HRHSB20018402026

Presented on	: 11-09-2024
Registered on	: 11-09-2024
Civil Suit No.	: 845-CS/11.09.2024/ 12.01.2026
Decided on	: 19-08-2026
Duration	: 1 years, 11 months, 8 days
Decision	: **Exparte Decreed with Costs**

IN THE COURT OF
Additional Civil Judge (Senior Division) AT Barwala,Hisar
Presided Over by Sh. Rakesh Kumar

CS/1655/2026

Exhibit No.:

State Bank of India, a Corporate Body, constituted under State Bank of India Act, 1955 (Act no. XXIII of 1955) having its Corporate Centre at Madam Cama Road, Mumbai, Local Head Office inter-alia at Chandigarh and one of its Branches amongst other places at **Saniyana** through its Manager and Principal Officer.

.....**Plaintiff Bank**

Versus

Amit Kumar @ Amit S/o Rameshwar S/o Ramji Lal R/o Chamar Khera, Tehsil Uklana, District Hisar.

….**Defendant**

Suit for Recovery

Present: Sh. Sandip Kumar Advocate for the plaintiff.
Defendant already ex parte vide order dated 25.09.2025.

JUDGMENT

The plaintiff-bank through its Authorized Representative namely **Sh. Anup Kalwania**, Manager, Principal Officer and duly constituted attorney of the plaintiff- Bank, Branch **Saniyana** has filed the present suit for recovery of **₹1,45,392/- (Rs. One Lac Forty Five Thousand Three Hundred Ninety Two Only)** including interest calculated up to 07.08.2024 along with pendent-lite and future interest @ 11.90% p.a. (including 2% penal interest) with half yearly rests on Credit Card Limit/Crop Loan (KCC) amount by sale of Mortgaged Land measuring 9K-14M situated at Village **Chamar Khera**, Tehsil Uklana, Distt. Hisar and by sale of Hypothecated Crops and other properties and assets of the Defendant; on the basis of copy of statement of account, oral and other documentary evidence of all kind.

2. It is the case of the plaintiff that the Defendant/Borrower applied to the plaintiff Bank for a loan of Rs. **1,25,000/- (Rs. One Lac Twenty Five Thousand Only) for Crop loan-Cash Credit Limit (KCC)** loan facility and beside Hypothecation of Crops he also offered collateral security of land measuring **9K-14M** situated at Village Chamar Khera, Tehsil Uklana, Distt. Hisar. The plaintiff Bank considered the request of the Defendant and sanctioned the loans of Rs. 1,25,000/- for Cash Credit Limit/Crop Loan (KCC) loan facility. In consideration of having agreed to grant loan of above mentioned loans by the plaintiff Bank to the Defendant, he executed the following loan documents in favour of Plaintiff-Bank for valuable consideration:

Cash Credit Limit/Crop Loan (KCC)

i) Agreement for Hypothecation dated 1.6.2019.

3. In terms of these loan security, the Defendant/Borrower agreed to hypothecate the Agriculture Crops. The Defendant/Borrower further agreed to repay the Cash Credit Limit/Crop Loan (KCC) on demand or harvesting of each Rabi & Kharif Crop with interest at the rate of **3.25**% over MCLR above the Bank of India advance Rate, rising and falling therewith, with a minimum of @ **11.70**% p.a. with half yearly rest subject to variation from time to time as per RBI guidelines/directives. The defendant/borrower further agreed that in case of default in payment of loan installment, penal interest at 2% above the effective rate of interest will be charged on the default amount or on the irregular portion of the account from due(s) to the date of payment. If interest is not paid on the due date(s) compound interest would be charged. The present rate of interest is **11.90% p.a.** with half yearly rests being claimed by the plaintiff Bank as per RBI directives. In order to indemnify and further secure the loans, the Defendant mortgaged his agricultural land measuring **9K-14M** situated at Village Chamar Khera, Tehsil Uklana, Distt. Hisar in favour of plaintiff Bank vide registered Mortgage Deed no. **584** dated **28.05.2019** as a collateral security for the repayment of loans amount. Details of mortgaged land is given in detail in Para no. 6 (h) of the plaint. It is pertinent to mention here that charge of plaintiff Bank in respect of the land mortgaged was recorded in the Revenue Records as per Rapat No. 72

dated 29.05.2019 given by the Patwari Halqua. Original Registered Mortgage Deed no. **584** dated **28.05.2019**, report of Patwari Halqa and jamabandi wherein lien of the plaintiff is marked is attached herewith plaint. In pursuance of the execution of loan security documents and creation of mortgage by the defendant, Rs. 1,25,000/- for Cash Credit Limit/Crop Loan (KCC) loan facility were disbursed by the plaintiff bank to the defendant. The amounts so lent were debited in the loan accounts opened in the name of defendant. The interest accrued and other incidental charges recoverable from him were also debited in these loan accounts. The payments made by the defendant/borrower from time to time, if any, were credited in loan accounts as shown in the statement of account attached with the plaint. Further, in utter disregard & flagrant violation of the above mentioned loan documents by the Defendant and despite exercise of due diligence by way of repeated requests, reminders and persistent persuasions by the plaintiff Bank from time to time, Defendant has miserably failed to adhere to the repayment schedule of installments to the Loan Accounts and is in defaults/arrears of numerous over-due installments in the loan accounts. The defendant did not adhere to the financial discipline of the plaintiff bank. He did not pay the Cash Credit Limit (KCC) amount and failed in paying installments on his due dates as agreed. The plaintiff Bank made several requests and demands upon the Defendant but he did not pay any heeds to the requests of the plaintiff Bank. The plaintiff Bank has now been left with no other alternative but to file the present suit against the Defendant. Hence the present suit. Now, an amount of Rs. 1,45,392/- was/is due and outstanding in the said Loan accounts of the defendant which is as under:

Cash Credit Limit/Crop Loan (KCC)

4. An amount of Rs. 1,45,392/- **is due and outstanding in the above stated loan account of the** defendant as on dated 07.08.2024.

5. That the plaintiff Bank is also entitled to recover its dues from the defendant together with costs, interest etc. by sale of Hypothecated Crops and mortgaged property, full particulars of which have been given above and other properties and assets of the defendant. The defendant executed the loan security documents and availed the loans on 1.6.2019 and the plaintiff bank has also got the limitation on each and every date when the defendant himself or through his agent deposited and withdraw any amount in the loan accounts as such the suit of the plaintiff Bank is well within limitation from each and every angle. Even otherwise the suit can be filled within twelve years on the basis of the deed of mortgage of the land under Order 34 of CPC. The **cause of action** arose to the plaintiff Bank at Chamar Khera, Tehsil Uklana, Distt. Hisar on dated **1.6.2019** when the Defendant availed the loan and executed loan security documents. The cause of action also arose on various dated, when the Defendant did not pay the loan amount on agreed terms. Even otherwise

as the property/land is mortgaged with plaintiff Bank, **therefore, the suit can be filed within twelve years as per the law of limitation**.

6. None appeared on behalf of defendant despite due service of notice and accordingly, defendant was proceeded against ex-parte, vide order of the Court dated 25.09.2025.

7. In order to prove its case against the defendant, the plaintiff-bank examined **Ms. Pooja**, authorized person of plaintiff-bank as **PW1** who stepped into the witness box and furnished his affidavit exhibit **PW1/A** in his examination-in-chief, wherein he reiterated the version of the plaint in letter and spirit. He also furnished on record the following documentary evidence:-

Exhibit P1:	*Account statement*
Exhibit P2:	*Loan Application Form*
Exhibit P3:	*Hypothecation Agreement*
Exhibit P4:	*Letter of Arrangement*
Exhibit P5:	*Mortgage Deed*
Exhibit P6:	*Mutation Letter*
Exhibit P7:	*Copy of Jamabandi for the year 2015-2016*
*Exhibit **P8**:*	*Copy of Aadhar Card of Amit*

8. Thereafter, ld. counsel for the plaintiff closed the ex-parte evidence of plaintiff, vide separately recorded statement dated 25.09.2025.

9. Arguments heard. Case file perused. Starting the line of arguments, the learned counsel for plaintiff – bank has vehemently argued that the defendant had borrowed the loan amounting to **₹1,25,000/-** for **Cash Credit Limit/ Crop Loan (KCC)**. Consequent to sanctioning of loans

by the plaintiff–bank, defendant had executed Hypothecation Agreement, Letter of Arrangement, Undertaking, Loan Security etc. in favour of plaintiff – bank. Further, it is argued that the plaintiff – bank has duly proved its case by way of oral as well as documentary evidence. Hence, no doubt is left that defendant is liable to repay the remaining loan amount along-with interest.

10. Now coming to the facts of the present case, it is clear from the perusal of **exhibits P1 to P8** i.e. application for loan and other documents that defendant had applied for loan of ₹1,25,000/-under **Cash Credit Card/Crop Loan (KCC)**; Sanction Order would reveal that the plaintiff bank had sanctioned loan of ₹1,25,000/- in favour of the defendant. The KCC loan was repayable with interest @**11.70**% per annum with half yearly rest. Present rate of interest claimed by the plaintiff bank is 11.90% p.a. with half yearly rests. The **cause of action** to file the suit for recovery would have accrued in favour of plaintiff bank on **1.6.2019** when the defendant availed the loan and executed loan security documents. Now we will proceed to examine as to whether the present suit having been filed on **11.09.2024**, is within the prescribed period or not. The defendant mortgaged his agricultural land in favour of plaintiff-bank on **1.6.2019 vide registered mortgage deed no. 584 dated 28.05.2019**. The present suit has been filed to enforce payment of money secured by mortgage. **As per Article 62 of the Schedule of the Limitation**

Act, the prescribed period for the aforesaid suit is 12 years from the date when the money sued for becomes due. The present suit having been filed on **11.09.2024 for crop loan (KCC)** is thus within time. Hence, the present suit filed by the plaintiff-bank is within limitation and hence, the present suit is completely maintainable.

11. Now we will proceed to examine the extent of liability of the defendant towards the plaintiff-bank. In this regard, upon perusal of **exhibit P1** net closure amount report of the loan account, it emerges that on **07.08.2024**, defendant was in arrears of Rs. **1,45,392**/- under KCC loan, including interest calculated up to 07.08.2024 towards the plaintiff-bank. Since the loans were sanctioned for agricultural purposes, therefore, this Court is of the view that ends of justice would be met, if interest on the dues outstanding from the defendant towards the plaintiff-bank is charged @**10.00**% per annum from the date of filing of the suit till today i.e. date of judgment and the **future interest** @ 9% per annum from today till the date of actual realization of the decretal sum, together with costs. The entire documentary evidence led by the plaintiff-bank has gone unrebutted and unchallenged by the defendant and, hence, this Court is of the view that the plaintiff-bank has been successful in proving its case against the defendant.

12. In light of the aforesaid discussion, the present suit is **decreed ex-parte with costs** to the effect that the plaintiff bank is held entitled to a

decree of **₹1,45,392**/- under KCC loan, including interest calculated up to 07.08.2024 @**10.00**% per annum from the date of filing of the suit till today i.e. date of judgment and the future interest @ 9% per annum from today till the date of actual realization of the decretal sum, together with costs. In case, defendant fail to repay the abovesaid amount, the plaintiff-bank is at liberty to recover the same by way of sale of mortgaged Agricultural land measuring 9K-14M situated at Village Chamar Khera, Tehsil Uklana, District Hisar or by sale of hypothecated crops and other properties and assets of the defendant. Decree sheet be prepared accordingly. Original unexhibited documents be returned to the plaintiff bank as per rules after retaining the photocopy of the same on the file for record. The amount lying undisbursed, if any be disbursed as per rules. Summoned file, if any be detached and sent to the quarter concerned. **File be consigned to record room after due compliance.**

Pronounced in open Court: (Rakesh Kumar),
Twinkle, Stenographer Gr. II Additional Civil Judge (Sr. Divn.),
Date of Decision: 19.08.2026 Barwala/ U.I.D.No.HR0448

Note: This judgment consists of **9** pages and each page has been checked and signed by me.

(Rakesh Kumar),
Twinkle, Stenographer Gr. II Additional Civil Judge (Sr. Divn.),
Date of Decision: 19.08.2026 Barwala/ U.I.D.No.HR0448

TWINKLE KUKREJA
Digitally signed by TWINKLE KUKREJA
Date: 2026.08.21 15:07:07 +0530

(Rakesh Kumar)
ACJ(SD) Barwala/19.08.2026
UID No. HR-0448