

Received on : 07/09/2019
Registered on : 07/09/2019
Decided on : 05/07/2022
Duration: 02 YY 09 M 28 DD
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**IN THE COURT OF HON'BLE
PRINCIPAL SR. CIVIL JUDGE, ANAND**

SPECIAL SUMMURY SUIT NO.: 16/2019

Exh. No. 28

Plaintiff

UCO BANK

A Body Corporate, duly incorporated under the provision of the Banking Companies Act, 1970 and having its head office at : Kolkata and branches amongst others at Anand Branch, having address at

Station Road, Anand Tal. & Dist. Anand

Versus

Defendants

1. Ashwamegh Co-operative Credit Society
Shop No. 2, Kundan Apartment, Vinayak Road,
Near Vinayak Mandir, Bhayander West,
Mumbai, Maharashtra
2. Suresh M. Shah
Shop No. 2, Kundan Apartment, Vinayak Road,
Near Vinayak Mandir, Bhayander West,
Mumbai, Maharashtra
3. Mehul M. Shah
Shop No. 2, Kundan Apartment, Vinayak Road,
Near Vinayak Mandir, Bhayander West,
Mumbai, Maharashtra

Appearance :

Mrs. S. G. Joshi, Learned Advocate for the plaintiff.

Ex-parte for the defendants.

SUMMARY SUIT FOR THE RECOVERY OF RS. 10,30,656/-

:: Judgment ::

1. The present suit has been instituted by the plaintiff against the defendants for recovery of an amount of Rs. 10,30,656/- along with an interest @ 11%.

The brief facts of the plaintiff's case is that the plaintiff is a body corporate, constituted under the provision Banking Companies (Acquisition and Transfer of undertaking) Act 1970 having its Head Office at Kolkata and one of its branches is amongst others at Anand, having address at Station Road, Anand Tal. & Dist. Anand. The plaintiff bank dealing in Banking Business like to maintain Bank Account and to provide financial assistance.

2. Defendant No. 1 Ashwamegh Co.Op. Credit Society Limited maintaining account with plaintiff bank by the account no. 00820210001110. The defendant no. 2 & 3 are chairman and secretary of the defendant no.1 society. That the defendant has played fraud with plaintiff by presenting Demand Draft endorsed in favour of Ashwamegh Co.Op. issued by Cadbury India Limited (Now Mondelez India Foods Private Limited) in favour of third person towards Capital Reduction amount. The total amount of Rs. 39,07,579=50 of demand draft has been wrongly endorsed in favour of Ashwamedh Co-Operative Credit Society and presented

for collection purposes and credited in Account of defendant. The plaintiff has requested defendants to refund the sia amount and request to pay the said amount. That on the basis of said request the defendant has issued cheques which is mentioned in para 3 of main petition at Exh.1. The accused had assured and promised to the plaintiff that the said cheque will get honoured as and when it will be deposited in the bank for clearance but the said cheque was dishonoured and was returned back unpaid to complainant's bank on 19/12/2017, 21/12/2017 and 22/12/2017 with the reason of "Funds Insufficient". That out of aforesaid cheques amount, the plaintiff has paid Rs. 31,25,779/- and at present amount of Rs. 8,44,800/- is due.

3. The defendants though duly served with the summons , but they have not appeared before the court and they have not contested the suit in any way. Thereafter, the suit has been proceeded against the defendants as an ex-parte.

4. The plaintiff has produced following oral and documentary evidence in support of their case.

Plaintiff's Evidence :-

Oral Evidence :

Exh.12	Affidavit of examination in chief of Rajnish Kumar Branch Manager UCO Bank, Anand
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Documentary Evidences :-

Sr. No.	Exh.	Details
1	18	Letter of Mondelez International
2	19	Original Cheque
3	20	Original Cheque
4	21	Original Cheque
5	22	Original Cheque
6	23	Original Cheque
7	24	Original Cheque
8	25	Original Cheque

5. The learned advocate of the plaintiff has stated that he does not want to produce more evidences in this regard.
6. The defendant had not produced any evidence in spite of several opportunities. Hence, the stage of producing evidence by the defendant was closed.

: Reasons :-

7. Defendant No. 1 Ashwamegh Co.Op. Credit Society Limited maintaining account with plaintiff bank by the account no. 00820210001110. The defendant no. 2 & 3 are chairman and secretary of the defendant no.1 society. That the defendant has played fraud with plaintiff by presenting Demand Draft endorsed in favour of Ashwamegh Co.Op. issued by Cadbury India Limited (Now Mondelez India Foods Private Limited) in favour of third person towards Capital Reduction amount. The total amount of Rs. 39,07,579=50 of demand draft has been wrongly endorsed in

favour of Ashwamedh Co-Operative Credit Society and presented for collection purposes and credited in Account of defendant. The plaintiff has requested defendants to refund the said amount and request to pay the said amount. That on the basis of said request the defendant has issued cheques which is mentioned in para 3 of main petition at Exh.1. The accused had assured and promised to the plaintiff that the said cheque will get honoured as and when it will be deposited in the bank for clearance but the said cheque was dishonoured and was returned back unpaid to complainant's bank on 19/12/2017, 21/12/2017 and 22/12/2017 with the reason of "Funds Insufficient". That out of aforesaid cheques amount, the plaintiff has paid Rs. 31,25,779/- and at present amount of Rs. 8,44,800/- is due and interest of Rs.1,85,856/- is also due therefore, total amount of Rs. 10,30,656/- is due. Therefore, plaintiff has filed the said suit for the recovery of the said amount.

8. The defendant has not chosen to appear in the present summary suit after due service of summons. Defendant has not opted to file any appearance within 10 days and therefore has resulted in the contents/averments of the plaint being deemed to be true and by operation of CPC admitted by defendant and therefore plaintiff has become legitimately entitled to a judgment/decree for the sum/amount as prayed for by the plaintiff in the present

proceedings. Therefore, this Court is of the view that the plaintiff is entitled for the judgment and decree for Rs. 10,36,656/- (Rs. Ten Lacs Thirty Six Thousand Six Hundred and Fifty Six Only) as prayed for.

9. After going through the affidavit in lieu of oral examination in chief of plaintiff and after going through the case-materials and in view of the findings, this Court pass the following final order :-

:ORDER:-

1. The plaintiff's Special Summary Suit is hereby partly allowed.
2. The defendants are hereby ordered to pay Rs. 10,36,656/- (Rs. Ten Lacs Thirty Six Thousand Six Hundred and Fifty Six Only) to the plaintiff and also pay interest at the rate of **7%** from the date of filing of the suit till the date of realization.
3. Decree to be drawn accordingly.
4. Cost of the suit bear by defendants.

Signed and Pronounced in the open Court on this 5th day
of July, 2022

Place : Anand
Date : 05/07/2022

Narendrakumar G. Parmar
PRINCIPAL SR. CIVIL JUDGE,
ANAND
(UIC No. GJ00869)