


MHNS130005682024 	<b>Presented on</b>	:	<b>12.04.2024</b>		
	<b>Registered on</b>	:	<b>15.04.2024</b>		
	<b>Decided on</b>	:	<b>17.04.2026</b>		
	<b>Duration</b>	:	<b>Y</b>	<b>M</b>	<b>D</b>
			<b>02</b>	<b>00</b>	<b>05</b>

IN THE COURT OF 2<sup>ND</sup> JT. CIVIL JUDGE JUNIOR DIVISION,  
PIMPALGAON, TQ. NIPHAD, DIST. NASHIK  
(*PRESIDED OVER BY V.W. KHENDAD*)

**Reg. Civil.Suit No. 132/2024**

**Exh. No. 19 /A**

**State Bank of India,**  
Head Office, Bandra Kurla  
Complex, Mumbai (East), 400 051,  
It's one Branch at Pimpalgaon (B)  
Tq. Niphad, Dist. Nashik,  
Through its Branch Manager,  
**Shri. Mandeep Negi**

**Plaintiff**

**VERSUS**

**Shri. Subhash Valu Kale,**  
Age : 61 yrs., Occ : Agri.  
R/o. Dhondgavhan,  
Tal. Chandawad, Dist. Nashik.

**Defendant**

**SUIT FOR RECOVERY OF AMOUNT RS. 4,45,565/-**

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**Appearances**

The Ld. Advocate for the plaintiff: Adv. S.R. Thakare  
for Defendant: **Ex-parte**

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**JUDGMENT**

(Delivered On 17.04.2026)

The plaintiff bank has instituted the present suit for recovery of amount of Rs. 04,45,565/- (Rs. Four Lakhs Forty-Five Thousand Five Hundred Sixty-Five Only).

**Plaintiff's case, in brief, as follows:**

**2.** The plaintiff is the nationalized bank established under State Bank of India Act,1955 having many branches across the India. Its head office is located in Bandra, Mumbai. It has it's one branch in Pimpalgaon (B), Tal- Niphad, Dist. Nashik. Plaintiff Bank gives loan to its account holders for various purposes in accordance with its rules and regulations. Defendant is one of its account holders. On 09/05/2018 the defendant had applied for the crop loan for agriculture purpose. The plaintiff bank on 09/05/2018 sanctioned crop loan of Rs.04,56,000/- to defendant. Accepting and acknowledging terms and conditions issued by plaintiff Bank, the defendant executed all the relevant documents towards the security including Letter of arrangement, Hypothecation agreement and Declaration Certificate for the said loan and withdrawn amount sanctioned to him towards loan.

**3.** The agreed rate of interest for the said loan was 11.40 % p.a. it was also agreed that if defendant failed to pay said loan in decide period of time, rate of interest on said amount will increase with 2.00 %. Loan was to be repaid within 1 year from the date of agreement. Plaintiff Bank had availed loan for the period of 5 years. As per the term and conditions defendant has to repay the loan amount through yearly instalments. On

15/1/2021 defendant applied for renewal and plaintiff Bank approved said renewal of his crop loan. But the defendant failed to make payment to the plaintiff Bank as per the terms and conditions agreed upon. Plaintiff bank informed and instructed defendant time to time regarding repayment of the loan. However, the defendant avoided repayment of loan amount.

**4.** The defendant's loan account has been classified as a N.P.A effective from 04/10/2022. After deducting the recoveries made by the plaintiff Bank in connection with the said loan, the total outstanding amount due from defendant as of 02/02/2024 is Rs.4,45,565/- comprising a principal amount of Rs.3,69,264.81/-, accrued interest not yet debited to the account (calculated as per bank norms) and penal interest of Rs.71,927/-, in addition to further interest accruing thereon from 03/02/2024. Hence, the plaintiff filed the present suit for recovery of the loan amount and interest thereon.

**5.** The suit summons was issued to defendant for settlement of issue. He is duly served on 04/09/2024 as per bailiff report at Exh.6. As he failed to appear and answer the claim suit proceeded ex-parte against him vide order passed below Exh.1 on 30/08/2025. Thereafter, Plaintiff Bank filed its affidavit in lieu of examination in chief At Exh.7 through authorized person namely Sagar Vishnu Manjulkar (Branch Manager). As authorised person of plaintiff Bank Shri. Mandeep Negi transferred, authority letter from Plaintiff Bank to represent it in the suit is issued in the name of new Branch Manager Sagar Vishnu Manjulkar vide Bank's authority letter at Exh.9. He has confirmed and admitted the contents of the affidavit by entering into the witness box. Defendant failed to cross examine the plaintiff. Hence, suit proceed uncontested.

6. Heard the Ld. Advocate Shri. S.R Thakare for the plaintiff Bank. He argued that on the basis of documentary evidence plaintiff bank has proved their claim. Defendant has not contested the suit. He failed to cross examine the PW-1 branch manager; hence, his evidence is intact. Evidence of plaintiff bank is not challenged by the defendant through his presence. Hence, he prayed to decree the suit.

7. Considering the record, documents filed by the plaintiff Bank and argument advanced by Ld. Adv. Shri. Thakare appearing for plaintiff, following points arise for my determination and I have recorded finding thereon as follows:

SR.NO	POINTS FOR DETERMINATION	FINDINGS
1.	Whether the plaintiff Bank proves that defendant has availed loan of Rs.4,45,565/- and is due from the defendant?	<b>YES</b>
2.	Whether the plaintiff Bank proves that they are entitled to recover amount of Rs.4,45,565/- From defendant?	<b>YES</b>
3.	Is plaintiff Bank entitled to recover the amount of Rs.4,45,565/- with future interest from defendant, if yes at what rate?	<b>Yes, at the rate of 6.5% p.a.</b>
4.	What order and decree?	As per final order

**:: REASONS::**

8. In support of the suit claim the Branch manager Shri. Sagar Vishnu Manjulkar is examined as PW-1 at Exh.7. Apart from this the Plaintiff Bank has also relied upon documentary evidence i.e., Loan application at Exh.10,

Letter of Arrangement at Exh.11, Agreement of Hypothecation at Exh.12, Declaration at exh.13, Application for renewal at Exh.14, Revival Letter at Exh.15 and Loan account extract at Exh.16. Plaintiff Bank has closed evidence by filing pursis at Exh. 18. On the other hand, defendant has not produced any oral or documentary evidence on record.

**AS TO POINT NOS.1 to 3: -**

**9.** As Point no.1 to 3 are interconnected to each other, they are taken together to avoid repetition of facts. Plaintiff Bank by filing its evidence affidavit at Exh.07 through its authorized person Sagar Vishnu Manjulkar examined him as PW-1. He testified that he accepts and acknowledges the contents of his affidavit. As per his oral evidence he is aware and having full knowledge about the transaction. PW-1 has reproduced almost all content of the plaint. As per his evidence, defendant had availed loan from plaintiff bank. For that, he has relied upon Loan Application dated 09/05/2018 at Exh.10, Loan letter of Arrangement filed at Exh.11, Agreement of hypothecation at Exh.12.

**10.** On perusal of these documents, it reveals that, defendant had applied for the alleged crop loan for the amount of Rs.04,56,000/- vide Exh.10. Further, Loan letter of Arrangement filed at Exh.11, Agreement of hypothecation at Exh.12 contains his signatures as borrower. As per Exh.11 and 12 loan Amount of Rs.04,56,000/- (Rupees Four lakh Fifty-Six Thousand) was sanctioned to him on 09/05/2018. It also appears that, defendant has executed letter of arrangement, hypothecation agreement and declaration Vide Exh.11, Exh.12, Exh.13, in favour of the Plaintiff Bank. All those documents bear his signatures. Further, application at Exh.14

clearly shows that defendant had applied for renewal of his crop loan on 15/01/2021. It also bears his signature.

**11.** Revival letter at Exh.15 shows that defendant had assured to the Plaintiff Bank, through it he acknowledged and confirmed that he would be liable to the plaintiff Bank for the payment of all the outstandings in respect of the loans granted and the said hypothecation agreement shall remain in full force with all relative securities, agreements and obligations. It also bears his signature. The plaintiff bank has produced account extract of defendant at Exh.16. As per the account extract of defendant filed along with certificate U/Sec.2A(c) of the banker's book of Evidence Act, 1891 (As) amended and Certificate U/S 65-B of the Indian Evidence Act shows that total due amount against defendants is Rs.04,45,565/- as described above in para no.4.

**12.** The suit is filed on 12/04/2024. Defendant has not challenged the oral or documentary evidence given by the Plaintiff Bank. The defendant has not taken cross examination of the Manager PW-1. Defendant has not deposed on oath before the court and challenged the evidence of Plaintiff bank. Thus, evidence given by the plaintiff bank is intact and remained unchallenged. Thus, it is proved that amount of Rs. 4,45,565/- has been due from the defendant on 12/04/2024.

**13.** Considering all above documentary evidence and oral evidence adduced on behalf of the Plaintiff Bank it reveals that, defendant availed loan from them. He executed above documents toward the security. As the matter proceed ex-parte, the evidence of the Plaintiff Bank remained unchallenged. The Plaintiff is bank in which public funds are deposited.

Based on the above documentary evidence and defendant's inaction, it can be said that, the plaintiff has established that the defendant availed loan. Considering all these aspects, the plaintiff has proved their claim against the defendant and hence, he is liable for the loan amount.

**14.** Further, the Plaintiff Bank has claimed for future interest on the sum adjudged from the date of filing of the suit till realization of the amount @ 13.40%. In commercial transaction commercial rate of interest is permissible. To support the view, that the loan was utilised for commercial purpose, the learned advocate for the plaintiff also failed to bring to my notice, any part of the pleadings or evidence, so as to label this debt, as commercial one, to grant contractual rate of interest. Thus, the plaintiff bank is not entitled to claim interest at 13.40%, being the contractual rate of interest, from the date of suit, till the decree amount is discharged.

**15.** In present case as per the pleadings Plaintiff Bank has availed Crop loan to the defendant for the purpose of agriculture against the security of immovable property, and thus, at any stretch of imagination, this amount cannot be brought under the shadow of commercial transaction. By going through the pleadings as well as the evidence, I am of the considered view, that the loan transaction should come within the umbrella of agricultural loan, not warranting contractual rate of interest, and thereby reducing the rate of interest by applying sec 34 C.P.C. In the light of the above observation, concluding that the suit debt is an agricultural debt or in other words, it is not a commercial one, I have to see, what is the rate of interest that could be claimed by the plaintiff.

**16.** For above reasons the rate of interest should be scaled down, from the date of filing of the suit. As per Proviso to Sec.34 of Code of Civil

procedure, 1908, when liability in relation to the sum so adjudged arises out of commercial transaction, rate of further interest may exceed 6% p.a. However, in other transaction it provides that court may order interest at such rate as the court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, with further interest at such rate not exceeding 6% p.a from date of decree to the date of payment etc. As discussed in Para no.14, considering the nature of the loan in present case not being commercial one, rate of interest at 6.5% p.a from the date of the suit till its realisation of entire amount would be justifiable. Hence, I answer to **Point Nos.1 to 3 in affirmative.**

**17.** The Plaintiff Bank has proved their claim. Plaintiff bank has availed loan which defendant failed to repay as agreed. and as an answer to **Point No.4**, I pass the following order.

**ORDER**

- 1)** Suit is decreed with costs.
- 2)** The defendant to pay the suit amount of Rs. 04,45,565/- (Four Lacs Forty-Five Thousand Five hundred and Sixty-Five rupees Only) to the Plaintiff Bank.
- 3)** The Defendant to pay future interest @6.5% p.a. on the suit amount of Rs. 04,45,565/- (Four Lacs Forty-Five Thousand Five hundred and Sixty-Five rupees Only) from the date of institution of suit till its realization of entire amount.
- 4)** Decree be drawn up accordingly.

**(Dictated and Pronounced in an open court)**

Sd/-xxx

**Place : Pimpalgaon (B)**  
**Date: 17/04/2026**

**(Varsha Walchand Khendad)**  
2<sup>nd</sup> Joint Civil Judge Junior Division  
Pimpalgaon (B)

**CERTIFICATE**

I affirm that the contents of this PDF file are same, word to word as per the original.

Name of Stenographer : Smt.B.H.Gavit  
Name of the Court : Jt. C.J.J.D. and J.M.F.C.,  
Pimpalgaon(B), Dist.Nashik  
  
Order / Judgment Date : 17/04/2026.  
Judgment signed by : 17/04/2026.  
Presiding Officer on  
Judgment Uploaded on : 17/04/2026.

टिप : डिजीटल सीग्नेचर मिळालेली नसल्याने न्यायनिर्णय डिजीटल स्वाक्षरीत केला नाही.)