of rate of interest 11.65% p.a.
4.	What order ?	As Per Final Order

REASONS

07. Plaintiff relied on the documents at Exh.3, i.e. Loan application form, Sanction letter to the borrower, Attestation memo, Demand Promissory Note, Installment letter with Acceleration clause, Composite undertaking cum declaration, Letters of acknowledgment of debt, Loan account statement, Status of NPA, Power of Attorney, Gazette relating to merging of banks, Certificate of Evidence under Bankers Book Evidence Act.

08. Heard the learned advocate for a plaintiff.

AS TO POINT NO.1 :-

09. At the outset, it would be appropriate to mention that, earlier suit was instituted by Branch Manager Shri. K. R. Gawikwad thereafter the present Branch Manager Mr. Vasant Mohan Kumar filed the power of attorney vide Exh.35 which empowered him to continue the proceedings. Vasant PW.1 appearing on behalf of the plaintiff bank has filed his affidavit and submitted that, the plaintiff bank has produced all the documents executed for Term Loan facility of ₹ 50,000/- to defendant on 16/09/2016. Ld. Advocate for the plaintiff bank further placed reliance upon documents on record. On the consideration of the submissions of the counsel, it would be proper to consider all evidence and pleading on record.

10. The Plaintiff bank has come with specific case that, defendant availed Term Loan facility of ₹ 50,000/- on 16/09/2016 and the defendant executed various documents towards loan. But he failed to repay the loan as agreed. The plaintiff bank referred, Loan application form, Sanction letter to the borrower, Attestation memo, Demand Promissory Note, Installment letter with Acceleration clause, Composite undertaking cum declaration, Letters of acknowledgment of debt, Loan account statement, Status of NPA, Power of Attorney, Gazette relating to merging of bank, Certificate of Evidence under Bankers Book Evidence Act. It has further come in his evidence that, all the documents executed by the defendant in favour of the plaintiff bank for Term Loan facility of ₹ 50,000/- and all are signed by the defendant.

11. The present suit is proceeded further without appearance of defendant. Consequently, such non appearance of the defendant, make it clear that, he has no objection regarding all the documents and pleading in plaint. Her non appearance is sufficient to draw inference that, defendant availed Term Loan facility of ₹ 50,000/- as described in claim. Admission of the pleading of the plaint in support to documentary evidence make it clear that, defendant has availed Term Loan facility of ₹ 50,000/- dated

16/09/2016. Therefore, the plaintiff bank is entitled to judgment in it's favour. Considering all above discussion, I hold point No.1 in the affirmative.

AS TO POINT NO.2 to 4 :-

12. Point No. 2 to 4 are interlinked hence for convenient consideration and to avoid repetition in discussion these are discussed in together.

13. The Plaintiff bank has come with specific case that, the defendant failed to repay the Term Loan of ₹ 50,000/- as agreed. In order to prove dues as prayed, the plaintiff bank has produced NPA status of loan account of Term Loan of ₹50,000/-. On perusal of the account extract, it shows that, defendant failed to repay the loan as agreed. It is the case of the plaintiff bank that, defendant availed the Term Loan facility of ₹ 50,000/-. I have carefully gone through the pleading of the plaint as well as documentary evidence on record. Upon perusal of bank statement and other documents, it reveals that, the loan amount were credited to loan account of the defendant. The plaintiff bank has claimed an amount of ₹ 46,721.96/- due towards the defendants, it has revealed from the documentary evidence. Therefore the defendant is liable to repay the due loan amount of ₹ 46,721.96/-.

14. So far as rate of interest is concerned no doubt party has agreed specific rate of interest in loan document. Thus, apparently the contentions on record would make it clear that, the loan was sanctioned for financial help. The circumstances and documents on record would unequivocally make it clear that, the defendant availed Term Loan facility of ₹ 50,000/- and thereby tried to earn income for his livelihood. No doubt he agreed to pay penal interest as like commercial transaction. Although the plaintiff claimed to recover the debt amount along with rate of interest per annum 18 % p.a. however, as per the promissory note vide exh.19 rate of interest is 9.65% p.a. It appears from the letter of installment vide. Exh. 21 that, in the event of default of payment in form of installment there will be an additional interest of 2% p.a.. Hence, it would be appropriate to allow the recovery as per agreed terms and conditions of promissory note as well as letter of installment with acceleration clause. Hence, the plaintiff bank is entitled to recover the interest at the rate of 11.65% p.a. on due amount of ₹ 46,721.96/- as claimed in the plaint and proved in evidence from 31/03/2018 till realization of the due amount.

15. The suit was instituted by Bank of Badoba and also instituted within three years from the cause of action and thus the suit is well within limitation. The pleading of the plaint as well as documentary evidence on record unequivocally make it clear that, the defendant failed to repay the loan as per terms and conditions agreed between plaintiff bank and defendant. Therefore, considering all above discussion, I hold point No. 2 and 3 in the affirmative and I proceed to pass the following order.

<u>ORDER</u>

1.	The suit is partly decreed with costs.
2.	The defendant shall pay an amount of ₹ 46,721.96/- (Fourty Six Thousand Seven Hundred Twenty One and Ninety Six Paisa only) to plaintiff bank within three

	months from the date of judgment.
3.	The defendant shall pay future interest at the rate of 11.65% p.a. on due amount of ₹ 46,721.96/- (Fourty Six Thousand Seven Hundred Twenty One and Ninety Six Paisa) rest from the date of 31/03/2018 till the realization of the due amount.
4.	Decree be drawn up accordingly.

NISHANT DIPAK RUDRABHATE

Digitally signed by NISHANT DIPAK RUDRABHATE
Date: 2026.07.02 15:59:14 +0530

Place : Gargoti.
Date : 02/07/2026.

(N. D. Rudrabhate)
Civil Judge Junior Division,
Gargoti.