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|  | : 1 : | <b>R. C. S. No.41/2025</b><br>S.B.I.<br>Vs.<br>Khandappa @ Khanderao Mutanna Jirage<br>Judgment<br><u>CNR NO.MHSO150007372025</u> |
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Presented on : 17/03/2025  
Registered on : 17/03/2025  
Decided on : 24/04/2026  
Duration : Y M D  
01 01 07

**IN THE COURT OF CIVIL JUDGE (JUNIOR DIVISION), AKKALKOT.**

(Presided over by M. M. Kalyankar)

**Reg. Civil Suit No. 41/2025**

**Exhibit – 17.**

**State Bank of India, Branch Akkalkot,  
Tal. Akkalkot, Dist. Solapur**

A Bank established under the State Bank of India ... **Plaintiff.**  
Act, 1955 having its head office at Mumbai, it has  
branches all over India, and one of its Branch at  
Akkalkot, Tal. Akkalkot, Dist. Solapur

**-Versus -**

**Khandappa @ Khanderao Mutanna Jirage**

Age – 35 years, Occupation : Farming,

R/o. Borgaon Deshmukh

Tal. Akkalkot, Dist. Solapur. .


... **Defendant.**

**SUIT FOR RECOVERY OF MONEY.**

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Shri S.K.Bhandare : Learned Advocate for the plaintiff,  
Experte against defendant

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|---|-------|--|
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## **JUDGMENT**

(Delivered on this 24<sup>th</sup> day of April 2026)

This is a suit for recovery of an amount of Rs. 02,55,671.18/- (Rs. Two Lakh Fifty Five Thousand Six Hundred Seventy one and Eighteen Paise only) along with interest @ 10.00% per annum thereon against the defendant by the plaintiff State Bank of India (hereinafter shall be referred as 'plaintiff bank' for the sake of brevity).

### **02. The facts of the suit in brief are as under :-**

The plaintiff bank is a body constituted under the State Bank of India Act, 1955. The defendant No.01 is the borrower of the plaintiff bank and had obtained agricultural crop loan of Rs.02,89,300/- on 12/07/2018. The principal amount was carrying an interest @ 10% per annum and the interest was floating interest as per the rules laid down by the Reserve Bank of India. The defendant agreed to repay the loan and accordingly letter of arrangement and loan agreement was executed by him in favour of the plaintiff bank. A loan account No.37836839395 was opened and the loan amount was disbursed in the said account on 31/07/2018. The loan amount was withdrawn and used by the defendant and this fact can be ascertained from his statement of account. The defendant failed to repay the amount regularly and as per the standing instructions given in favour of the plaintiff bank and hence, he is a defaulter. The cause of action to file the present suit accrued in


|   |       |  |
|---|-------|--|
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|---|-------|--|

favour of the plaintiff bank on 26/07/2018 as well as, on 31/07/2018 and it is accruing continuously from then. The plaintiff bank relied upon relevant several documents like loan application form of the defendant at Exh.08 which was duly signed by him along with details of loan and declaration, arrangement letter at Exh.09 showing that, the defendant was supposed to repay the loan amount with disbursement schedule of five years although the bank was having a right to modify or cancel the extension of additional step up of the limit under the Premium Kisan Credit Card scheme, the loan was agreed to be repaid and the due date of it was fixed on 25/07/2019, agreement of loan cum hypothication at Exh.10, declaration of creation of charge at Exh.11 regarding Gut No.412/2 situated at Mauje Borgaon, Tal. Akkalkot, Dist. Solapur, revival letter at Exh.12 which came to be executed on 20/06/2021 and 27/12/2023 at Exh.13 by the defendant and statement of account at Exh.14 along with certificate.

**03.** Despite of service of suit summons, the defendant failed appear and therefore, the suit proceeded exparte against the defendant by passing order below Exh.1 on 10/10/2025.

#### **POINTS FOR DETERMINATION -**

**04.** The following points arises for my determination and I have recorded my findings with reasons thereon as under :-

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|  | : 4 : | <p style="text-align: center;"> <b>R. C. S. No.41/2025</b><br/> S.B.I.<br/> Vs.<br/> Khandappa @ Khanderao Mutanna Jirage<br/> Judgment<br/> <u>CNR NO.MHSO150007372025</u> </p> |
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### POINTS

### Findings


- |   |                            |
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| 1. Does the plaintiff bank prove that, amount of Rs.02,55,671.18/- is due towards the defendant as a loan ?                               | ..In the affirmative       |
| 2. Whether the plaintiff bank is entitled to recover amount of Rs.03,74,093/- along with interest from defendant ? If yes, at what rate ? | ..In the affirmative       |
| 3. What order and decree?   | <b>As per final order.</b> |

### REASONS

05. In support of its contention, the plaintiff bank examined Mangesh Pandurang Ghodake as PW-1 at Exh.07. He deposed according to the contentions made in the pleadings and his testimony remained unchallenged because the defendant neither cross-examined him nor bothered to adduce evidence in rebuttal.


#### **AS TO POINT NOS. 01 and 02 :-**

06. PW-1 Mangesh deposed that, he is acquainted with the contentions made in the plaint as well as the documents filed along with it. He is aware and identifies the signature of the previous in

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|---|-------|--|
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|---|-------|--|

term branch manager of the bank Shri.Vikas Bhimraoji Khadatkar as well as Shri.Kedar Chougule. In the present suit, the plaintiff bank has filed the statement of account whereby it has proved that, the defendant had paid part of the principal amount and he was required to fulfill the repayment of loan amount. The contents of Exh.14 are proved as it is supported by the certificate as required under section 63 of the Bharatiya Sakshya Adhiniyam. The defendant had not repaid principal amount and he fell into arrears of Rs.02,55,671.18/- as on 27/01/2025.

**07.** Thus, the plaintiff bank has proved that, the defendant was under liability to pay the loan amount as well as interest as per the agreement. The plaintiff bank has not proved that, the defendant was ever called upon to repay the loan by issuing any notice but, the defendant was aware about his liability towards the plaintiff bank and hence, mere non issuance of notice would not defeat the right of the plaintiff bank to recover its dues. There is nothing on record to show that, the interest calculated by the plaintiff bank in the plaint and claimed by way of suit is incorrect. In view of this, the plaintiff bank has proved its case and it is entitled for the recovery. The defendant shall repay an amount of Rs.02,55,671.18/- along with interest @ 10.00% per annum from 31/01/2025 onwards i.e. Rs.03,74,093/-. The costs of the suit is saddled upon the defendant as the plaintiff bank was required to suffer due to his default. Hence, I answer point No.1 and 2 in the affirmative.

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|---|-------|--|
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**AS TO POINT NO.03 :-**


**08.** In view of the above discussion, I have answered point Nos.01 and 02 as affirmative and in answer to issue No.03 and in the decision of the suit proceed to pass the following order.

**ORDER**

- 1) The suit is hereby decreed with costs.
- 2) The plaintiff bank is entitled to recover an amount of Rs.02,55,671.18/- along with interest @ 10.00% per annum from 31/01/2025 onwards i.e. Rs.03,74,093/- from the defendant. The defendant is however, granted time of two months from the date of decree to deposit the decretal amount at the plaintiff bank or in the Court. If, he fails to deposit accordingly then, the decretal amount shall be recovered carrying the same rate of interest till its realization.
- 3) A decree be drawn up accordingly.

Date:- 24/04/2026.

(M.M. Kalyankar)  
Civil Judge Junior Division,  
Akkalkot

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|---|-------|--|
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### 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 :- (Grade-III).

Court :- C.J.J.D. & J.M.F.C., Akkalkot.

Date :- 24.04.2026

Judgment/Order  
signed by  
the Presiding Officer :- 24.04.2026

Judgment/Order  
uploaded on :- 24.04.2026