


MHNG110005802024 	Received on : 10.06.2024 Registered on : 10.06.2024 Decided on : 10.03.2026 Duration : 01Y 09M 00D
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IN THE COURT OF CIVIL JUDGE, JUNIOR DIVISION, KUHI,
(Presided over by P. K. Mutkule)

Sum.Civil Suit No.19/2024
Exhibit No. : 23.

BANK OF MAHARASHTRA,
Veltur Branch, having its Head Office at "Lokmanal",
1501, Shivaji Nagar, Pune - 411005,
through its Branch Manager/power of attorney Holder
Shri Sanjay S/o Chandrabhan Neware,
Aged- 55 years, Accu.- Service,
R/o. Bank of Maharashtra, Veltur Branch,
Tah. Kuhi, Dist. Nagpur. **...PLAINTIFF**

- V E R S U S -

Mr. Anandrao Lataru Chaudhari,
Aged about 66 years, Occu. Cultivation,
R/o. C/o Kewalram Karemore, Near
Ward No.01, Near Patil Wada, Shikarpur,
Tah. Kuhi, Dist. Nagar. **...DEFENDANT**

Advocate for plaintiff :- C. M. Gaidhane.
Defendant :- Ex-parte

JUDGMENT
(Delivered on 10-03-2026)

This suit has been filed by the plaintiff for the recovery of amount to Rs.2,85,777/-, along with applicable interest, against the defendant.

In short, the case of the plaintiff is as under :-

02. The plaintiff is Bank of Maharashtra, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980. The central office is located at “Lokmangal”, 1501, Shivaji Nagar, Pune - 411005, with a branch office situated at Veltur, Tah Kuhi, Dist. Nagpur.

03. The defendant approached the plaintiff for grant of Loan for the purpose of agricultural developments Renewal of MKCC Loan. Upon the defendant request, the plaintiff sanctioned the loan under specific terms and conditions. On 11.06.2019 the plaintiff bank granted Loan of Rs.1,60,000/- for business purposes and Emergency Loan on 18.08.2021 the plaintiff bank granted Loan of Rs.50,000/- for agriculture and domestic purposes. To secure the loan, the defendant executed various documents. The loan carries an interest rate of 07.00% per annum.

04. The defendant failed to adhere to the terms of the loan agreement and defaulted in repaying the principal amount along with interest. Consequently, an outstanding balance of Rs.2,75,777/-, plus accrued interest of Rs.10,000/-, totaling Rs.2,85,777/-, remains due. Despite several requests and reminders from the plaintiff, the defendant has not made the required payment, prompting the filing of this suit.

05. A suit summons, as per Order 37 Rule 2 of the Civil Procedure Code, for the recovery of Rs.2,85,777/- (in Form No.4 of Appendix A), has been issued and duly served upon the

defendant. Notwithstanding, the defendant has failed to appear in response to the summons.

06. The points for consideration along with findings thereon and reasons therefor are as under :-

SN	Points	Findings
1	Does plaintiff-bank prove that an amount of Rs.2,85,777/- is due & recoverable from the defendant ?	...In the affirmative.
2	Whether plaintiff-bank is entitled for future interest @ 07.00% per annum from the date of the suit till its actual realization ?	...In the affirmative
3	What order & decree ?	...As per final order.

REASONS

AS TO POINT NO.1 :-

07. To support its case, the plaintiff has filed evidence affidavit at Exh.08. The plaintiff-bank has relied upon on various documentary evidences filed below list of documents Exh.09. Loan Application Form at Exh.10, Demand Promissory Note at Exh.11, Agreement of Mahabank Kisan Credit Card at Exh.12, Hypothecation Agreement at Exh.13, Receipt For Amount of Loan at Exh.14, 7/12 Extract and 08-A at Exh.15, Account of Closure at Exh.16, Request letter at Exh.18, Demand promissory note at Exh.19, Hypothecation Agreement at Exh.20, Receipt for amount of loan at Exh.21 and Account of closer at Exh.22.

08. In the event of the defendant's failure to enter an appearance, the allegations in the plaint are deemed to be

admitted by the defendant. The documents produced on record substantiate the plaintiff's claim. I find no reason to disregard the documents submitted by the plaintiff in support of the claim. Considering the documents and affidavit, no reasonable grounds appear to disbelieve the plaintiff's case. In accordance with Order XXXVII Rule 2(3) of the Civil Procedure Code, if the defendant does not enter an appearance, the allegations in the plaint shall be deemed to be admitted.

09. Therefore, based on the averments in the plaint and the supporting documents placed on record, it is held that an amount of Rs.2,85,777/- (Rs. Two Lakh Eighty Five Thousand Seven Hundred Seventy Seven Only) is due and recoverable from the defendant. Hence, point No.01 is answered in the affirmative.

AS TO POINT NO.2 & 3 :-

10. The plaintiff is also claiming future interest at the rate of 07.00% per annum on the due amount. It is pertinent to note that this is a term loan, and admittedly, the rate of interest was 07.00% per annum. The agreement itself indicates that the rate of interest shall be floating as per the relevant policy. Considering this aspect, in my opinion, an interest rate of 07.00% per annum, calculated as simple interest, will be sufficient in this case. Hence, the prayer for 07.00% per annum interest is granted from the date of filing of the suit until the date of the decree. Accordingly, I record my findings on this issue and, in conclusion, answer point No.03 as follows :-

ORDER

- 1] The suit is decreed under order XXXVII Rule 2(3) sub Rule 06(a) of CPC with costs.

- 2] The defendant shall pay an amount of Rs.2,85,777/- (Rs. Two Lakh Eighty Five Thousand Seven Hundred Seventy Seven Only) to the plaintiff-bank with simple interest @ 07.00 per annum from the date of filing of suit i.e. from 10.06.2024 up to the date of decree.
- 3] Decree be drawn up accordingly.

Date : 10.03.2026

(P. K. Mutkule)
Civil Judge Junior Division,
Kuhi, Dist. Nagpur.

CERTIFICATE

I affirm that the contents of this P.D.F. file of judgment are word to word, as per original judgment.

Dictated on	:	10.03.2026
Transcribed on	:	10.03.2026
Checked on	:	10.03.2026
Signed on	:	10.03.2026

(V. R. Sawarkar)
Stenographer (Gr.III)