MHSO220024752023	Presented on	-	03.10.2022
	Registered on	-	03.10.2022
	Decided on	-	13.03.2026
	Duration	-	Ys - Ms - Ds
			03 - 05 - 10

IN THE COURT OF THE CIVIL JUDGE, SENIOR DIVISION, KARMALA, TALUKA KARMALA, DIST: SOLAPUR

[Presided over by Sanjay M. Ghuge]

Spl.Civil Suit No.801/2023 **EXH.No.31**
(Old Spl.C.S.No.339 of 2022)

ICICI Bank Limited }
through its authorized signatory }
Mr.Amjad Mainoddin Tamboli }
Age- 31 years, Occu- Service }
R/o- Samta Nagar, Osmanabad }
Tq. & Dist.Osmanabad - }...**Plaintiff**

V E R S U S

1. **Sarjerao Popat Yede** }
Age:-45 years, Occu. Agriculturist }
R/o- Kettur No.2, Tq.Karmala }
Dist.Solapur }

2. **Namdev Popat Yede** }
Age:-47 years, Occu. Agriculturist }
R/o- Kettur No.2, Tq.Karmala }
Dist.Solapur }

3. **Salubai Popat Yede** }
Age:-70 years, Occu. Agriculturist }
R/o- Kettur No.2 Tq.Karmala }
Dist.Solapur }...**Defendants**

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Shri. R.D.Tarke -- Ld. Advocate for the plaintiff
Ex-parte against defendant No. 1 to 3

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:: J U D G M E N T ::
[Delivered on 13.03.2026]

This is a suit for recovery of the amount along with interest.

2] **In nutshell the case of plaintiff's is as follows:-**

Defendants are borrowers of the plaintiff Bank. The defendants approached the plaintiff Bank and requested the grant of a Credit facility. Accordingly, the defendants entered into a loan agreement by executing the credit facility form and agreed to abide by the standard terms and conditions of the plaintiff Bank. The plaintiff Bank sanctioned the loan facility to the defendants of Rs.5,20,800/- payable on 1st year and 5th year limit is Rs.7,62,300/- at the rate of interest of 11.08% per annum and default interest at the rate of 3.05%, on default which comes to @ 14.13 per annum. The term of loan is a five years. The plaintiff bank sanctioned the loan facility to the defendants called as Kisan Credit Card i.e. KCC. The loan limit sanctioned on 25.04.2018 for the purpose of crop cultivation for the amount of Rs.5,37,940/-. Defendant No.1 executed a declaration Deed of landed property situated at Kettur Tq.Karmala securing the financial assistance of Rs.7,62,300/- under Section 5(1) of the Maharashtra Provisions of facilities for agricultural credit by Bank Act 1974. The defendants also executed hypothecation deed and loan agreement in favour of the bank. The plaintiff Bank mentioned loan account in the name of defendant No.1 bearing Loan Account No.375351000251. Despite repeated demands made by the plaintiff Bank, the defendants deliberately failed and neglected to repay the utilized loan amount

along with accrued interest regularly. As a result, a sum of Rs.6,17,559/-has became due and payable by the defendants.

3] Consequently, the plaintiff Bank issued a loan recall notice dated 14.01.2022 to the defendants, calling upon them to repay the outstanding loan amount of Rs.6,17,559/- due as on 31.12.2021 within seven days from the receipt of the notice. The said notice was duly served upon the defendants on 24.01.2022. However, the defendants failed to comply with the demand and did not repay the outstanding amount. Hence, the present suit is instituted against defendants for recovery of Rs.6,17,559/- along with interest at the rate of 15.30% from 31.12.2021 till realization of the entire amount.

4] Defendants No. 1 to 3 duly served as per Exh.5 but failed to appear. Hence, suit proceeded ex- parte against defendant No.1 to 3.

5] Considering the above pleadings following points arises for my consideration. I have answered each of them along with my findings thereon as under :-

Sr.No	**POINTS**		**FINDINGS**
1]	Does the plaintiff prove that the defendants have defaulted to repay the loan ?		In the affirmative
2]	Whether the plaintiff - Bank is entitled to recover the amount of Rs.6,17,559/-with interest, as claimed ?		Partly affirmative with 9% per annum interest
3]	Whether the suit is within limitation ?		In the affirmative
4]	What order and decree ?		The suit is partly decreed with costs.

:: **R E A S O N S** ::

As to Point No.1 to 4:-

6] These points are interlinked, therefore, to avoid repetition, they are discussed together. The plaintiff's witness, Mr. Amjad Tamboli (PW-1), has substantiated the plaintiff's case through his deposition at Exh.9. His testimony is duly corroborated by the loan documents placed on record. Loan application is at Exh.10. Loan Sanction letter is at Exh.11. The Hypothecation-cum-Loan Agreement is exhibited at Exh.12. Original copy of declaration under Section 5(1) of the Maharashtra Provision of Facilities for agricultural credit by Banks Act,1974, it is at Exh.13. The loan account statement of defendant No.1 is produced at Exh.15, accompanied by the certificate under Section 65-B of the Indian Evidence Act at Exh.14. Verified copy power of attorney is at Exh.16. Original legal notices are at Exh.20 to 23 and post office RPAD track consignment it is at Exh.24 to 28. These documents collectively establish that the defendants availed a Kisan Credit Card (KCC) facility loan. It substantiate the plaintiff's claim regarding the sanction and disbursement of the said loan. As per the oral evidence of plaintiff, pre-suit notices issued to the defendants were duly served and were addressed to the same address at which the suit summons were delivered. The said evidence is remained unchallenged and un-rebutted.

7] The account statement at Exh.15 reflects the outstanding amount due from the defendants, as claimed by the plaintiff. The plaintiff has therefore proved that the defendants availed the loan and subsequently defaulted in repayment. The defendants have neither led any evidence nor cross-examined the plaintiff's witness to rebut or

challenge the plaintiff's case. Consequently, the plaintiff's claim remains unchallenged and stands duly proved.

8] As far as the issue of limitation is concerned, in the present case, notice was issued on 14.01.2022 and the suit was instituted on 03.10.2022. Therefore, it is evident that the suit has been filed well within the period of limitation.

9] With regard to future interest, it is an admitted position that the transaction between the plaintiff and the defendants is not a commercial transaction.

10] Section 34 of the Code of Civil Procedure deals with the award of interest. It is necessary to reproduce the provision for clarity:

Section 34 CPC — Interest
(1) Where and in so far as a decree is for the payment of money, the Court may, in the decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period prior to the institution of the suit, with further interest at such rate not exceeding six per cent per annum as the Court deems reasonable on such principal sum , from the date of the decree to the date of payment, or to such earlier date as the Court thinks fit:
Provided that, where the liability in relation to the sum so adjudged arises out of a commercial transaction, the rate of such further interest may exceed six per cent per annum but shall not exceed the contractual rate of interest or, where there is no contractual rate, the rate at which moneys are lent or advanced by nationalised banks in relation to commercial transactions.
Explanation I: "Nationalised bank" means a corresponding new bank as defined in the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (5 of 1970).
Explanation II: For the purposes of this section, a transaction shall be deemed to be a commercial transaction if it is connected with the industry, trade, or business of the party incurring the liability.

(2) Where a decree is silent with respect to the payment of further interest on such principal sum from the date of the decree to the date of payment or any earlier date, the Court shall be deemed to have refused such interest, and a separate suit for the same shall not lie.

11] The plaintiff, in his evidence, has stated that the defendants approached and requested for the grant of a Kisan Credit Card facility. This fact has not been denied by the defendants either through cross-examination or by leading any evidence to rebut the plaintiff's contentions. The plaintiff has claimed interest at the rate of 15.30%. Considering that the suit was filed in the year 2022 and keeping in view the prevailing rate of interest charged by banks, it is appropriate and reasonable to grant interest at the rate of 9% per annum. Accordingly, I answer point Nos.1 and 3 in the affirmative, and point No.2 in the partly affirmative. In view of the findings on point No.1 to 3, I am inclined to pass order on point No. 4 as following.

ORDER

1] The suit is partly decreed with costs.

2] Defendants jointly or severally do pay amount of Rs.6,17,559/-(Rs.Six lakh Seventeen thousand five hundred fifty nine only) along with interest @ 9% p.a. from the date of institution of suit, till realization of the amount to the plaintiff.

3] Decree be drawn up accordingly.

SANJAY MOTIRAM GHUGE

Digitally signed by SANJAY MOTIRAM GHUGE
Date: 2026.03.13 15:11:55 +0530

[Sanjay M. Ghuge]
Civil Judge Senior Division,
Karmala, Dist.Solapur.

Place : Karmala
Dated : 13.03.2026

CERTIFICATE

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

Name of Stenographer	:	B.R.Kondekar
Court	:	Civil Judge Senior Division Karmala
Date	:	13.03.2026
Judgment signed by the Presiding Officer on	:	13.03.2026
Judgment uploaded on	:	13.03.2026