	: 1 :	R. C. S. No.100/2024 S.B.I. Vs. Mauli Kirana Stores through Proprietor Shubham Dhumal Judgment <u>CNR NO.MHSO150011322024</u>
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Presented on : 22/07/2024
Registered on : 22/07/2024
Decided on : 24/04/2026
Duration : Y M D
01 09 02

**IN THE COURT OF CIVIL JUDGE (JUNIOR DIVISION),
AKKALKOT.**
(Presided over by M. M. Kalyankar)

Reg. Civil Suit No. 100/2024

Exhibit – 13.

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

A Bank established under the State Bank of India 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

... **Plaintiff.**

-Versus -

**Mauli Kirana Stores
Through its Proprietor
Shubham Appasaheb Dhumal**

Age – 27 years, Occupation : Business,
R/o. Khasbaug Galli, Akkalkot
Tal. Akkalkot, Dist. Solapur. .


... **Defendant.**

SUIT FOR RECOVERY OF MONEY.

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

=====

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J U D G M E N T

(Delivered on this 24th day of April 2026)

This is a suit for recovery of amount of Rs. 02,73,832/- (Rs. Two Lakh Seventy Three Thousand Eight Hundred Thirty two only) along with interest thereon @ 9.90% per annum 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 and having its head office at Mumbai and it has branches all over India, and one of its Branch is at Akkalkot, Tal. Akkalkot, Dist. Solapur. The defendant is the borrower of the plaintiff bank and had obtained loan of Rs.02,00,000/- on 30/06/2021 under the Pradhanmantri Mudra Scheme. The principal amount was carrying an interest @ 9.90% 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.406480611367 was opened and the loan amount was disbursed in the said account on 03/01/2022. The loan amount was withdrawn and used by the defendant and this fact can be ascertained from his statement of account. The defendant


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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 favour of the plaintiff bank on 04/12/2021 as well as, on 03/01/2022 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 on demand, Agreement of loan cum hypothication at Exh.10 and the stocks and grocery purchases were the subject of hypothication under the agreement, statement of account at Exh.11 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 02/12/2024

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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POINTS

Findings


- | | |
|---|----------------------------|
| 1. Does the plaintiff bank prove that, amount of Rs.02,73,832/- is due towards the defendant as a personal loan ? | ..In the affirmative |
| 2. Whether the plaintiff bank is entitled to recover amount of Rs.02,73,832/- along with interest from defendant ? If yes, at what rate ? | ..In the affirmative |
| 3. What order and decree? | As per final order. |

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

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previous in term branch manager of the bank Shri.Vikas Bhimraoji Khadatkar as well as Shri.Ukarande. 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 within 12 months. The contents of Exh.11 are proved as it is supported by the certificate as required under section 63 of the Bharatiya Sakshya Adhinyam. The defendant had not repaid principal amount and he fell into arrears of Rs. 01,98,609.89/- as on 14/06/2024.

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.01,98,609.89/- along with interest @ 09.90% per annum from 14/06/2024 onwards i.e. Rs.02,72,832/- along with the incidental charge of Rs.1000/- for creating charge on the grocery items

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under hypothication. 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.

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.01,98,609.89/- along with interest @ 09.90% per annum from 14/06/2024 onwards i.e. Rs.02,72,832/- along with the incidental charge of Rs.1000/- for creating charge on the grocery items under hypothication. from the defendant. The defendant is however, granted time of two months from the date of decree to deposit the decreetal amount at the plaintiff bank or in the Court. If, he fails to deposit accordingly then, the decreetal 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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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 :- S.S.Mitragotri (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