


MHWS110011432025 	Received on :	16/08/2017
	Registered on :	18/08/2017
	Decided on :	12/06/2026
	Duration :	Ys. Ms. Ds.
		08. 09. 27.

**IN THE COURT OF CIVIL JUDGE SENIOR DIVISION, KARANJA,  
DIST. WASHIM**

(Presided over by Mr. S. W. Thombre)

**Special Civil Suit No.26/2025**  
**(Old Spl.C.S No.06/2017)**

**Exh.No.24**

State Bank Of India, A Corporation Constituted  
Under The State Bank Of India Act, 1955 having  
One of its Branch at Karanja,  
Tq. Karanja, Dist-Washim.

...

**Plaintiff**

... **VERSUS** ...

- 1] Sailani Mahila Bachat Gat, Karanja  
Through its Members -
- 2] Sau. Shirin Mohhamad Munniwale,  
Aged - 37 years, Occ. : President,
- 3] Sau. Hasina Mehboob Garwe,  
Aged - 40 years, Occ. : Secretary,
- 4] Sau. Gango Madan Munniwale,  
Aged - 70 years, Occ. : Member,
- 5] Sau. Halima Mehboob Munniwale,  
Aged - 37 years, Occ. : Member,
- 6] Sau. Budho Gafur Munniwale,  
Aged - 60 years, Occ. : Member,  
All R/o. Gawalipura, Karanja,  
Tq. Karanja, Dist. Washim

...

**Defendants.**

---

**SUIT FOR THE RECOVERY OF LOAN AMOUNT OF RS. 5,64,863/-.**

---

**Appearance :**

Ld. Advocate Mr. R.S. Joharapurkar for the plaintiff Bank.  
Suit against defendants proceeded **Ex-parte**.

---

**J U D G M E N T**  
(Delivered on 12<sup>th</sup> June, 2026)

The present suit has been filed for the recovery of loan amount of Rs.5,64,863/- from the defendants.

**2] Brief facts of plaintiff's case are as follows :-**

The Plaintiff Bank is a Corporation constituted under the State Bank Of India Act, 1955 and carrying on the business of Banking at various places including one of its Branch at Karanja, Tq.Karanja, Dist. Washim and Shri Subhash Chandra Mohanty was a Chief Manager of the plaintiff Bank and was authorised to file present suit on behalf of the plaintiff Bank and therefore, present suit came to be filed under his signature.

**3]** The plaintiff Bank further averred that the defendant No.1, which is a Self Help Group, was in need of the Loan amount for purchasing Tractor and the defendants No.2 to 6 are the members of defendant No.1. The defendants No.2 to 6 being members of defendant No.1 approached to the plaintiff Bank and requested to provide Loan amount to them for the same. As per the Schemes of Government the plaintiff Bank was pleased to sanction the loan to the defendant No.1 through its members i.e. defendants No.2 to 6 and a loan of Rs.7,50,000/- (Rs. Seven Lakhs Fifty Thousand Only) came to be sanctioned and all the defendants were agreed to pay the interest at the rate of 13.5% per annum on the said loan amount.

**4]** The plaintiff Bank further averred that accordingly, all the

defendants executed necessary documents in favour of the plaintiff Bank which includes arrangement letter dated 07.03.2013, Articles of agreement for financing Self Help Group dated 07.03.2013, application for loan dated 14.12.2012, consent clause letter dated 07.03.2013 and agreed all terms and conditions mentioned in those documents including the repayments of the loan amount in monthly installments of Rs.17,257/- per month from June 2013 within 60 months from thereafter inclusive of all interest as mentioned in those documents.

5] The plaintiff Bank further averred that plaintiff Bank disbursed the loan amount to the defendants as shown in the extract of Loan Account filed with the plaint. But all the defendants failed to repay the Loan Amount of the plaintiff Bank as per the terms and conditions. Therefore, the plaintiff Bank issued notices dated 31.03.2016, 24.06.2016 and 22.11.2016 to the defendants and the said notices have been received by the defendants No.2 and 3 i.e. President and Secretary of defendant No.1. Despite receipts of said notices, all the defendants failed to repay the Loan Amount to the plaintiff Bank.

6] The plaintiff Bank further averred that the plaintiff Bank had seized New Holland 3230 Tractor and Trolley bearing No. MH-37-L-5624 from the defendants. Thereafter, the said tractor came to be auctioned as per Rules and the amount of Rs.2,30,000/- which was received from the sale thereof came to be credited in the Loan Account of the defendants. However, the amount of Rs.5,64,863/- remained to be recovered from all the defendants inclusive of interest. Therefore, the plaintiff Bank constrained to file present Suit.

7] Despite service of suit summons upon the defendants, they failed to appear in the matter and therefore, the present suit came to be proceeded ex-parte against them vide orders dated 12.06.2018 and 28.02.2020 passed below Exh.1 by my learned Predecessor.

8] The points that arise for my determination along with my findings thereon for the reasons to follow are as under -

Sr. No.	Points	Findings
1]	Whether plaintiff Bank proved that it has advanced Loan Amount as mentioned in the plaint to the defendants?	In the affirmative.
2]	Whether plaintiff Bank proved that defendants have failed to repay the remaining Loan Amount of Rs.5,64,863/-?	In the affirmative.
3]	Whether plaintiff Bank is entitled to recover Loan Amount of Rs.5,64,863/- with interest @18% per annum from the defendants?	Partly affirmative.
4]	What order and decree ?	Suit is partly decreed.

### REASONS

9] In order to prove the case, plaintiff Bank has filed an affidavit of examination-in-chief of its Branch Officer Sangram Balasaheb Patil as P.W.1 at **Exh.13**. Plaintiff Bank has also relied upon documentary evidence filed on record such as original copy of Loan demand application dated 28.04.2012 at **Exh.14**, original copy of Loan arrangement letter dated 07.03.2013 at **Exh.15**, original copy of Articles of agreement dated 07.03.2013 at **Exh.16**, original copy of Resolution dated 14.12.2012 passed by defendants at **Exh.17**, original copies of demand notices dated 31.03.2016, 24.06.2016 and 22.11.2016 at **Exh.18 to 20**, verified copy of statement of Loan account of defendant No.1 for the period from

01.03.2013 to 27.07.2017 at **Exh.21** and certificate under section 65-B of Evidence Act at **Exh.22**. I have also heard learned advocate for the plaintiff Bank.

**AS TO POINT NOS.1 AND 2 :-**

**10]** It is the main contention of plaintiff Bank that it had advanced Loan Amount of Rs.7,50,000/- to the defendants on their demand for purchasing tractor. However, defendants failed to repay the remaining Loan Amount of Rs.5,64,863/- to the plaintiff Bank despite making request to them by way of aforesaid demand notices.

**11]** In order to prove said contention, plaintiff Bank examined PW-1 at **Exh.13**. On perusal of evidence affidavit of PW-1, it appears that PW-1 Sangram Balasaheb Patil has stated in said evidence affidavit as per the averments in the plaint. Moreover, from the documents filed on record, it appears that the averments made in the plaint are being supported by the said documents.

**12]** It is to be noted here that despite service of summons upon the defendants, they did not appear in the matter and did not contest the suit of plaintiff Bank by filing their written statement and therefore, suit came to be proceeded ex-parte against them. In fact, the evidence of PW-1 has remained unchallenged and unaffected. As such, considering the oral and documentary evidence on record, I hold that plaintiff Bank has proved that it had advanced Loan Amount of Rs.7,50,000/- to the defendants on their demand for purchasing tractor and it has also proved that defendants failed to repay the remaining Loan Amount of Rs.5,64,863/- to the plaintiff Bank despite making request to them by way of aforesaid demand

notices. Hence, I answer point Nos.1 and 2 in affirmative.

**AS TO POINT NOS.3 AND 4 :-**

13] In view of the findings recorded against point Nos.1 and 2, I hold that plaintiff Bank is entitled to recover remaining Loan Amount of Rs.5,64,863/- from the defendants. However, it is to be noted here that the plaintiff Bank is seeking interest on the said Loan amount @18% per annum from the defendants. But, in view of the financial condition of the defendants, I think it would be just and proper to grant interest on the said remaining Loan Amount @6% per annum instead of 18% per annum from the date of filing of present suit till its realization. Therefore, I answer point No.3 partly affirmative and in answer to point No.4, following order is passed.

**ORDER**

- 1] Present suit is partly decreed.
- 2] Defendants are directed to pay remaining Loan Amount of Rs.5,64,863/- to the plaintiff Bank within two months from today along with interest @6% per annum on said amount from the date of filing of present suit till its realization.
- 3] No order as to costs.
- 4] Decree be drawn up accordingly.

**(Dictated & pronounced in the open Court.)**

Date – 12.06.2026.

**( S. W. Thombre )**  
Civil Judge, (Sr.Dn.),  
Karanja (Lad).

**CERTIFICATE**

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

- 1) Name of Stenographer :- D. V. Daware (Stenographer Grade-III)
- 2) Name of Court :- Civil Judge (Sr.Dn.), Karanja (Lad).
- 3) Date :- 12.06.2026
- 4) Order signed by the  
presiding officer on :- 12.06.2026
- 5) Order uploaded on :- 12.06.2026