CNR No.MHSN020001612022

Received on	:	24.01.2022
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Decided on	:	18.08.2026
Duration	:	**Ys. Ms. Ds.**
		04 06 25

IN THE COURT OF JOINT CIVIL JUDGE SENIOR DIVISION, SANGLI, AT SANGLI.
(Presided over by Nilima K. Patil)

Special Civil Suit No.52/2022
Exh. No.35

IDBI Bank Ltd.,
Branch – Vishrambag, Sangli
through its Branch Head,
Mr. Parshuram Sambhaji Chavan,
Age - 38 year, Occu. - Service,
R/o.: 100 Ft. Road, Vishrambag, Sangli
Tal.Miraj Dist.Sangli ....**Plaintiff**

Vs.

1. Mr. Santohs Bhaskar Patil,
Age – 34 years, Occ. - Agriculture,

2. Mr. Bhaskar Bhagwan Patil,
Age – 62 years, Occ. - Agriculture,

3. Mr. Rajaram Krishna Patil, (Abated)
Age – 67 years, Occ. - Agriculture,
All R/o.: A/p. Soni,
Tal. Miraj, Dist. Sangli. ....**Defendants**

The suit for a recovery of an amount of Rs.9,87,704.28/-.

Shri. H. G. Nikam	: Learned advocate for the plaintiff.
The defendant No.1	: No W.S.
The defendant No.2	: Ex-parte
The defendant No.3	: Abated

JUDGMENT

(Delivered on 18.08.2026)

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This suit has been filed for a recovery of an amount of Rs.9,87,704.28/-.

2. The case of the plaintiff's in short as under :-

The plaintiff is a Bank, registered under provisions of the Companies Act, 1956 and a banking company within meaning of Section 5(c) of the Banking Regulation Act, 1949 and having its Registered Office at Mumbai and one of its branch at Vishrambag, Sangli. Mr. Parshuram Sambhaji Chavan is a Branch Head and bank has given a power of authority to him. The defendant No.1 is a borrower and the defendant Nos.2 and 3 are the guarantors. The defendant No.1 requested for a loan of Rs.5,00,000/- for an agricultural term loan and KCC loan of Rs.2,50,000/-. On 28.12.2015, the plaintiff bank sanctioned the term loan of Rs.5,00,000/- and on 08.11.2017 sanctioned the KCC loan of Rs.2,50,000/-. It was agreed by the defendants to repay the term loan amount with interest @ 10.75% p.a. and KCC loan with interest @7% as per the agreement. The period of loan for 7 years. The defendants executed the necessary documents for securing the said loan.

It is further submitted that the defendants committed default in payment of loan installments. The loan account became non performing asset of the bank. Therefore, the plaintiff bank issued demand notice on 10.05.2021. Despite of receipt of notices, the defendants failed to repay the loan. Hence, the suit is filed for a recovery of Rs.9,87,704.28/- including Rs.1,000/- typing, xerox and misc. expenses with the interest @13.45% p.a.

3. After the service of summons, the defendant No.1 appeared but he failed to file his written statement. Hence, the suit proceeded without a written statement of the defendant No.1 vide order passed below Exh.1.

4. In spite of service of notice, the defendant No.2 failed to remain present, hence the suit proceeded ex parte against him vide order passed below Exh.1. During the trial, the defendant No.3 died, hence the suit is abated against him.

5. Following points arise for my consideration and I have recorded my findings to these points accompanied by reasons thereto;

Sr.No.	Points	Findings
1.	Whether the plaintiff bank proves that bank has disbursed a term loan an amount of Rs.5,00,000/- to the defendants ?	In the affirmative.
2.	Whether the plaintiff bank proves that bank has disbursed KCC loan an amount of Rs.2,50,000/- to the defendants ?	In the affirmative.
3.	Whether the plaintiff bank proves that the defendants failed to pay the above	In the affirmative.

	mentioned loan amount ?	
4.	Whether the plaintiff bank proves that bank is entitled for Rs.9,87,704.28/- alongwith interest @13.45% per annum plus @2% penal interest ?	In the affirmative.
	What order and decree ?	As per final order.

R E A S O N S

6. The plaintiff bank examined Atul Shashikant Naik at Exh.15. The plaintiff bank has relied upon, a loan applications at Exh.18 and Exh.25, the sanction letters at Exh.19 and Exh.26, the demand promissory note at Exh.20 and Exh.29, demand promissory note delivery letter at Exh.21, the hypothecation cum loan agreement at Exh.22 and Exh.27, an affidavit dated 22.12.2015 of the defendant No.1 at Exh.23, common guarantee deed at Exh.24 and Exh.28, an affidavit under section 5 sub-section (1) at Exh.30, a notice at Exh.31, a postal acknowledgement at Exh.32, an account statements of the defendant No.1 alongwith certificate u/s. 65(B) of the Indian Evidence Act at Exh.33. The plaintiff has filed an evidence closed pursis at Exh.34.

7. The evidence on point Nos.1 to 4 is interwoven, hence discussed them together for a sake of brevity.

AS TO POINTS NOS. 1 TO 4 :-

8. As the defendant No.1 is failed to file his a written statement and after service of summons the defendant No.2 failed to remain present, therefore, the allegations in the plaint shall deemed to

be admitted and the plaintiff shall be entitled to the decree for the sum.

9. From the documents, the loan applications (Exh.18 and Exh.25), it appeared that the defendant No.1 demanded a term loan of Rs.5,00,000/- and Rs.2,50,000/- for KCC loan from the plaintiff bank. The sanction letter (Exh.19 and Exh.26) show a sanction of Rs.5,00,000/- and Rs.2,50,000/- to the defendants. The hypothecation agreements (Exh.22 and Exh.27) show agricultural lands Gat No.119 and Gat No.90/4 situated at Soni are hypothecated. A demand promissory notes (Exh.20 and Exh.29) and the sanction letters (Exh.19 and Exh.26) also show a rate of interest @10.75% p.a. for term loan Rs.5,00,000/- and a rate of interest @7% p.a. for KCC loan Rs.2,50,000/-. The bank statement (Exh.33) alongwith the certificate shows the outstanding an amount of Rs.6,31,340/- and Rs.3,55,363/- on 24.01.2022.

10. The plaintiff bank has filed on record the loan applications, the sanction letters, the deed of hypothecation agreement, demand promissory notes and all other related documents, which clearly proved that the defendant No.1 received a loan amount of Rs.5,00,000/- and Rs.2,50,000/- from the plaintiff bank. It is also proved that the defendant No.1 committed default in payment of loan amount. The plaintiff has claimed Rs.9,87,704.28/- including typing, xerox and other misc. expenses alongwith interest @ 13.45% per annum.

11. Thus, it is proved that the plaintiff bank has disbursed a loan amount of Rs.5,00,000/- as a term loan and Rs.2,50,00/- as KCC

loan to the defendant No.1 and the defendant No.1 failed to pay the above mentioned loan amounts. Therefore, the plaintiff is entitled for Rs.9,87,704.28/- alongwith interest @10.75% per annum from the date of filing of suit till realization of entire amount from the defendant Nos.1 and 2. Therefore, I answered point Nos.1 to 4 in the affirmative.

AS TO POINT NO.5 -

12. In view of findings to point Nos.1 to 4, I pass following order.

ORDER

1.	The suit is hereby partly decreed with costs.
2.	The defendant No.1 Santosh Bhaskar Patil and the defendant No.2 Bhaskar Bhagwan Patil are directed jointly and severally to pay Rs.9,87,704.28/- alongwith interest @10.75% per annum from the date of filing of the suit till realization of entire amount, after appeal period is over, to the plaintiff bank.
3.	The decree shall be drawn-up accordingly.

(Dictated and Pronounced in open court.)

NILIMA KISHORPANT PATIL
Digitally signed by NILIMA KISHORPANT PATIL
Date: 2026.08.18 17:51:56 +0530

Sangli. (Nilima K. Patil)
Date– 18.08.2026. Joint Civil Judge, Senior Division, Sangli.

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CERTIFICATE

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

Name of Stenographer:	K.A. Udagave, (Grade-II)
Court -	Joint Civil Judge, Senior Division, Sangli.
Date	
Order signed by the Presiding Officer on -	
Order uploaded on -	