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 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. 304/2023

(Old S.C.S. No. 66/2022)

Exhibit 13

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. Harshavardhan Bharat Godage,**
Age - 27 years, Occ. - Agriculturist,
- 2. Bharat Govind Godage,**
Age - 57 years, Occ. - Agriculturist,
- 3. Prakash Govind Godage,**
Age - 47 years, Occ. - Agriculturist,
- 4. Bukeshwar Prakash Godage,**
Age - 26 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. 8,95,756/- (Eight Lakh Ninety Five Thousand Seven Hundred and Fifty Six Rupees only) together with interest from 03/06/2015 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. As per documents provided to the Plaintiff Bank and information, defendant Nos. 2 and 3 are brothers in relation. Defendant No. 2 is the father of defendant No. 1 and defendant No. 4 is the son of defendant No. 3.

4. 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.2,60,000/- (Two Lakh Sixty Thousand Rupees only) and Agricultural Medium Term Loan of Rs. 2,00,000/- (Two Lakh Rupees only) for Defendant No. 1 and Defendant Nos. 2 to 4 accepted the joint and several liability of it's 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 10.95% per annum and for Agricultural Medium Term Loan, interest rate was 13.90% per annum.

5. 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 02/06/2018. Thereafter also, the Plaintiff Bank again called upon the defendants to pay arrears of the loan amount with interest cost by notice dated 10/09/2018 and 20/10/2019 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 28/03/2018 and 11/02/2021 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 21/06/2018 and 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.8,95,756/- (Eight Lakh Ninety Five Thousand Seven Hundred and Fifty Six Rupees only) together with the interest at the rate of 10.95% and 13.90% per annum respectively. Lastly prays to decree the suit.

6. In the present matter, defendants have not tendered their appearance despite of service of summons vide Exhibit 08. Hence, consequently, suit proceeded ex-parte against the defendants.

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

Sr. No.	Issues	Findings
1.	Does the plaintiff prove that, Rs. 8,95,756/- (Eight Lakh Ninety Five Thousand Seven Hundred and Fifty Six Rupees only) is due outstanding amount towards the Defendants from the date i.e.	In the affirmative

	03/06/2015 till institution of the suit?	
2.	Does the Plaintiff Bank prove that Defendant Nos. 2 to 4 have voluntarily stood as a personal guarantor for the loan of Defendant No. 1, accepting the responsibility and liability aggregating the loan facility ?	In the affirmative
3.	Whether the Plaintiff Bank is entitled to recover Rs. 8,95,756/- (Eight Lakh Ninety Five Thousand Seven Hundred and Fifty Six Rupees only) with interest at the rate of 10.95% and 13.90% per annum respectively from the defendants?	In the affirmative
4.	What order and decree?	As per the final order.

REASONS

AS TO POINT NOS. 1 TO 3 :-

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

9. To substantiate it's claim, the Plaintiff Bank has examined it's official i.e. Bank Manager, namely, Anand Rayban at Exhibit 09. Further, Plaintiff Bank has placed reliance on the following documents ;

Sr. No.	Particulars	Copy	Exhibit
1.	Copy of power of attorney	attested	9/1
2.	Copy of loan application of defendant No. 1	attested	9/2
3.	Loan sanction letters	attested	9/3 & 9/4
4.	Copy of agreements for loan	attested	9/5 & 9/6
5.	Copy Mortgage-deed	attested	9/7
6.	Promissory notes	attested	9/8 & 9/9
7.	Declarations	attested	9/10 & 9/11
8.	Balance confirmation letters	attested	9/12 & 9/13
9.	Copy of notice	attested	9/14 & 9/15
10.	Loan account extract of defendant No. 1	attested	9/16 & 9/17
11.	Certificate u/s 65B	attested	9/18

10. 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. 9 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 to 4 have stood guarantor for repayment of the said loan amount.

11. Further, documents produced in the matter by Plaintiff Bank clearly establishes that, total outstanding due as on 04/01/2022 along with

the interest from 03/06/2015 is in the sum of Rs.8,95,756/- (Eight Lakh Ninety Five Thousand Seven Hundred and Fifty Six Rupees only).

12. 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.8,95,756/- (Eight Lakh Ninety Five Thousand Seven Hundred and Fifty Six Rupees only).towards F.K.C.C. and A.M.T.L. loan and it's interest.

13. 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.

14. 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.8,95,756/- (Eight Lakh Ninety Five Thousand Seven Hundred and Fifty 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.8,95,756/- (Eight Lakh Ninety Five Thousand Seven Hundred and Fifty 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.

Date - 23/04/2026

(R. M. Karade)
Civil Judge Senior Division,
Madha.