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**IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION,
MOHOL**

(PRESIDED OVER BY SHRI. N. P. BAJI)

R.C.S. No. 13/2021

Exh.19

State Bank of India

A Bank established under)
the State Bank of India Act, 1955)
(Act no.XXII of 1955))
having its head Office at Mumbai)
and its Branches at Mohol,)
Solapur known as Mohol Branch,)

Plaintiff

V E R S U S

Tanaji Vasant Bansode,)
Age: 49 Occupation : Agriculture,)
R/o. A/P. Mohol,)
Tal. Mohol, Dist. Solapur.)

Defendant

Claim : Suit for recovery.

Ld. Advocate for plaintiff : Shri.N.M.Kshirsagar

Ld. Advocate for Defendants : Ex-parte

J U D G M E N T
(Delivered on 17th March, 2026)

The plaintiff has filed present suit for recovery of Rs.1,20,399/-.

Case of the plaintiff in brief :-

2. It is the case of the plaintiff that, the defendant had taken a term loan of Rs.75,000/- from the plaintiff bank for purchase 2 Jersey cows for purchase of dairy farming. The aforesaid loan was sanctioned by the plaintiff bank on 06/01/2018 vide sanction letter dated 18/12/2017 and stock in trade was taken as security for the aforesaid loan.

3. The defendant has executed letter of arrangement dated 06/01/2018. Further, defendant executed agreement of loan cum hypothecation. Accordingly, it was agreed by way of agreement of loan that interest of 11.45% per annum. The aforesaid loan was disbursed to the defendant on 06/01/2018. Further, the defendant also acknowledged the liability of the aforesaid loan and executed revival letters dated 06/01/2018.

4. However, the defendant did not pay the loan amount as per the terms mentioned in the loan agreement. As the defendant did not pay the outstanding loan amounts according to the loan cum hypothecation agreement. Defendant account was classified as non performing assets as per RBI guidelines. Therefore, the plaintiff is constrained to file the present recovery suit to recovery sum of Rs.

1,19,399/- from the defendant.

5. Suit summons was sent to the defendant. However, the defendant despite the summons duly served did not appeared hence, suit was proceeded ex-parte against the aforesaid defendant vide order dated 26/07/2022.

6. On hearing the Ld. Advocate for the plaintiff and after perusal of the documents filed on record following point arise for my determination.

Sr. No.	<u>Points</u>	<u>Findings.</u>
1.	Whether, the plaintiff bank prove that it is entitled to recover a sum of Rs.1,19,399/- from the defendant in lieu of the loan advance by the plaintiff bank to the defendant ?	Yes.
2.	Whether the plaintiff bank proves that, it is entitled to contractual date of interest i.e. 11.45% per annum till recovery of the suit ?	Yes.
3.	Whether the plaintiff bank is entitled to put the movable and immovable assets of the defendant and stock in trade in auction sale for recovery of the decretal amount ?	No.
4.	What order and decree?	Suit is partly decreed

-: REASONS :-

As to point No. 01

7. The plaintiff in order to prove its case has filed affidavit in lieu of examination-in-chief of Mr.Amol Shinde PW-1 at Exh.9, who is the authorized officer of State Bank of India, Bank Mohol. The aforesaid authorized officer has reiterated the contents of the plaint in his affidavit in lieu of examination-in-chief at Exh.9. It is pertinent to note that the defendant has not appeared and cross-examined the aforesaid witness. Therefore, the testimony of the aforesaid witness is not shaken in cross-examination. Therefore, I find the testimony of the aforesaid witness to be reliable.

8. The plaintiff bank has also relied upon the following documents:-

Sr.	Particulars	Exh.
1	Letter of agreement	10
2	Letter of arrangement	11
3	Hypothecation Agreement	12
4	Certificate of Purchase and Sale of Livestock	13
5	Certificate of Purchase and Sale of Livestock	14
6	7/12 extract	15
4	Account Extract	16
5	Letter of Authority	17

Perusal of the aforesaid documentary evidence filed on record by the plaintiff that would reveal that the defendant had taken a loan of Rs.75,000/- at an interest of Rs.11.45% per annum from the plaintiff bank on

06/01/2018. Defendant had further hypothecated his stock in trade by executing hypothecation agreement dated 06/01/2018. Perusal the loan account statement of the defendant would reveal that a sum of Rs.75,000/- was disbursed to him on 06/01/2018. Further, It is also clear that from the perusal of the loan account statement Exh.16 that the total outstanding as on 28/02/2020 is Rs.83,966.40/-. Further the interest from 29/05/2018 to 30/10/2020 is Rs.35,432.60/- as per the pleading of the plaintiff in the plaint more particularly paragraph 4 of the plaint. Defendant did not pay the loan amount within stipulated time as agreed under the loan agreement cum hypothecation at Exh.12. Hence, I am of the considered view that the defendant is liable to pay a sum of Rs.1,19,399/- as per the claim of the plaintiff. Hence, I answer point no.1 in affirmative and record my findings thereon.

As to point no.2:-

9. The plaintiff bank has claimed contractual rate of interest from the date of decree till the recovery of the amount. Perusal of section 34 of the Code of Civil Procedure, 1908 would reveal that the court is empowered to grant contractual rate of interest in case of commercial transactions from the date of filing of the suit till recovery of the claim. It can be seen from the record that the transaction between plaintiff and the defendant is a

commercial loan transaction. Perusal of the loan cum hypothecation agreement would reveal that the contractual rate of interest agreed between the parties is 11.45% per annum. Therefore, I am of the considered view that a rate of interest of 11.45 % per annum would be just and proper rate of interest from the date of the filing of the suit till recovery of the claim by the bank. Hence, I answer point no.2 in affirmative and record my findings thereon.

As to point no.3:-

10. The plaintiff bank has sought for liberty to sale the stock in trade of the defendant by way of auction sale. I am not inclined to grant such liberty as the plaintiff would have to take appropriate steps in accordance to law for execution of the decree. Hence, I answer point no.3 in negative.

As to point no.4:-

11. I am of the considered view that the plaintiff bank is entitled to recover a sum of Rs.1,19,399/- from the defendant as a rate of interest of 11.45% per annum from the date of the filing of the suit till the recovery of the amount. Hence, I pass the following order:-

ORDER

1. Suit is decreed.
2. Defendant is directed to pay a sum of Rs.1,19,399/- at a rate of interest of 11.45% per annum from the date of filing of the

suit till recovery of the amount.

3. The parties shall bear their own costs.

(Dictated on computer and pronounced in open court.)

sd/-

(N. P. Baji)

Date : 17-03-2026

2nd Jt. Civil Judge Junior Division
Mohol, Dist. Solapur.

CERTIFICATE

I affirm that the contents of this PDF file are word to word as per original judgment.

Name of the Stenographer : P.D.Mane
Name of the Court : Shri. N. P. Baji,
2nd Jt. C.J.J.D.,
Mohol.
Date of Order : 17 -03-2026
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