


**MHSO230008 Filed On - 19/01/2022**  
**712023 Registered on - 19/01/2022**  
 **Decided On - 23/04/2026**  
**Duration - 04Y. 03M. 04D.**

**In the Court of Civil Judge Senior  
Division, Madha.**

**(Presided Over By : R. M. Karade)**

**S.C.S. No. 116/2023**  
**(Old S.C.S. No. 67/2022)**  
**Exhibit 16**

**The Federal Bank Ltd.,**  
a Company registered under the companies  
Act, 1956 having it's place of registered office  
at Aluva, Kerala, having a branch at Barshi,  
through its Branch Manager and Attorney,  
**Shri. Vilas Trimbakrao Lande,**  
Age - 35 years, Occ. - Service,  
R/o. Agalgaon road, Barshi,  
Taluka Barshi, District Solapur.

**...Plaintiff**

**V E R S U S**

- 1. Bhagyashri Bharat Godage,**  
Age - 53 years, Occ. - Agriculturist,
- 2. Bharat Govind Godage,**  
Age - 56 years, Occ. - Agriculturist,
- 3. Satish Govind Godage,**  
Age - 51 years, Occ. - Agriculturist,  
All r/o. Mhaisgaon,  
Taluka Madha, District Solapur.

**...Defendants**

**Suit Claim - Recovery of loan amount.**

**Appearances :-**

**Shri. S. B. Khandelwal, Id. advocate for the Plaintiff Bank.**

**Ex-parte against defendants.**

**J U D G M E N T**

(Delivered on 23/04/2026)

The present suit is for recovery of amount of Rs. 5,93,586/- (Five Lakh Ninety Three Thousand Five Hundred and Eighty Six Rupees only) together with interest from 29.09.2015 to until realization of entire amount with charges incurred in relation to litigation.

**Plaintiff's case, in brief, is as under :-**

**2.** The Plaintiff Bank is banking company established under the Company Act, 1956 and carrying the business of banking and having its registered head office at Aluva, Kerala and branch offices amongst the place at Ghatachiwadi, Taluka Barshi, District Solapur.

**3.** Defendants had approached the plaintiff bank for availing the loan on security of land owned by Defendant No. 1. Accordingly, Plaintiff Bank sanctioned loan under scheme i.e. 'Federal Kisan Cash Credit Loan' of Rs.1,50,000/- (One Lakh Fifty Thousand Rupees only) and Agricultural Medium Term Loan of Rs. 1,65,000/- (One Lakh Sixty Five Thousand Rupees only) for Defendant No. 1 and Defendant Nos. 2 and 3

accepted the joint and several liability of its repayment as co-obligant. As defendants admitted the terms & conditions and rate of interest, loan has been sanctioned to defendant No. 1. For Federal Kisan Cash Credit, rate of interest was decided 11.3% per annum and for Agricultural Medium Term Loan, interest rate was 13.65% per annum.

4. It is further case of the Plaintiff Bank that Defendants executed following documents i.e. 1) Deed of general agreement for grant of F.K.C.C. loan & A.M.T.L. loan, 2) Mortgage-deed, 3) Promissory notes, 4) Security delivery letter and 5) Details of the land which secured with the Plaintiff Bank for repayment of loan. However, defendants failed and neglected to repay the loan amount and inspite of repeated request by issuing the letter and reminder, defendants failed to respond to the persuasion from the Bank, hence, amount of the Defendants converted into and termed as N.P.A. from 01/10/2018. Thereafter also, the Plaintiff Bank again called upon the defendants to pay arrears of the loan amount with interest cost by notice dated 20/10/2021 by R.P.A.D. In response to the persuasion by Plaintiff Bank for recovery of the loan amount, defendants acknowledged their liability to pay the loan and executed balance confirmation letter dated 10/08/2018 and 20/06/2021 in favour of the Plaintiff Bank. Defendants, though continuously accepted and acknowledged their liability to repay

the loan amount, but avoided to repay the same on one and other grounds. Therefore, the Plaintiff Bank served the notice dated 16/08/2021 by R.P.A.D. to the Defendants. Then also, they have not paid the amount of loan, therefore, the Plaintiff Bank constrained to file the present suit for recovery of amount of Rs. 5,93,586/- (Five Lakh Ninety Three Thousand Five Hundred and Eighty Six Rupees only) together with the interest at the rate of 11.3% and 13.65% per annum respectively. Lastly prays to decree the suit.

5. In the present matter, defendants have not tendered their appearance despite of service of summons vide Exhibit 06. Hence, consequently, suit proceeded ex-parte against the defendants.

6. Points for determination and my findings thereon are as under :

<b>Sr. No.</b>	<b>Issues</b>	<b>Findings</b>
1.	Does the plaintiff prove that, Rs. 5,93,586/- (Five Lakh Ninety Three Thousand Five Hundred and Eighty Six Rupees only) is due outstanding amount towards the Defendants from the date i.e. 29/09/2015 till institution of the suit?	<b>In the affirmative</b>
2.	Does the Plaintiff Bank prove that Defendant Nos. 2 and 3 have voluntarily stood as a personal guarantor for the loan of Defendant No. 1, accepting the	<b>In the affirmative</b>

	responsibility and liability aggregating the loan facility ?	
3.	Whether the Plaintiff Bank is entitled to recover Rs.5,93,586/- (Five Lakh Ninety Three Thousand Five Hundred and Eighty Six Rupees only) with interest at the rate of 11.3% and 13.65% per annum respectively from the defendants?	<b>In the affirmative</b>
4.	What order and decree?	<b>As per the final order.</b>

### **REASONS**

#### **AS TO POINT NOS. 1 TO 3 :-**

7. The aforesaid points being interlinked, hence, those are taken up together for adjudication.

8. To substantiate it's claim, the Plaintiff Bank has examined it's official i.e. Bank Manager, namely, Anand Rayban at Exhibit 12. Further, Plaintiff Bank has placed reliance on the following documents ;

<b>Sr. No.</b>	<b>Particulars</b>	<b>Copy</b>	<b>Exhibit</b>
1.	Copy of power of attorney	attested	12/1
2.	Copy of loan application of defendant No. 1	attested	12/2
3.	Loan sanction letters	attested	12/3 & 12/4
4.	Copy of agreements for	attested	12/5 &

	loan		12/6
5.	Copy Mortgage-deed	attested	12/7
6.	Promissory notes	attested	12/8 & 12/9
7.	Declarations	attested	12/10 & 12/11
8.	Balance confirmation letters	attested	12/13 & 12/14
9.	Copy of notice	attested	12/15
10.	Loan account extract of defendant No. 1	attested	12/17 & 12/18
11.	Certificate u/s 65B	attested	12/19

**9.** If documents produced on record in a matter by Plaintiff Bank in support of claim of the suit i.e. above documents referred in para No. 8 from serial Nos. 1 to 11 are considered, it can be clearly seen that there is full support of the cogent documents to the claim of plaintiff bank that the Defendant No. 1 has availed FKCC and AMTL loan and credit facility from the Plaintiff Bank as claimed in a suit and defendant Nos. 2 and 3 have stood guarantor for repayment of the said loan amount.

**10.** Further, documents produced in the matter by Plaintiff Bank clearly establishes that, total outstanding due as on 04/012022 along with the interest from 29/09/2015 is in the sum of Rs.5,93,586/- (Five Lakh Ninety Three Thousand Five Hundred and Eighty Six Rupees only).

**11.** Evidence produced in the matter by the Plaintiff Bank has remained unchallenged and uncontroverted by the defendants. Therefore, this Court find no reason to disbelieve and discard the said

evidence of Plaintiff Bank. This Court, therefore, has no hesitation to reach to the conclusion and conclude that the Plaintiff Bank has sufficiently proved that the defendants are liable jointly and severally to pay the due outstanding amount of Rs.5,93,586/- (Five Lakh Ninety Three Thousand Five Hundred and Eighty Six Rupees only) towards FKCC and AMTL loan and it's interest.

**12.** So far as the rate of interest is concern, if the facts of the matter along with the nature of transaction between the parties is considered along with the provision of Section 34 of the Code of Civil Procedure Code, this Court is of the considered view that defendants are liable to pay the interest at the rate of 11.30% per annum to the Plaintiff Bank as claimed in a suit.

**13.** After considering facts along with evidence of the matter, this Court finally concluded that the Plaintiff Bank is entitled to decree for recovery of loan amount to the tune of Rs.5,93,586/- (Five Lakh Ninety Three Thousand Five Hundred and Eighty Six Rupees only) from the defendants with interest at the rate of 11.30% until the complete realization of loan amount. In the result, this Court answers point Nos. 1 to 3 in the affirmative and in answer to point No. 4, passes the following order.

**ORDER**

1. The suit is decreed with costs.
2. The defendants do pay jointly and severally an amount of Rs.5,93,586/- (Five Lakh Ninety Three Thousand Five Hundred and Eighty Six Rupees only) to the Plaintiff Bank with interest at the rate of 11.30% per annum until the complete realization of loan amount.
3. Decree be drawn up accordingly.

**(R. M. Karade)**

Date - 23/04/2026

Civil Judge Senior Division,  
Madha.