

**IN THE COURT OF THE II ADDL. JUNIOR CIVIL JUDGE-CUM
II ADDL. JUDICIAL MAGISTRATE OF FIRST CLASS, AT KUSHAIGUDA.**

PRESENT: **SMT. J. PRASANTHI**
II Addl. Junior Civil Judge-cum
II Addl. Judicial Magistrate of First Class,
At Kushaiguda.

Thursday, this the 10th day of April, 2025.

Original Suit No.456 of 2020

Between:

State Bank of India, SME Cherlapally, Udai Square,
Plot 3A/3B, EC Nagar X Road, Hyderabad.
Rep by its Manager, Sri. V.L.N. Srinivasa Murthy,
S/o. V.V. Nagabhushana Rao.

.....Plaintiff.

A N D

Mr. Shaik Khalidbaba, S/o. Khajamiya Shaik,
aged about 37 years, Occ: Pvt. Employee,
Plot No.80, Yadireddy Thota, Kamalanagar,
Vanasthalipuram, Hyderabad – 500 070.

.....Defendant

*This suit came before me on **07-04-2025** for final hearing in the presence of **Smt. R. Aruna, Counsel for the Plaintiff** and the **Defendant is set ex-parte**. The matter having stood over for consideration to this day, this Court delivered the following:*

J U D G M E N T

1. This suit is filed by the plaintiff bank for recovery of Rs.5,10,979/- (Rupees Five Lakhs Ten Thousand Nine Hundred and Seventy Nine only) along with interest @9.80% per annum and to award costs of this suit.

2. **The averments made in the plaint, in brief are as follows:-**

On 10-12-2018 the defendant had approached the plaintiff bank for financial assistance for purchase of Maruti Dzire Car. The Plaintiff bank

sanctioned a loan of Rs.10,50,000/- (Rupees Ten Lakhs Fifty Thousand Only) vide loan account no.38129772539 on 15-12-2018. On sanctioning of said loan amount to the defendant, he had executed Loan cum Hypothecation agreement relating to the terms of loan. On execution of documents by the defendant, the plaintiff bank disbursed the said loan amount to him on 15-12-2018. The Defendant purchased New Maruti Dzire Car and registered with Road Transport Authorities, Hyderabad. The defendant failed to honor the terms of the suit loan agreement and failed to repay the loan amount as agreed, inspite of repeated demands. The plaintiff seized the car and auctioned the same. On 24-10-2019 the sale proceeds were adjusted into the loan account. Hence, the plaintiff bank got issued a legal notice dated: 02-01-2020 demanding the defendant to repay the loan amount plus accrued interest, but the defendant failed to comply the demand made in notice. Hence this suit.

3. The Defendant set exparte by way of paper publication, thereafter no petition is filed to set aside the exparte order dt: 05-08-2024 against the defendant. In order to prove the suit claim the manager of plaintiff bank was examined as PW1 and Ex.A1 to Ex.A6 documents got marked on his behalf.

4. Heard the learned counsel for the plaintiff bank and perused the documents.

5. **Now the points for determination are:-**

1). Whether plaintiff bank is entitled to recover the suit amount with interest as prayed for?

2). To what relief?

6. **Point No.1:**

It is the case of the plaintiff bank that the defendant approached the plaintiff bank and borrowed loan for purchase of Maruti Dzire Car of Rs.10,50,000/- after executing documents, but the defendant failed to repay the loan amount as per the agreed terms inspite of repeated demands and issuance of legal notice and the defendant liable to repay the loan amount to the plaintiff bank. As stated supra the defendant set exparte.

7. The plaintiff bank, in order to substantiate its case examined it's manager as PW1 and got marked Ex.A1 to Ex.A6 documents, among them Ex.A1 is loan application dt: 10/12/2018 which was executed by the defendant, shows that defendant submitted an application to the plaintiff bank for loan, Ex.A2 is Original Arrangement letter dt: 15/12/2018, Ex.A4 is the office copy of legal notice dt: 02/01/2020, which shows that the plaintiff bank issued the said legal notice demanding the defendant to repay the same. Ex.A6 is the statement of account dt: 29/02/2020, which shows that the defendant is due of suit amount on the date of filing of the suit.

8. The manager of the plaintiff bank was examined as PW1 and in his chief examination he reiterated the contents of plaint averments. As the defendant remained exparte and the entire evidence of PW1 remained intact. However the plaintiff bank has to prove his case on his own and not to depend on the weaknesses of the defendant. A perusal of the

documents of plaintiff bank under Ex.A1 to Ex.A6, clinchingly proves that the defendant availed loan of Rs.10,50,000/- agreeing to repay the same with interest, but the defendant committed default in repayment of loan amount and the defendant did not come forward to repay the loan, even though legal notice was issued by the plaintiff bank for balance loan amount. Further the testimony of the plaintiff, both oral and documentary evidence, remained unrebutted. Therefore, in the absence of any contra evidence produced on behalf of the defendant and in view of the evidence of PW1 coupled with Ex.A1 to Ex.A6, which found to be reliable and convincing, the plaintiff bank is entitled to the suit claim. This point is answered in favour of the plaintiff bank.

9. **Point No.2:**

In the result, the suit is decreed in favour of plaintiff directing the defendant to pay Rs.5,10,979/- (Rupees Five Lakhs Ten Thousand Nine Hundred and Seventy Nine only) to plaintiff with 9.80% per annum interest over the principle sum adjudged being Rs.5,10,979/- from date of institution of this suit to till date of decree and thereafter at the rate of 6% per annum from the date of decree till date of realization over the balance due. No cost.

*Typed on my dictation by Stenographer, corrected and pronounced by me in the open Court on this the **10th** day of **April, 2025**.*

II Addl. Junior Civil Judge-cum
II Addl. Judicial Magistrate of First Class
At Kushaiguda.

APPENDIX OF EVIDENCE
WITNESSES EXAMINED FOR

PLAINTIFF

PW-1 – Kaveti Narasimha Mani Kumar

DEFENDANTS

None.

EXHIBITS MARKED FOR

PLAINTIFF:-

- Ex.A1 : Original Loan application dt: 10.12.2018.
Ex.A2 : Original Arrangement Letter, Dt: 15.12.2018
Ex.A3 : Original Loan cum Hypothecation agreement, Dt: 15.12.2018.
Ex.A4 : Office copy of Legal Notice along with Original postal receipt,
Dt: 02-01-2020.
Ex.A5 : Original Postal returned cover, Dt: 06.01.2020.
Ex.A6 : Statement of Account, Dt: 29-02-2020.

DEFENDANTS: - NIL -

II Addl. Junior Civil Judge-cum
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At Kushaiguda