GJVD170011562024	RECEIVED ON	:	17.09.2024
	REGISTERED ON	:	17.09.2024
	DECIDED ON	:	22.01.2025
	DURATION	:	00 04 03 YY MM DD

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IN THE COURT OF ADDL. JUDGE, SMALL CAUSES COURT VADODARA.

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SMST-R No. 215 OF 2024.

Exhibit:-_____

PLAINTIFF:-
State Bank of India
A Bank Constituted under
The State Bank of India Act, 1955
Having Its once of the Branch
SMECC Branch, 6th Floor,
Commerce Centre, Opp. BBC Tower,
Sayajigunj, Vadodara.
Through its Authorized Officer
Mr. Bikas Kumar Bhalotia

Versus

DEFENDANT:-
Mrs. Gitaben Vipinsinh Dodiya
Address: 30/354 EWS Quarter,
Opp. Pramukh Swami Society,
Atladra, Vadodara.

ADVOCATES:-
Mr. A.B. Panchal, Ld. Advocate for plaintiff.
Ex-parte for the defendant.

SUIT FOR RECOVERY OF Rs. 3,11,341/- UNDER ORDER-37 OF THE CIVIL PROCEDURE CODE.

:: J U D G M E N T ::

(1) The plaintiff–bank has filed this suit under the Provision of **Order–37 of the Civil Procedure Code** for recovery of **3,11,341/–** with interest accruing thereon @12.40% p.a. till actual realization. The short facts narrated in the present suit are as under :–

(2) The plaintiff, a branch of the State Bank of India, provided a Cash Credit Loan facility to the defendant under the Vajpayee Bankable Yojna Swarojgar Loan Sahay scheme. The loan amount of Rs. 3,50,000/– was sanctioned, and the defendant agreed to repay the loan. Initially, the defendant made payments, but subsequently stopped making installment payments and failed to repay the loan amount. As a result, the loan account was classified as a Non–Performing Asset (NPA) on 28.01.2024. The plaintiff sent reminders to the defendant to clear the outstanding dues, but the defendant failed to repay the outstanding amount. Despite receiving a notice dated 07.02.2024, to regularize the loan account, the defendant did not respond or repay the loan amount. Hence, the plaintiff–bank has filed the

present suit for recovery of Rs. 3,11,341/- from the defendant, along with interest at the rate of 12.40% per annum until the realization of the entire suit amount.

(3) The court issued summons for appearance upon the defendant as prescribed under the provisions of Order XXXVII Rule 2 of the Code of Civil Procedure, which was served upon the defendant on 09.10.2024. However, the defendant neither appeared in response to the summons for appearance nor filed an address for service as laid down under the provisions of Order XXXVII, Rule 3 of the Code of Civil Procedure.

(4) The plaintiff has submitted an application at Exh. 06 in accordance with the pleadings in the plaint. It is submitted that the Plaintiff has filed the present suit and has sought relief of decree in its favour in accordance with the provisions of O.37 of the Code of Civil Procedure. It is submitted that as the defendant failed to appear within the prescribed period the allegations in the plaint are deemed to be admitted and the plaintiff is entitled to decree for the sum mentioned in the plaint.

(5) The plaintiff has produced documentary evidence to prove its case. On perusal of the evidence placed on record, original Loan application form is produced at Exh. 08, original Arrangement Letter is produced vide Exh. 09, original Agreement of Loan cum hypothecation is produced vide Exh. 10, original legal notice is produced vide Exh. 11, copy of statement of account is produced at Exh. 12.

(6) As per the provisions of Order XXXVII Rule 3(1) of the Code of Civil Procedure, a defendants may at any time within 10 days of the service of the summons enter an appearance either in person or by pleader and shall file address for service of notice. Order XXXVII Rule 2(3) provides that in default of the defendants in entering appearance the allegations in the plaint shall be deemed to be admitted and the plaintiff-bank shall be entitled to a decree for a sum together with interest at the rate specified.

(7) In the facts and circumstances of the present case, summons was issued upon the defendant but defendant is avoiding the service of the summons and the defendant neither appeared before the court nor filed an address for

service in response to the summons for appearance within the time prescribed. Under these circumstances, the plaintiff-bank is entitled to a decree for the sum as prayed for. The plaintiff-bank has produced the document vide Exh. 09, related to rate of contractual interest, from which, it transpires that, the rate of 12.40% interest per annum were agreed upon by both the parties, but the rate of interest of 12.40% per annum is very high, therefore considering the present situation, it would be just and proper to hold that, plaintiff-bank is entitled to get interest at the rate of 6% p.a., from the date of suit till date of decree. Hence, I pass the following final order.

:: ORDER ::

1. The plaintiff's suit bearing Summary Suit No. 215/2024 is hereby decreed under the Provision of Rule 2(3) Order XXXVII of the Civil Procedure Code.

2. The plaintiff-bank do recover an amount of **Rs. 3,11,341/- (Rupees Three Lakh Eleven Thousand Three Hundred Forty One Only)** from the defendant with interest **@6%** per annum from date of the suit till realization of the decretal amount.

3. The defendant has to pay the costs of the plaintiff–bank and also bear his own costs.

4. Decree to be drawn up accordingly.

Signed and pronounced in the open Court today
on the **22nd** day of **January**, **2025**.

Date:22.01.2025	**Smitabahen Prakashchandra Patel**
Place: Vadodara	Addl. Judge, Small Cause Court, Vadodara. (Code No. GJ0 1123)

/A.H. Alam/