CNR No.MHSN020010942020

Received on	:	02.06.2020
Registered on	:	16.06.2020
Decided on	:	30.07.2025
Duration	:	**Ys. Ms. Ds.** 05 01 29

IN THE COURT OF 5th JOINT CIVIL JUDGE SENIOR DIVISION, SANGLI, AT SANGLI.
(Presided over by Nilima K. Patil)

Special Civil Suit No.474/2020
Exh. No.30

Canara Bank,
a body corporate Constituted under
The Banking Companies (Acquisition
and Transfer of Undertakings) Act, 1970
Having its head office at 112 JC Road, **Plaintiff**
Banglore 560002 and branch office
amongst others at Ram Mandir Chowk
Shubham Arcade, Sangli, Tal. Miraj,
Dist. Sangli.

Vs.

1. Miss. Pooja Datta Gaikwad,
Age 27 years, Occu. Business,
R/o. Balkrushna Nagar, Budhgaon Road, **Defendant**
Kupwad- 416436
Tal. Miraj, Dist. Sangli.

Suit for recovery of Rs.12,10,860/-

Shri B. S. Jadhav, learned advocate for the plaintiff.
Suit is Ex parte against defendant.

JUDGMENT

(Delivered on 30.07.2025)

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This is money recovery suit for Rs.12,10,860/- along with interest @10.60% per annum.

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

The plaintiff is a Bank registered under the Banking Companies Act 1970. Mr. Rahul Bhojram Yadav is the constituted power of attorney and authorized to sign and verify the pleadings and to depose. The defendant approached to the plaintiff bank and requested for term loan of Rs.7,09,000/- to purchase sewing machines and Cash Credit Rs.3,00,000/- as a working capital. The plaintiff bank sanctioned and disbursed the loans in the loan account No.1613768000196 and cash credit account No.1613261050794 of the defendant. It was agreed by the defendant to repay the loan amount with interest @ 10.05% p.a. plus penal interest @2% per annum. The said loan was to be repaid in equal 84 monthly installments of Rs.11,880/- and last installment of Rs.12,242/-. The defendant executed the necessary documents for securing the said loan.

It is further submitted that the defendant committed default in payment of loan installments. The loan account became non performing asset of the bank. Therefore, the plaintiff bank has sent notice on 20.05.2020 to the defaulter but she failed to pay the outstanding loan amount. Hence, the suit is filed recovery of Rs.12,10,860/- along with the interest 10.60% p.a. since 02.06.2020 till realization of the entire amount.

3. In spite of service of notice, the defendant failed to remain present, hence suit proceeded ex parte against her.

4. 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 proved that it has disbursed term loan amount of Rs.7,09,000/- to the defendant ?	In the affirmative.
2.	Whether the plaintiff bank proves that the defendant failed to pay outstanding loan amount?	In the affirmative.
3.	Whether the plaintiff bank proves that bank is entitled for Rs.12,10,860/- along with interest @10.60% per annum ?	In the affirmative.
4.	What order and decree ?	As per final order.

R E A S O N S

5. In order to prove the claim, the plaintiff bank examined Vikram Vilas Vibhute as PW-1 at Exh.17. Beside oral evidence, the plaintiff bank has relied upon power of attorney given by plaintiff bank (Exh.19), loan application (Exh.20), Sanction letter (Exh.21), signature card of defendant (Exh.22), deed of hypothecation of defendant (Exh.23), Cash credit agreement of defendant (Exh.24), pronote of defendant (Exh.25), particulars of machinery hypothecated (Exh.26), returned envelope of defendant (Exh.27) and bank statement alongwith the certificate (Exh.29). The plaintiff closed

evidence by pursis at Exh.28.

6. The evidence on point Nos.1 to 3 is interwoven, hence discussed them together for the sake of brevity.

AS TO POINTS NOS. 1 TO 3:-

7. As the defendant failed to enter into an appearance, the allegations in the plaint shall deemed to be admitted.

8. From the document i.e. loan application vide Exh.20, it appeared that the defendant have demanded the loan of Rs.6,50,000/- and cash credit loan of Rs.3,00,000/- from the plaintiff bank. Sanction letter Exh.21 shows the disbursement of amount of Rs.7,09,000/-. Take delivery letter i.e. pronote Exh.25 shows the promise to pay the amount by the defendant. Exh.26 shows the property hypothecated for debt. Bank statement at Exh.29 filed along with certificate shows outstanding amount of Rs.8,21,605/- for term loan, Rs.7,09,000/- and outstanding amount of Rs.3,79,535/- for cash credit loan Rs.3,00,000/-. The plaintiff has claimed interest from date of NPA till filing of the suit Rs.4254/- and Rs.1965/- alongwith interest @ 12.60% including penal interest and other miscellaneous charges of Rs.3,500/-, with the interest @ 10.60 p.a. This amount deems to be admitted as the defendant failed to appear.

9. Thus, it is proved that the plaintiff bank has disbursed term loan amount of Rs.7,09,000/- and cash credit Rs.3,00,000/- to the defendant and the defendant failed to pay the above mentioned loan amount. Therefore, the plaintiff is entitled for Rs.12,10,860/- along with interest @10.60% per annum from the date of filing of suit till realization of entire amount. Therefore, I answer point Nos.1 to 3

in the affirmative.

AS TO POINT NO.4 -

10. In view of findings to point Nos.1 to 3, I pass following order;

ORDER

1.	Suit is hereby decreed with costs.
2.	The defendant is directed to pay Rs.12,10,860/- (Rupees twelve lac ten thousand eight hundred sixty only) along with interest @10.60% 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.	Decree shall be drawn-up accordingly.

(Dictated and Pronounced in open court)

NILIMA KISHORPANT PATIL

Digitally signed by NILIMA KISHORPANT PATIL
Date: 2025.07.31 16:40:49 +0530

Sangli. (Nilima K. Patil)
Date – 30.07.2025. 5th 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:	S.V. Gaikwad, (Grade-II)
Court -	5th Joint Civil Judge, Senior Division, Sangli.
Date	30.07.2025
Order signed by the Presiding Officer on -	31.07.2025
Order uploaded on -	31.07.2025