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सत्यमेव जयते

IN THE COURT OF 4th ADDITIONAL SENIOR CIVIL JUDGE,AT VADODARA.

Special Summary Suit No.16/2016

Exh-

Plaintiff:	**Age**	**Occupation**
Jagdishbhai Ambalal Patel Resi. at: D-141, Shreepad Nagar, V.I.P.Road, Vadodara.	50	Business

Versus

Defendant:		
Sachin Gaganchandra Dasondi Resi. at: House No. 50, Nizampura, Pensionpura, Vadodara.	---	----

Appearance:-

The Learned Advocate Mr. D.N.Parikh for the plaintiff
The Learned Advocate Mr. B.S.Pancholi Defendant

Subject: **Suit for Recovery of Rs.14,00,000/- Under Order 37 of the Civil Procedure Code, 1908**

-: JUDGMENT :-

(1) The present suit has been filed by the plaintiff against the defendant for recovery of Rs.14,00,000/- under Order 37 of the Civil Procedure Code, 1908.

The short facts of the suit summarized as under:

(1.1) The plaintiff is residing at above mentioned address in cause title and maintain his family. The defendant doing supply of milk door to door and collecting Milk from plaintiff Milk center or another Milk center, hence the plaintiff knows the defendant.

(1.2) In the year 2015 the defendant got set back in share market and he in need of money and to pay the said loss, partly of Rs. 14,00,000/- he had taken the money from the plaintiff and he assured that he would pay the said money within 15 days. But the defendant did not paid the said amount in time limit and the defendant had issued a Promissory Note and he had issued different cheques as detailed below (1) Cheque No.062215 of Rs.8,25,000/-, (2) Cheque No.062216 of Rs.2,00,000/-, (3) Cheque No.062217 of Rs.2,40,000/-, (4) Cheque No. 106499 of Rs. 75,000/- of Union Bank of India, Waghodia Road Branch, Vadodara and (5) Cheque No.214854 of Rs.60,000/- of Indian Oversea Bank, Waghodia Road Branch, Vadodara in favour of plaintiff. Further he ensured that, on depositing the said Cheques in the Bank at the mentioned date the said cheques will be honoured.

(1.3) That on 01/02/2016 he deposited the Cheque No.062215 of Rs.8,25,000/- in Bank of India, Karelibag Branch, Vadodara and said cheque returned on 02/02/2016 with endorsement of "Funds Insufficient". On 12/02/2016 he deposited the Cheque No.062216 of Rs.2,00,000/- in Bank of India, Karelibag Branch, Vadodara and said cheque returned on 15/02/2016 with endorsement of "Funds Insufficient". On 17/02/2016 he deposited the Cheque No.062217 of Rs.2,40,000/- in Bank of India, Karelibag Branch, Vadodara and said cheque returned on 18/02/2016 with endorsement of "Funds Insufficient". Thenafter on 15/02/2016 he deposited the Cheque No. 106499 of Rs.75,000/- in Bank of India, Karelibag Branch, Vadodara and said cheque returned on 16/02/2016 with endorsement of "Funds Insufficient" and thenafter on 15/02/2016 he deposited the Cheque No.214854 of Rs.60,000/- in Bank of India, Karelibag Branch, Vadodara and said cheque returned on 16/02/2016 with endorsement of "Funds Insufficient".

(1.4) Hence the plaintiff had called the defendant and said that all the cheques were returned unpaid with endorsement of "Funds Insufficient" and said to repay his amount but the defendant had gave evasive and insolent reply and stated that money would not be paid and do whatever you want.

(1.5) That, on 13/02/2016 the plaintiff had issued Demand Notice for an amount of Rs.8,25,000/- and said Notice returned unserved with postal endorsement. Thereafter on 24/02/2016 one another Demand Notice for remaining other cheques was issued to the defendant but the defendant had not paid the said amount. Hence the plaintiff has filed the present suit under Section 37 of The Civil Procedure Code, 1908 to get back an amount of Rs. 14,00,000/- from the defendant.

(1.6) Cause of Action:

The cause of action arose, when the defendant had taken Rs. 14,00,000/- from the plaintiff, for this due the defendant had issued five cheques in favour of plaintiff and on due date when the plaintiff deposited the cheques in the Bank and said cheques returned unpaid with endorsement of "Funds Insufficient" and the plaintiff had issued Demand Notice on 13/02/2016 and 24/02/2016, which were returned unserved.

(1.7) Jurisdiction:

This Court has jurisdiction to try and decide this suit, because the plaintiff and defendant are resided in Vadodara, cheques are of Vadodara City, hence this Court has jurisdiction to try and decide this suit.

(1.8) Prayer:

(a) That, a decree for Rs.14,00,000/-(Rupees Forteen Lakhs Only) may please be awarded in favour of Plaintiff against the Defendant as per issuance of Promissory Note and Five cheques i.e. Cheque No.62215 of Rs.8,25,000/- dtd.31.12.2015, Cheque No.62216 of Rs.2,00,000/- dtd. 12.02.2016, Cheque No.62217 of Rs.2,40,000/- dtd.17/02/2016, Cheque No.106499 of Rs.75,000/- dtd.15/02/2016, Cheque No.214854 of Rs.60,000/- dtd.15/02/2016, total recovery of Rs.14,00,000/- and also to get decree to the effect that in case of default for making payment from the side of the defendant, then it will be recovered from the movable and immovable properties of the defendant.

(b) Interest on the amount of Rs.14,00,000/- from the date of the suit, till realization of the amount may also be awarded.

(c) Any other just and proper relief may also be awarded in favour of Plaintiff.

(2) In this case, even though duly service of summons, the defendant neither appeared nor filed any application nor any Ld. Advocate appeared on his behalf, therefore in absence of the defendant, my Ld. Predecessor judge had passed an exparte judgement vide Ex.30 against the defendant on 30/04/2016 and accordingly Decree had also issued in favour of the plaintiff.

(2.1) According to the judgment, the plaintiff filed the Execution Petition no. 11/2016 in this connection, court has passed the order below Exhibit 15 and stay the proceeding subject to deposit Rs.17,00,000/- within 30 days from the date of the order and also order passed below Exhibit 34 which was allowed by this Court. Against being aggrieved and dissatisfied with the aforesaid order passed by this Court vide Ex.34 and order below Exhibit-15 passed in Sp. Summary Suit No.11/2016, the plaintiff had filed a Revision Application No.219/2017 & 251/2017 before the Hon’ble Gujarat High Court and in both the revision applications, on dtd.04/09/2017 the Hon’ble High Gujarat Court had passed an order the Trial Court shall hear and summons for judgment. Therefore the proceedings of the present suit is continued.

(3) Then after, the defendant has filed an application for Leave for defence vide Ex.39 and stated that the present summary suit filed by the plaintiff is totally false, frivolous, illegal and not maintainable, hence deserves to be dismissed. Further stated that as per the suit claim, the plaintiff has not filed any documentary evidence before the Hon'ble Court which shows that the plaintiff had made transaction with the defendant and also as per the Income Tax Act, there cannot be any transaction in cash beyond the limit of Rs.20,000/-. However the plaintiff had made statement in the suit that the defendant had taken the amount of Rs.14,00,000/- in piecemeal from the plaintiff due to loss of shares, but not produced any cogent and concrete documentary evidence and there is no any pleadings with regard to howmany amount he had paid to the defendant in piecemeal. Further the plaintiff had not duly served the demand notice to the plaintiff at his residential address.

(3.1) Further stated in respect of the cheque mentioned in Para 2 of the suit, as the defendant was in need of money, the said cheques were taken by the plaintiff from the defendant for the loan to be taken from the Bank as a security and in this way taken blank cheques from the defendant with his sign. But the defendant did not understand the fraud tactics adopted by the plaintiff and lastly in the year 2015, the plaintiff stated to the defendant that the bank had denied to give the loan due to insufficiency of earning and told that he will returned the cheques. However he had misused the said cheques and filed the present suit on the basis of the said cheques, therefore the suit of the plaintiff is totally false, fabricated and illegal and deserves to be dismissed.

(3.2) Further stated that as per the statement mentioned in Para 1 of the suit that the defendant's economic condition was not good and he was supplying milk door to door and milk center, then how can he invest such a huge amount in shares, it is a triable issue. Further stated that the plaintiff had not made clarity with regard to which date, which month and on which different dates and for what reason and why, he had paid the amount of Rs.14,00,000/- to the defendant, which is also a triable issue. Further the said transaction was made in cash, which is also a triable issue.

(3.3) Further stated that whether the plaintiff had taken any cheques or promissory note with respect to the amount paid to the defendant which is also one of the triable issue. Also the plaintiff has any license to give such huge amount as loan to the defendant is also one of the triable issue. Thus, looking to the reciprocal theory, it is necessary to prove by leading evidence which shows that the plaintiff had paid the amount to the defendant. However, the plaintiff had not lead any evidence in the present suit, which is also a triable issue. Hence, he prayed to allow the Leave to defence application, which was allowed by this Court on dtd.20.02.2019.

(4) After considering the pleadings of both the parties, my predecessor judge has framed the issues vide Exhibit-66.

1. શુ વાદી સાબિત કરે છે કે, વાદીએ પ્રતિવાદીને હાથઉછીના તરીકે છુટક છુટક રૂા. ૧૪,૦૦,૦૦૦/– (અંકે રૂપિયા ચૌદ લાખ પુરા) આપેલ છે?

2. શુ વાદી સાબિત કરે છે કે, પ્રતિવાદીએ વાદીની બાકી લેણી રકમ રૂા. ૧૪,૦૦,૦૦૦/– (અંકે રૂપિયા ચૌદ લાખ પુરા) ની ચુકવણી પેટે પ્રોમીસરી નોટ લખી આપેલ છે તેમજ દાવા પેરા–ર ની વિગતના પાંચ ચેકો લખી આપેલ છે?

3. શુ વાદી સાબિત કરે છે કે, પ્રતિવાદીએ વાદીની બાકી લેણી રકમની ચુકવણી પેટે વાદીને આપેલ પાંચેય ચેકો દાવા અરજીના પેરા–૪ ની વિગત અનુસાર વણસ્વીકાર્યા પરત ફરેલ છે?

4. શુ વાદી માંગ્યા મુજબની દાદ મેળવવા હકકદાર છે?

5. શુ હુકમ અને હુકમનામુ?

(5) My findings on the above issues are as under:

1. In affirmative.
2. In affirmative.
3. In affirmative.
4. In affirmative.
5. As per final order

(6) The plaintiff has produced following oral as well as documentary evidence to prove his case.

Oral Evidence :-

Sr. No.	Exh. No.	Particular
1	67	Deposition of the Plaintiff Jagdishbhai Ambalalbhai Patel
2	90	Witness No.2- Venita Salodiya, Authorized Officer of Indian Overseas Bank
3	95	Witness No.3 – Chaitnya Sureshchandra Pandya, Authorized Officer of IDBI Bank

Documentary Evidence :-

Sr. No.	Exh. No.	Particular
1	69	Original Cheque No.062215 of I.D.B.I. Bank dtd. 31.12.2015 issued by the defendant
2	70	Original Return Memo of the aforesaid cheque dtd.02.02.2016
3	71	Original Cheque No.062216 of I.D.B.I. Bank dtd. 31.12.2015 issued by the defendant
4	72	Original Return Memo of the aforesaid cheque dtd.15.02.2016
5	73	Original Cheque No.062217 of I.D.B.I. Bank dtd. 31.12.2015 issued by the defendant
6	74	Original Return Memo of the aforesaid cheque dtd.18.02.2016
7	75	Original Cheque No.062217 of I.D.B.I. Bank dtd. 31.12.2015 issued by the defendant
8	76	Original Return Memo of the aforesaid cheque dtd.16.02.2016
9	77	Original Cheque No.214854 of Indian Overseas Bank dtd. 15.02.2016 issued by the defendant
10	78	Original Return Memo of the aforesaid cheque dtd.16.02.2016
11	79	Copy of Promissory Note issued by the defendant in favour of the plaintiff dtd. 12.12.2015
12	80	Xerox copy of notice dtd. 13.02.2016 issued by the plaintiff through his Ld. Advocate against the defendant
13	81	Original Registered A.D.Post for notice served to the defendant dtd.15.02.2016
14	82	Original sealed cover for notice unserved to the defendant dtd.16.02.2016
15	83	Xerox copy of notice dtd. 24.02.2016 issued by the plaintiff through his Ld. Advocate against the defendant

16	84	Original Registered A.D.Post for notice served to the defendant dtd.25.02.2016
17	85	Original Acknowledgment for notice duly served to the defendant dtd.26.02.2016
18	92	Cheque Leaf Status Inquiry and Account Ledger Inquiry
19	93	Account Opening Form of Sunita Sachin Dasondi
20	94	KYC Form of Account Opening Form
21	97	Cheque Leaf Status Inquiry
22	98	Xerox copy of Specimen Signature
23	99	Account Opening Checklist
24	100	Transaction Inquiry
25	101	Closing Pursis dtd. 21.12.2021

(7) The defendant has produced following oral as well as documentary evidence to prove his case.

<u>Oral Evidence :-</u>

Sr. No.	**Exh. No.**	**Particular**
1	107	Deposition of the defendant Sachin Gaganchandra Dasondi

The defendant has filed Closing pursis vide Exh. 110.

(8) **<u>Arguments of the Plaintiff :-</u>**

The Ld. Advocate of the plaintiff has submitted written arguments vide Ex.112, which are taken into consideration. He has reiterated the same facts as mentioned in the plaint as well as deposition in form of Affidavit of the plaintiff. Also stated looking to the case record, evidence produced on record, depositions and cross examinations, the plaintiff has succeeds to prove the case in his favor, therefore the plaintiff is entitled to get the relief as prayed for.

(9) <u>Arguments of the Defendant :-</u>

Per contra, the Ld. Advocate of the defendant vehementaly argues that the present suit is filed by the plaintiff for recovery of Rs.14,00,000/- from the defendant under Order 37 of CPC. First of all, he argued that the matter was exparte decided and after the order of the Hon'ble High Court the matter is remand back and matter was reopened and the defendant has filed leave to defence vide Ex.39. As per the say of the plaintiff that he has lent the amount to the defendant, but there is no evidence on record on which date, which year and which time and in whose presence the said amount has been lend by the plaintiff to the defendant. They have also relied upon the section 68 & 69 of the Income Tax Act. Also they argued that the plaintiff has borrowed the said money from which person, who was also not examined. There is no evidence of parler. Also notice has served to another address. They have took a defence that the cheques were issued in connection of passing the loan and blank cheques were taken by the plaintiff and misused the said cheques. Also he admitted in cross examination to produce the documents and he had not produced the same. Also in the cross examination, the plaintiff has been asked that on which company’s share, did the defendant have loss and the plaintiff has not know the said fact. There is no any pleading in whose presence the cheque has been given, also not stated in his evidence, different two notices has been given. Also the name of the Surekhaben first to introduce in evidence, such person has not being examined. Therefore cross examination and entire record, the plaintiff has failed to prove his case therefore requested to reject the suit of the plaintiff.

-:REASONS:-

(9) Above issues are inter-related and inter-connected with each other and the burden to prove all the issues lies on the plaintiff, as the present suit is proceeded exparte, therefore, it is desirable to discuss above said issues together for sake of convenience and hence, discussed together.

For Issue No.1

For the burden of proving the issue No.1 to 4 are caste upon the plaintiff and in support of his claim, he has given his deposition on oath vide Ex.67 and produced documentary evidence vide Ex.69 to Ex-85.

The present suit has been filed by the plaintiff as a summary suit on the basis of cheques as well as promissory note. Here is the plaintiff has filed his deposition vide Ex.67, in his deposition, he is categorically stated that he has given the amount of Rs.14,00,000/- in piecemeal to the defendant. Against this defendant had issued the cheques as well as promissory note which is produced on record vide Ex.69 to Ex.79. Also the defendant has asked the question to the plaintiff that from which bank, do you have given the amount to the defendant, the answer was given by the plaintiff that all amount given through the cash. Also he stated that he had given the amount four to five piecemeal. Also plaintiff has given the demand notice to the defendant, all these documents clearly established that the plaintiff has given the amount by way of piecemeal, therefore the defendant had issued the cheque as well as promissory note, without any transaction no one can issue any valaubIe documents in favour of any person. The defendant do not established during the cross examination that he has not borrowed the amount from the plaintiff. Therefore the answer of Issue No.1 is in affirmative.

For Issue No.2

For the burden of proving the issue No.2 is caste upon the plaintiff and in support of his claim, he has given his deposition on oath vide Ex.67 and produced documentary evidence vide Ex.69 to Ex-85.

Looking to the documentary evidence vide Ex.69 to Ex.79 which shows that three cheques dtd. 31/12/2015 drawn on IDBI Bank A/c. No.10061040000420909, i.e. Cheque No.62215 of Rs.8,25,000/-, Cheque No. 62216 of Rs.2,00,000/-, Cheque No.62217 of Rs.2,40,000/- and one cheque No. 106499 of Rs.75,000/- dtd. 15/02/2016 drawn on the Union Bank of India from the A/c. No. 534202010025063 and one cheque no. 214858 of Rs.60,000/- dtd. 15/02/2016 drawn on the Indian Overseas bank from the A/c. No.239101000000639 were issued by the defendant in favour of plaintiff and the same were returned with an endorsement of Funds Insufficient and One promissory note dtd. 12/12/2015 issued by the defendant in favour of the plaintiff. Now, looking to the cross examination of the defendant vide Ex.107, he clearly admits that he has a various bank accounts lying in the Union Bank of India, I.D.B.I. Bank and Federal Bank. He had shown Ex.75 which is the cheque of Union Bank of India and he admit his signature on that cheque and also stated that he has not know whether the said Account of Union Bank of India is at present running or not and he voluntarily stated that since last 10 years, he had not doing any transaction on the said account. Further he has shown Ex.77, which is the cheque of Indian Overseas Bank and he admit his signature on that cheque which was drawn from the A/c. No. 23910100000639. He also stated that in Indian Overseas Bank, he has three account, one in the name of him, second in the name of his wife and third in the name of his children and as his wife is illetrate and his son’s account also operate with his signature, in this way, he operate all the accounts. Now looking to the produced documentary evidence, it is transpires on the record that he had issued the cheque in favour of the present plaintiff during the course of cross examination, he has not established that he has not given the cheques to the plaintiff. On perusal of Promissory note which is produced vide Ex.79, which was also signed by the present defendant on revenue stamp, therefore it is clearly established that some transactions was there between the parties, therefore the defendant had executed the cheques as well as promissory note. In present scenario, no one can without any transaction can issue any valauble documents in favour of any person. Therefore it believes that the transaction has been made between the parties and in this regard, the document executed in favour of the plaintiff. Another aspects is that in this connection, the plaintiff has also cross examined one witness Vinita Salodiaya, authorized officer of the Indian Overseas Bank vide Ex.90. She has produced documentary evidence vide Ex.91 to Ex.94, which shows that A/c. No.239101000000639 is in the name of Sunita Sachin Dasondi and vide Ex.91 the bank had issued a Cheque Book of 10 cheque starts with cheque No. 214851 dtd.24/06/2013 and also submitted a Bank Statement which shows that Cheque No. 214854 was returned on dtd.16/02/2016 due to fund insufficient. She has also submitted Bank Account Opening Form, which shows that the said account on the name of Sunita Sachin Dasondi only and no any other joint account holder. She has also admits that the cheque book was issued in the year 2013 and vide Ex.94 is the specimen signature of Account holder Sunitaben, while signature on cheque issued and signed by the defendant vide Ex.77, therefore there is a signature differ from the account holder of Ex.94. Therefore, it is established that he knows that the account of his wife on the said bank, but he knowingly himself signed the said cheque, hence, there was a gross negligency on the part of the defendant. The plaintiff has also cross examined another witness named Chaitnya Sureshchandra Pandya, Authorized officer of IDBI Bank vide Ex.95 along with documentary list vide Ex.96. Taking into consideration, the documents produced on record vide Ex.97 is the cheque book issued by the bank for the Account No. 1006104000042909 and vide Ex.98 is the document of specimen signature of Sachin G Dasondi and vide Ex.99 is the account opening form of Account Holder and KYC Documents and Vide Ex.100 is the Account Statement from dt.24/11/2015 to dt.13/12/2016, which clearly shows that in the year 2013 the bank had issued a cheque book vide Ex.97 and above mentioned three cheques were dishonoured in the year 2016. During the cross examination, the defendant has not established that he has not given the promissory note as well as cheques.

On perusal of entire oral as well as documentary evidence produced on record and as discussed above cross examination of the defendant vide Ex.107, the defendant has clearly admitted his signature on the cheques, which were issued by him for the due amount of Rs.14,00,000/- taken from the plaintiff in piecemeal. Also taking into consideration the contention of Leave to defence filed by the defendant, which is a mere denial of the suit and as per the allegation levelled by him, he has not produced any rebuttal evidence to prove his defence. On perusal of case record, the defendant alleged that the plaintiff had misued the blank cheques issued by him for taking loan, but in this regard, the defendant had not initiated any legal proceeding for getting back the said cheques from the possession of the plaintiff or filed any police complaint or FIR for lost the said cheques. After consideration of oral as well as documentary evidence, it is clearly established that the defendant has given the cheques and promissory note for due amounts. Hence, the plaintiff is succeeds to prove the Issue No.2 in his favour, therefore, I answer Issue No.2 is in Affirmative.

For Issue No.3

To prove this issue No.3 is caste upon the plaintiff and in support of his claim, he has given his deposition on oath vide Ex.67 and produced documentary evidence vide Ex.69 to Ex-85.

The plaintiff has filed his deposition vide Ex.67, in his deposition, he is categorically stated that he has given the amount of Rs.14,00,000/- in piecemeal to the defendant. Against this, the defendant had issued the cheques as well as promissory note which is produced on record vide Ex.69 to Ex.79.

Taking into consideration the documentary evidence vide Ex.69 to Ex.79 which are the cheques along with return memo. It is clearly established that the cheques were returned due to insufficiency of funds. Furthermore, it is found on record during the course of examination that after returning of the cheque he has filed the complaint under Section 138 of NI Act, but here is no any complaints were produced on record. Also the plaintiff has examined the two witness of the different Bank vide Ex.90 as well as Ex.95, both the witnesses stated that the cheques were returned with the reason funds insufficient, therefore it is clearly established that the cheques were returned due to insufficiency of fund. After considering the oral as well as documentary evidence, it is clearly established that the said cheques were returned due to insufficient fund, therefore plaintiff succeeds to prove Issue No.3.

Furthermore, looking to the bank statement produced on record, it clearly reveals that the said cheques were returned due to insufficiency of fund. Also here in this case, this court has noted that the A/c. No. 239101000000639 of the Indian Overseas Bank is in the name of Sunita Sachin Dasondi only, even though the cheque No. 214854 of Rs.60,000/- was issued and signed by Sacin Dasanodi and said cheque was also dishonoured due to insufficiency of fund, therefore it is observed that the bank has also negligent while checking the specimen signature of drawer of the cheque, as the return memo of cheque is due to fund insufficient only. Therefore, this court has firmly believes on the oral as well as documentary evidence produced on record by the plaintiff and cross examination of the authorized officers of the bank as well as clear admission from the side of the defendant with regard to the signature on the cheque leads to prove the case of the plaintiff that the defendant had issued five cheques as mentioned in para 2 of the plaint. Hence, I answer Issue No. 3 in Affirmative.

Issue No.4

So far as concerned the Issue No.4, this court has given the answer of Issue No. 1 to 3 are in affirmative, now considering the oral evidence on record produced by the plaintiff as well as defendant, the defendant has stated that he wants to examined the one person Surekhaben, but afterward they have not examined the Surekhaben as well as her husband Rakeshbhai wherein as per the say of the defendant that at the time of issuing the cheque, he has serving with the Surekhaben. Also he has stated different story in leave to defence as well as his oral evidence. Also he stated that the plaintiff has taken the signature on blank papers, but the defendant has not initiated any legal proceedings against him. On perusal of record, it is transpires on record that once the exparte decree had also been passed against the defendant and matter went to the High Court and also as per the order of the Hon'ble High Court, the defendant had deposited the amount in the Court of Rs.4,50,000/- which is lying before the Court. Therefore, it is observed that without any transaction no one can issue any valaublе documents in favour of any person. Here is the plaintiff has examined the two bank's material witnesses they have clearly deposed that except the wife of the defendant, all the accounts are maintained by the present defendant and cheques were dishonoured due to insufficient funds as well as promissory note also being executed and signed by the defendant. Also he has admitted in his deposition, his signature, on this circumstance creates that some transactions has been made between the parties and therefore the cheques and promissory note were executed and also proved by the plaintiff that he had given the amount to the defendant. During the course of the cross examination, the defendant not established that he has not given the cheques as well as not executed the promissory note. Hence, I answer the Issue No.4 is in affirmative

(10) As mentioned above, it is clearly established that the plaintiff is proves his case by way of oral as well as documentary evidence and in absence of any rebuttal evidence by the defendant, the plaintiff is entitled to get relief as prayed for and I passed the following final order in the interest of justice.

-:ORDER:-

1. The present suit filed by the plaintiff is hereby allow.
2. The plaintiff is entitled to recover the amount from the defendant Rs.14,00,000/-. (Rupees Forteen Lakhs Only) with the simple interest of 6% p.a. from the date of institution of the suit till its realization.
3. Decree to be drawn accordingly.
4. Parties bear their own cost.

Signed and pronounced in the open Court today on the day of 1st July, 2024 at Vadodara.

Date : 01/07/2024
Place : Vadodara.

[B. R. VAGHELA]
4th Additional Sr. Civil Judge
& A.C.J.M., Vadodara.
UIC: GJ00993

/R.J.Chauhan/