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	Decided on	24/04/2026		
	Duration	Y.	M.	D.
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IN THE COURT OF 2nd CIVIL JUDGE, JUNIOR DIVISION,
MALSHIRAS.

(Presided over by Aaditya A.Vyas)

Regular Civil Suit No.1072/2024
Exh. No.19/A

STATE BANK OF INDIA,
Corporate Constituted Under
The State Bank of India Act, 1955
And having its Branch at Malshiras,
Through its Authorized Officer,
Mr. Mangesh Pandurang Ghodake,
Age – 37 Years, Occu.- Chief Manager,
R/o. Malshiras, Tal. Malshiras, Dist. Solapur.

... **Plaintiff**

..VERSUS..

Sanjay Vitthal Pawar,
Age : 60 years, Occu. : Agriculture,
R/o. Medad, Tal. Malshiras, Dist. Solapur.

.... **Defendant**

SUIT FOR RECOVERY OF RS.3,38,000/-.

.....
Shri. K. S. Sawant : Advocate for plaintiff
Exparte : for defendant.
.....

J U D G M E N T

(Delivered on 24th day of April, 2026)

The suit is for recovery of an amount of Rs.3,38,000/-.

2. THE FACTS OF THE PLAINTIFF'S CASE IN BRIEF ARE AS FOLLOWS:-

The Plaintiff is Banking Corporation constituted under the State Bank of India Act 1955, and having its head office at Madam, Cama Road, Bombay. The Plaintiff have various Branch Offices including Branch at Malshiras, Tal. Malshiras. The suit is instituted for and on behalf of the Bank by Mr. Mangesh Pandurang Ghodake, Authorized Officer who has signed below this plaint, is authorized to sign and institute the Suit under State Bank of India Act 1955.

3. It is the submission of the plaintiff that, the defendant demanded Crop Loan of Rs. 1,75,000/-. As per the request of the defendant, the plaintiff bank sanctioned and disbursed the loan of Rs.1,75,000/- to defendant on 31/12/2018. For the said loan purpose the defendant has accepted terms and conditions of loan. The defendant is the borrower for the said loan.

4. The plaintiff further submits that, defendant has also agreed to pay interest @ 7% with half yearly rests subject to the modification made by the plaintiff bank from time to time as per the rules and regulations and directions of Reserve Bank of India. The current prevailing rate of interest is 12.25% p.a.. The plaintiff bank has charged the interest accordingly.

5. The defendant assured the bank regarding terms and conditions mentioned in Exh.12. It was bounden duty of the defendant to repay the loan as per the schedule decided between the parties. The defendant enjoyed loan facilities but neglected to repay the entire loan within decided period. The suit loan was disbursed and security documents were executed on 31/12/2018. Further, the defendant executed revival letters in favour of the plaintiff Bank on 29/12/2018 and 20/11/2021. By the revival letter, the defendant acknowledged and agreed to repay the dues in the loan account.

6. Plaintiff lastly submits that, even after acknowledgment of due amount through revival letter the defendant failed to repay the said loan amount till date. As per the Exh.No.12 the bank has power to ask for repayment of said loan. As the defendant failed to repay the loan, the plaintiff is constrained to file the present suit for recovery of above mentioned amount.

7. After service of summons, defendant did not appear before the court. Hence the suit was heard ex-parte against the defendant.

8. Considering plaint, documents filed on record and after hearing learned advocate for plaintiff following points arise for my determination. My findings along with reasons thereon are as follows :-

SR.NO.	POINTS	FINDINGS
1.	Whether plaintiff proves that, the bank is entitled for recovery of an amount Rs.3,38,000/- from the defendant?	Yes.
2.	Whether plaintiff is entitled for interest @ 12.25% p.a. on said amount ?	Yes.
3.	Whether suit is filed within limitation ?	Yes.
4.	What order and decree ?	Suit is decreed

9. To prove the case, the plaintiff examined Branch Manager of the bank namely Mrs. Vandana Amol Shinde as PW No.1 at Exh.09 and relied upon following documents.

Sr.No.	Documents	Exh.No.
1.	Letter of arrangement	11
2.	Hypothecation Agreement	12
3.	Declaration under section 5(1) of MPACB Act	13
4.	Revival Letter	14
5.	Account Extract	15
6.	Notice sent post office receipt	16

Thereafter, the plaintiff closed her evidence by filing evidence close purshis at Exh.17. The plaintiff filed her written argument at Exh.No.18.

REASONS

AS TO POINT NO.1 & 2:-

10. Point nos.1 and 2 are related to amount and interest thereupon. Hence, to avoid repetition of discussion, I discuss them together.

11. To prove point No.1 regarding the due loan amount, the plaintiff examined power of attorney of the bank PW No.1. She filed affidavit in lieu of examination-in-chief in which, she reiterated contentions made in the plaint. She deposed that, she knows the transaction, acquainted with the facts of the suit and has all powers regarding the suit. She deposed that, defendant requested for loan which was approved and disbursed in his account. As per Exh.12, defendant applied for Crop loan for Rs.1,75,000/- from the bank. The defendant agreed to repay the amount of Rs.1,75,000/-. The rate of interest was in sanction memorandum at Exh.12 @ 7 % p.a. with half yearly rests.

12. As per the bank statement filed by plaintiff at Exh.15, the amount of Rs.1,75,000/- was disbursed in the defendant's account. Thereafter, defendant failed to repay the loan amount and due amount of Rs.3,34,000/- is not repaid. Perused the loan terms and conditions in which it is clearly mentioned that the interest rate is 12.25% p.a.. Suit summons is served on the defendant but he failed to appear and also failed to cross-examine the witness. Necessary ingredients for loan is fulfilled by the plaintiff bank.

13. The defendant failed to pay installments and neglected the repeated requests made by the bank. Despite revival letter, the defendant did not repay further due amount to the bank.

14. Considering the testimony of PW No.1, loan terms and conditions at Exh.12, account extract at Exh.15, the plaintiff has successfully proved that, the loan amount of Rs.1,75,000/- was disbursed @ 7 % p.a. to defendant. Now it is necessary to discuss about the rate of interest. As per section 34 of Code of Civil Procedure, where the suit is for payment of money, order regarding interest does not exceed 6% p.a. on principal sum or if it is commercial transaction, the rate shall not exceed contractual rate decided between the parties. In the said transaction, the rate of interest @ 12.25 % was fixed between the parties.

15. On perusal of evidence of the witness, she deposed according to the plaint. The suit was proceeded ex-parte of defendant. The defendant failed to cross-examine the witness. Therefore, the evidence of the witness is remained unchallenged so it is intact. On perusal of arguments advanced made by the learned advocate for the plaintiff and documents placed on record, I hold that, plaintiff has successfully proved her case. As the defendant failed to make payment, he is liable to pay the amount of Rs.3,34,000/- with interest @ 12.25 % p.a. As per the plaint an amount of Rs.3,34,000/- is due from the defendant. Therefore, plaintiff is entitled for an amount of Rs.3,34,000/- with @ 12.25 % p.a. from the date of judgment till its actual realization.

Therefore, I answer point Nos.1 & 2 in the Affirmative and record my findings accordingly.

AS TO POINT NO.3 :-

16. The present suit is for recovery of money. As per provisions of the Limitation Act, the limitation for filing suit for recovery of money is Three years from the date of loan. The bank disbursed the loan on 20/11/2021. The default made by the defendant was on 20/11/2021.

As per the Section 18 of the Limitation Act, “ Where before the expiration of the prescribed period for a suit or application in respect of any property or right an acknowledgment of liability in respect of such property or right has been made in writing signed by the party against whom such property or right is claimed or by any person through whom he derives his title or liability, a fresh period of limitation shall be computed from the time when the acknowledgment was so signed.”

17. The present suit was filed on 10/09/2024 which is within the limitation period prescribed in the Limitation Act. Hence, the suit is filed by the plaintiff is within limitation. Therefore, I answer point No.3 in the Affirmative and record my findings accordingly.

AS TO POINT NO. 4 :-

18. I have discussed regarding the loan amount, repayment of loan, default by the defendant and limitation of the suit. I have recorded my findings regarding these points. The bank was constrained to file this suit as the defendant is defaulted in repayment of the loan. The bank had

to bear expenses for printing and advocate charges. Therefore, as per request of the plaintiff Rs.4,000/- is levied on the defendant. Therefore, I hold that, the plaintiff is entitled to recover the amount of Rs.3,34,000/- with future interest till its actual realization. As per the prayer made by the plaintiff regarding costs, the plaintiff is bank established under the State Bank of India Act, 1955 and it provides loan to the needy persons. The defendant made willful default, therefore the bank was constrained to file the present suit. The time and efforts given by the bank can be compensated by awarding costs. Considering above discussion, I pass following order:

ORDER

1. The suit is decreed with costs.
2. The defendant is directed to pay the amount of Rs.3,34,000/- (Rs. Three Lakh Thirty Four Thousand rupees only) and Rs.4000/- (Four Thousand rupees only) as printing and notice charges to plaintiff with interest @ 12.25 % per annum from the date of suit till the actual realization of entire amount.
3. If defendant fails to pay the amount, the plaintiff is entitled to recover it as per law.
4. Defendant shall bear his own costs and shall pay the costs of plaintiff.

Decree be drawn accordingly.

(Dictated and pronounced in open court).

Place – Malshiras.
Date:- 24/04/2026

(Aaditya A. Vyas)
2nd Jt.Civil Judge Junior Division,
Malshiras.

CERTIFICATE

I affirm that the contents of the P.D.F file Order is same word to word as per the original Order.

- (a) Name of the Stenographer :- S.T.Korbu
- (b) Name of the Court :- 2nd Jt. C.J.J.D & J.M.F.C, Malshiras,
Dist. Solapur
- (c) Order signed by P.O. On :- 24/04/2026
- (d) Order uploaded on :- 24/04/2026.