MHOS130000452025			
	Received On	:	06.01.2025
	Registered On	:	06.01.2025
	Decided On	:	15.06.2026
	Duration	:	Y M Ds 1 05 09

IN THE COURT OF JT. CIVIL JUDGE JUNIOR DIVISION BHOOM AT BHOOM, DIST. OSMANABAD
(Presided over by Smt. A. B. Jondhale)

REGULAR CIVIL SUIT NO. 20/2025 **Exh. No.17.**

IDBI Bank Ltd. Bhoom Branch
Through it's authorized officer
Mr. Swapnil Diliprao Bhatlondhe,
Age : 34 years, Occu.: Service (B.M./Br. Head),
R/o. Bhoom, Tal. Bhoom,
Dist. Osmanabad.

}.....**PLAINTIFF**

...// VERSUS // ...

1. **Mrs. Uma Bhagwant Shinde,**
Age : 36 years, Occu.: Nil,
R/o. Wangi(kh), Tal.Bhoom,
Dist.Osmanabad.

(Hereinafter called as “Borrower”)

2. **Mr. Angad Krushna Dhage,**
Age : 56 years, Occu.: Agriculturist,
R/o. As above.

3. **Mr. Samadhan Baburao Nalawade,**
Age : 34 years, Occu.: Agriculturist,
R/o. As Above.

(Hereinafter called as “Guarantors”)

}....**DEFENDANTS**

CLAIM :- SUIT FOR RECOVERY OF MONEY

APPEARANCE

Advocate for the Plaintiff :- Shri. S. H. Miniyar,
Advocate for Defendant No.1 to 3 :- Ex-Parte.

J U D G M E N T
(Delivered on 15.06.2026)

This is a suit instituted for the recovery of amount of Rs. 2,83,758/- along with the interest @ 7.00% p.a..

2. The plaintiff is a banking company registered under the Indian Companies Act 1956 and under Banking Regulation Act 1949 (hereinafter referred as the plaintiff Bank). Defendant no. 1 is an agriculturist. Defendant No.1 applied for the K.C.C. loan (crop loan) to the plaintiff bank for the purpose of production of crop on certain terms and conditions. The plaintiff bank sanctioned the loan to defendant no. 1 worth of Rs. 2,20,000/- on security of guarantee of defendant no. 2 and 3. The loan amount was agreed to repay with the interest @ 7.00% p.a.. The defendants have executed necessary loan documents in favour of the plaintiff bank. Accordingly, the plaintiff bank disbursed the loan amount of Rs. 2,20,000/- to defendant no. 1. However, defendants failed to repay the loan amount within stipulated time. Hence the plaintiff bank met to defendant No.1 and asked for repayment of loan amount. At that time, defendant No.1 assured to repay the loan amount and she executed an acknowledgment of debt cum revival letter in favour of the plaintiff bank on 20.09.2024. However, inspite of that defendants failed to repay the loan amount as per terms and conditions. Therefore, the plaintiff bank has constrained to file the present suit for the recovery of the outstanding loan amount of Rs. 2,83,758/- due up to 24/09/2021 with interest @ 7.00% p.a. till the realization

of entire decretal amount.

3. Defendant Nos.1 to 3 failed to appear in the suit inspite of service of summons. Therefore, the suit is proceeded ex-parte against defendants.

4. Considering the pleadings in the plaint, the following points arise for determination, to which I have recorded findings with the reasons stated below.

	POINTS		FINDINGS
1.	Whether the plaintiff bank proves that the amount of Rs. 2,83,758/- is outstanding towards the defendants.	:	**YES**
2.	Whether the plaintiff is entitled to interest on the principal amount ? if yes, at what rate ?	:	**YES As per final order.**
3.	What order and decree ?	:	**As per final order.**

-: R E A S O N S :-

5. In order to substantiate the claim, the plaintiff bank has examined its branch manager Swapnil Bhatlondhe (PW-1) at Exh.6. The plaintiff bank closed its evidence by filing pursis at Exh. 16. The plaintiff bank has relied on following documentary evidence :-

Exh.7- Loan Application Form (dated 25/09/2018)
Exh.8- Guarantor's Profile (dated 25/09/2018)
Exh.9- Guarantor's Profile (dated 25/09/2018)
Exh.10- Letter of Intent / Sanction Letter (dated 25/09/2018)
Exh.11- Demand Promissory Note (dated 25/09/2018)
Exh.12- Acknowledgment of Debt (dated 20/09/2024)
Exh.13- Certified Statement of Loan Account (dated 21/10/2024)
Exh.14- Certificate U/s 65B (dated 21/10/2024)
Exh.15- Authority Letter (dated 05/12/2024)

AS TO POINT NO. 1 :-

6. Branch manager Swapnil Diliprao Bhatlondhe (PW-1) during his evidence reiterated the contents of the pleading. He deposed that, defendant No.1 was applied to him for crop loan and he disbursed loan amount of Rs. 2,20,000/-. He further deposed that, defendant No.1 failed to repay loan amount within stipulated time, hence he constrained to file the suit. Along with the oral evidence, the plaintiff bank kept his reliance on documents mentioned as above.

7. Heard Ld. Advocate for the plaintiff. Perused evidence. Upon perusal of loan application form (Exh.7) it appears that, defendant No.1 applied to the plaintiff bank for KCC loan for amount of Rs. 2,20,000/-. Further defendant No.2 and 3 have stood as guarantors (Exh.8 & 9) to defendant No.1. As per loan account statement (Exh.13), it shows that the amount of Rs. 2,83,758/- is remain outstanding against the defendants. Considering the evidence of the plaintiff bank, the oral evidence of the plaintiff witness is corroborated by the documentary evidence filed on record. The evidence filed by the plaintiff bank is unchallenged. Therefore, I am in view that, the plaintiff bank has proved that, amount of Rs. 2,83,758/- is outstanding from defendants. Therefore, the plaintiff bank is entitle to recover the same from the defendants jointly and severally. Accordingly, point No.1 is answered in affirmative.

AS TO POINT NO. 2 :-

8. The plaintiff bank claimed the interest @ 7.00% p.a. from the date of default/filing the suit till the realization of decretal amount. The loan sanction letter filed by the bank shows that the loan was agreed to be repaid with the interest @ 7.00% p.a.. Hence the plaintiff bank is entitled for the interest pendent lite @ 7.00%

p.a. The future rate of interest i.e. from the date of the decree till its realization is concerned, admittedly the loan is the crop loan and definitely not the commercial transaction, hence the plaintiff is entitled the future interest @ 6% p.a. from the date of the decree until the realization of the decretal amount. Consequently, the point no. 2 is answered accordingly.

AS TO POINT NO. 3 :-

9. In view of findings to the point no. 1 and 2 the suit deserved to be decreed. The plaintiff bank has constrained to filed the suit for the reason of default in payment by the defendant. Therefore, it is the defendant to pay the cost to the plaintiff. Hence point no. 3 is answered as suit is decreed with cost. In the result, the following order is passed.

- : ORDER : -

1.	The suit is partly decreed with cost.
2.	Defendants No. 1 to 3 are jointly and severally ordered to pay the plaintiff the sum of Rs. 2,83,758/- with interest @ 7.00% p.a. from the date of institution of suit till the date of the decree and with interest @ 6% p.a. from the date of the decree till realization of the entire amount.
4.	Decree shall be drawn up accordingly.

(Judgment Dictated and pronounced in open Court.

AMRAPALI BABURAO JONDHALE Digitally signed by AMRAPALI BABURAO JONDHALE Date: 2026.06.15 16:51:39 +0530

Date : 15.06.2026

(Smt. A. B. Jondhale)
Jt. Civil Judge Jr. Dn., Bhoom

C E R T I F I C A T E

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

Name of Stenographer	:-	Shri. S. S. Hingmire, (Grade-III)
Court	:-	Jt. C.J.J.D. & J.M.F.C. Bhoom
Date	:-	15.06.2026
Judgment signed by the Presiding officer on	:-	15.06.2026
Judgment uploaded on	:-	15.06.2026