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	Decided on	:	02.05.2026		
	Duration	:	YY	MM	DD
			06	09	10

**IN THE COURT OF JT. CIVIL JUDGE, JUNIOR DIVISION,
PANDHARPUR, TAL. PANDHARPUR, DIST. SOLAPUR
(Presided over by - Smt. S.S.Raul)**

Regular Civil Suit No. 338/2019

Exh.No. A/30

- | | | |
|--|---|-----------------------|
| <p>1. Dhanaji Maruti Kawade
Age : 41 Years, Occ. : Agriculturist,</p> <p>2. Savita Dhanaji Kawade
Age : 36 Years, Occ. : Household & Agri.,
Both R/o : Bhandishegaon,
Tal. Pandharpur, Dist : Solapur.</p> | } | ... Plaintiffs |
|--|---|-----------------------|

:: V E R S U S ::

- | | | |
|---|---|----------------------|
| <p>Ajit Popat Kawade
Age : 35 years, Occ. : Agri. & Business,
R/o : Bhandishegaon, Tal. Pandharpur,
Dist. Solapur.</p> | } | ... Defendant |
|---|---|----------------------|

Suit for Recovery of Money

Advocate for Plaintiffs	: Shri. D.N.Sarade
Advocate for Defendant	: Shri. M.N.Ghodake

J U D G M E N T

(Delivered on 02nd Day of May, 2026)

1. This is a suit filed for recovery of money.
2. **The factual matrix of the Plaintiff's case in nutshell is as under :-**

Plaintiffs and Defendant are known to each other as they are residents of same village. It is pleaded that Defendant borrowed advance amount of Rs. 3,00,000/- from Sahakar Shiromani Vasantrao Sugar Factory, Bhalwani (hereinafter referred as 'sugar factory') in harvesting season of 2016-2017. Plaintiff No.1 was his guarantor. However, Defendant did not supply any workers in harvesting season to sugar factory. Therefore, the amount advanced to the Defendant is recovered by sugar factory from sugarcane bills of both Plaintiffs as well as Defendant. Out of total outstanding amount of Rs. 3,00,000/-, amount of Rs. 64,988/- is recovered from the bill amount of Defendant. While amount of Rs. 61,166/- is recovered from sugarcane bill of Plaintiff No.1 for the season 2017-2018 and amount of Rs. 1,00,729/- is recovered from sugarcane bill of Plaintiff No.2 of the year 2017. Thus, sugar factory has deducted total amount of Rs. 1,61,895/- from sugarcane bills of both Plaintiffs. They demanded this amount from Defendant. However, he refused to pay. Plaintiffs issued legal notice on 07.12.2018, but Defendant failed to pay the money. Hence, present suit for recovery of amount alongwith interest accrued thereon is filed.

3. The Defendant appeared through his learned Advocate and filed his written statement with counter-claim vide Exh.11. However, he has failed to affix court fee necessary to admit his counter-claim inspite of lot of time granted to him. Therefore, by order dated 22.04.2026 his counter-claim is rejected for want of sufficient court fee. In his written statement he denied all pleadings of the Plaintiffs. He pleaded that he had purchased tractor upon loan from Mahindra Finance. As he failed to pay amount of loan, in year

2013-2014 finance company seized his tractor and thereafter, he was not able to provide any workers in harvesting seasons to the sugar factory. However, he had two trailers with registration No. MH-13-T-7064 and MH-13-T-7058.

4. Plaintiff No.1 requested to borrow these trailers. Considering relationship and need of Plaintiff No. 1, Defendant lent him these trailers in harvesting season of 2015-2016 and 2016-2017. They agreed rent of Rs.200/- per day for each trailer. Plaintiffs used Defendant's trailers for 10 months and therefore, Plaintiffs accrued liability to pay Rs.1,20,000/- as rent of usage of trailers. Defendant demanded this amount, but Plaintiffs have not paid this amount. He further pleaded that he has never borrowed advanced amount of Rs. 3,00,000/- from sugar factory. In the year 2013-2014 he never executed any agreement with sugar factory. Therefore, no question arises of Plaintiff No.1 being guarantor for Defendant. It is pleaded that Plaintiffs have prepared false record and filed this suit. Suit is time barred. Necessary parties are not added. Hence, he prayed to reject the suit.

5. After pleadings of the parties, my learned predecessor framed issues below Exh.13. Plaintiff has led oral and documentary evidence. Defendant failed to file evidence and therefore, his evidence is closed by order dated 22.12.2025 passed below Exh.1. Heard Advocate for the Plaintiffs. Defendant and his Advocate failed to conduct argument and therefore, suit is proceeded without their oral argument by order dated 07.04.2026 passed below Exh.1.

6. Considering pleadings of the plaint and written statement, evidence led by Plaintiffs and arguments held by Advocate for the Plaintiffs, findings against each of the issues are recorded alongwith reasons as follows :-

<u>Sr. No.</u>	<u>ISSUES</u>	<u>FINDINGS</u>
1.	Do Plaintiffs No.1 and 2 prove that amount of Rs.61,166/- and Rs.1,00,729/- respectively is due and recoverable from the Defendant?	In the Affirmative
2.	Does the Defendant prove that, amount of Rs.1,20,000/- is due and recoverable from Plaintiffs?	In the Negative
3.	Whether the suit is barred by law of limitation?	In the Negative
4.	Whether the suit is barred by non-joinder of necessary parties?	In the Negative
5.	Are Plaintiffs entitled to recover the amount and interest @ 12% as sought?	In the Affirmative
6.	Is Defendant entitled to recover the amount as sought in the counter-claim?	In the Negative
7.	Is Defendant entitled to get relief of charge on the share of Plaintiffs in the suit property?	In the Negative
8.	What order and decree ?	As per final order.

-: REASONS :-

7. The Plaintiffs have led oral evidence as follows :-

Sr. No.	Exhibit	Name	Remark
1.	14	Dhanaji Maruti Kawade	Plaintiff No.1
2.	24	Chandrakant Duryodhan Kale	Accountant

The Plaintiff has led following documentary evidence :-

Sr.No.	Exhibit	Description
1.	25	Certificate issued by Sugar Factory in respect of Plaintiff is being guarantor for Defendant dated 25.03.2022.
2.	26	Certificate issued by Sugar Factory in respect of deduction of amount form sugarcane bill dated 25.03.2022.
3.	27	Application filed by Plaintiff to Sugar Factory demanding back deducted amount dated 18.08.2018.
4.	28	Sugarcane bill voucher

Plaintiffs closed their evidence by filing pursis vide Exh.29. The Defendant failed to conduct cross-examination of both witnesses. The Defendant failed to lead evidence and therefore, by order dated 22.12.2025 passed below Exh.1 his evidence is closed.

ISSUES No. 1 AND 5: -

8. Both these issues are interlinked. Hence, to avoid repetition of discussion, they are discussed together. It is the case of Plaintiffs that Defendant borrowed the amount of Rs. 3,00,000/- and as he could not repay it, the amount is recovered from sugarcane bills of Plaintiffs. Defendant has denied this fact. Plaintiff No. 1 has led oral evidence of himself. He has also examined Accountant i.e. PW2 who is working at sugar factory. He has produced and proved two certificates issued by sugar factory dated 25.03.2022 (Exh. 25

and 26). These certificates show that Defendant had executed agreement with sugar factory to supply workers for harvesting season 2016-2017 and Plaintiff No. 1 was his guarantor. In second certificate, it is certified that out of total amount advanced to Defendant amount of Rs. 1,61,895/- has been recovered from sugarcane bill of Plaintiff No. 1. Further sugarcane bill in the name of Plaintiff No. 2 is filed (Exh. 28). In this bill the amount of Rs. 1,00,729/- has been shown of being deducted towards head i.e. 'advance for transport of harvest'. It is not the case of Defendant that this advance was given to Plaintiff No. 2 and not to him. Defendant choose not to cross examine both witnesses of Plaintiffs. He himself has not led evidence. Therefore, the documentary evidence of the Plaintiffs remained unchallenged.

9. PW2 further produced original application given by Plaintiffs on 18.08.2018 to sugar factory (Exh. 27). In this application, Plaintiffs demanded back the amount deducted from their sugarcane bill. The concerned department of sugar factory made noting on the same application in handwriting and reported how much amount is deducted from each account. It shows amount of Rs. 1,00,729/- is deducted from bill of Plaintiff No. 2 and amount of Rs. 61,166/- has been deducted from bill of Plaintiff No. 1. It is also reported that Plaintiff No. 1 was guarantor to Defendant and therefore amount is deducted from his bill. This documentary evidence is not disputed or challenged by the Defendant. The pleading and oral evidence of Plaintiffs are supported with documentary evidence. Contents of the documents are not rebutted by the Defendant. Therefore the evidence led by the Plaintiffs is duly

proved.

10. As per provisions under Section 140 of Indian Contract Act, *where a guaranteed debt has become due, or default of the principal debtor to perform a guaranteed duty has taken place, the surety, upon payment or performance of all that he is liable for, is invested with all the rights which the creditor had against the principal debtor.* In this case, the Plaintiff No. 1 acted as surety for Defendant against sugar factory which is creditor. Plaintiffs have proved that they have partially made payment towards debt of Defendant. Thus, now Plaintiffs have stepped into shoes of creditor and they are invested with all rights of creditor. Therefore, Plaintiffs are entitled to sue Defendant to recover the partial debt amount paid by them to creditor of the Defendant. Thus, Plaintiffs are entitled to recover amount of Rs. 1,61,895/- from the Defendant as if they are his creditors. Accordingly, the Plaintiffs are also entitled to charge interest upon outstanding amount. There is no written contract of guarantee between the parties. Therefore, prevailing rate of interest upon personal loan charged by Nationalised Banks can be made applicable to the amount recoverable from the Defendant. As on today, the rate varies between 11% to 24% p.a. Thus, the rate of interest sought by the Plaintiffs is appropriate. For all the reasons mentioned above, the Plaintiffs are entitled to recover amount of Rs. 1,61,895/- from the Defendant from the date of filing of suit and to charge interest upon this due amount at the rate of 12% p.a. Accordingly, **Issues No. 1 and 5 are answered in the affirmative.**

ISSUES No. 2, 6 and 7: -

11. The Defendant failed to lead any evidence on record. He has failed to conduct cross examination of the Plaintiffs' witness too. His counter-claim has been rejected for want of sufficient court fee. Hence, there is no claim of Defendant in his mere written statement. There is no pleading on the part of Defendant making any claim and there is not evidence by the Defendant. Therefore, the Defendant failed to discharge burden put on him. Accordingly, he is not entitled to any relief. **Thus, issues No.2, 6 and 7 are answered in the negative.**

ISSUE No.4: -

12. The Defendant has raised objection in his written statement that all necessary parties are not joined in this suit. However he has not specified who are those necessary parties. He has not led any evidence to prove his pleading. The claim of Plaintiffs is against Defendant to recover amount. They had relationship of surety and principal debtor. There are no other parties to this contract without whose presence dispute cannot be adjudicated finally and on merit. Thus, suit is not bad for non-joinder of necessary parties. Hence, **issue No.4 is answered in negative.**

ISSUE No.3: -

13. The Defendant has raised objection that relief claimed is time barred. As per Exh. 27 and 28 the amount deducted from sugarcane bill of Plaintiff No. 2 is dated 29.11.2017. The relevant bill was of period 16.11.2017 till 30.11.2017. For Plaintiff No. 1

amount is deducted from his sugarcane bill of the year 2017-2018 (Exh. 27). The cause of action to file present suit arose when sugar factory recovered amount of debt from Plaintiffs. It arose earliest on 29.11.2017. The suit for recovery of amount by surety against principal debtor can be filed within period of 3 years from date when surety pays the creditor, as per Article 42 of Limitation Act. Plaintiffs paid to creditor i.e. sugar factory in November, 2017. Suit is filed on 22.07.2019. It is within a period of 3 years from the date when Plaintiffs paid to creditor. Hence, suit is within limitation. Thus, **issue No.4 is answered in the Negative.**

ISSUE No.8: -

14. In view of findings recorded below issues No. 1 to 7, the Plaintiffs have successfully established and proved their claim. On the other hand, Defendant failed to lead evidence and thus failed to rebut the claim of Plaintiffs. Plaintiffs are entitled for recovery of amount claimed by them alongwith interest thereon. Due to default on part of Defendant, creditor i.e. sugar factory recovered the amount from Plaintiffs. Plaintiffs have to suffer unnecessarily and have to knock doors of justice. Therefore, they are entitled for costs of suit. In view of above discussion issue No.8 is answered as follows.

ORDER

1. The suit is decreed with costs.
2. Defendant is directed to pay outstanding amount of Rs. 1,61,895/- to the Plaintiffs alongwith interest at the rate of 12% per annum upon this amount from 22.07.2019, within three months from the date of

this judgment.

3. Plaintiffs are entitled to recover outstanding amount of Rs. 1,61,895/- from the Defendant with interest at the rate of 12% per annum from date of institution of suit till its actual recovery.
4. Defendant to bear costs of the suit.
5. Decree be drawn up accordingly.

(Dictated and pronounced in open court.)

Pandharpur.
Date : 02.05.2026.

(Smt. S.S.Raul)
Jt. Civil Judge, Junior Division,
Pandharpur, Dist. Solapur.

Certificate

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

Name of Stenographer	:-	D.S.Landage (Grade-III)
Court	:-	Jt. Civil Court,J.D., Pandharpur.
Date	:-	02.05.2026.
Judgment/Order signed by the Presiding Officer	:-	02.05.2026.
Judgment/Order uploaded on	:-	02.05.2026.