:-ORIGINAL DECREE:-

IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE,
KHAMBHAT, AT,ANAND.

S.M.S.T. R .No:-49 of 2025

Ex.-07

Plaintiff(s) :

GUJARAT GRAMIN BANK
KALAMSAR BRANCH,DIST.ANAND
THROUGH ITS AUTHORIZED SIGNATORY
MR. FARUKH NIRBAN BRANCH MANAGER

Versus

Defendant(s):

1. MR. RAJESHKUMAR AMBALAL PARMAR
RESIDING AT:AT: KHODIYARPURA, KALAMSAR,
TALUKA: KHAMBHAT,DISTRICT: ANAND-388640.

2. MR. KIRITBHAI JAYANTIBHAI SADHU
3. MR. RAMANBHAI BHAGVANBHAI SOLANKI
BOTH RESIDING AT: RAMJI MANDIRVALU FALIYU,
VILLAGE:KALAMSAR,TALUKA: KHAMBHAT,
DISTRICT: ANAND-388640.

Appearance :
Mr. Sapan Teredesai, Learned Advocate for the Plaintiff.
Defendant – Ex-parte.

SUMMARY SUIT TO RECOVER RS.87,300.00/-

CAUSE OF ACTION AND PRAYER:-

1. Plaintiff is a body corporate, constituted under the provisions Banking Companies (Acquisition and transfer of undertaking) Act 1970 having its HEAD OFFICE AT VADODARA and one of its branches is amongst others at KALAMSAR BRANCH, DIST. ANAND.

2. That the Defendant is the borrower who has borrowed money from the Plaintiff for the KISAN CREDT CARD LOAN FOR THE PURPOSE OF CROP CULTIVATION for securing the payment due on advances made by the Plaintiff's KALAMSAR BRANCH, DIST. ANAND.

3. At the request of defendant, the Plaintiff bank had granted and Sanction KISAN CREDT CARD LOAN FOR THE PURPOSE OF CROP CULTIVATION on 27.12.2014 of RS. 80,000/- (RUPEES EIGHTY THOUSAND ONLY) and in consideration the defendant executed the following documents:-

4. That as per the Instrument of Hypothecation of Standing Crops dated 27.12.2014, the defendant has agreed to repay the KISAN CREDT CARD LOAN FOR THE PURPOSE OF CROP CULTIVATION of RS. 80,000/- (RUPEES EIGHTY THOUSAND ONLY) with variable rate of interest @ 7.00% P.A. That as per the last approved rate of interest applicable as on date of the suit the outstanding amount i.e. RS. 87,300.00/- (RUPEES EIGHTY SEVEN THOUSAND AND THREE HUNDRED ONLY) that due to non-regularization of the installments the defendant is further liable for an addition overdue interest @ 2% P.A. Original of the Loan Statement is attached with the Suit.

5. That the Defendants were bound to pay [First Installment Starting Date] the amounts of KISAN CREDT CARD LOAN from 29.12.2015 but the defendants have not paid the installments or any amount since after 27.09.2021 to till date and have breached the Agreement executed by them. That the plaintiff has given many reminders but the defendant has not repaid any amount. Original of the said account statement is annexed hereto and marked 4/10.

6. CAUSE OF ACTION arose at KALAMSAR, 1st when the Application was given for a KISAN CREDT CARD LOAN on dated 27.12.2014, then 2nd when the documents were drawn and disbursement was given from dated 29.12.2014, 3rd then the Defendants had stopped repaying the installment from dated 27.09.2021 and thereafter 4th when the defendant had acknowledged the continuing debt as on 06.11.2023 and the onwards till date of filling this suit no repayment has been incurred by the defendants is continuing till today & hence the defendants is to be legally compelled to Pay their respective Loan Amount.

7. REASONS WHEREFOR PLAINTIFFS PRAYS FOR JUDGEMENT AND JOIN SEVERAL DECREE AGAINST THE DEFENDANT FOR: -

   i) The Outstanding debt of the Defendant for the sum RS. 87,300.00/- (RUPEES EIGHTY SEVEN THOUSAND AND THREE HUNDRED ONLY) along with the amount outstanding till the date of realization of the amount as per the loan agreement to be recovered from the movable and immovable assets of the defendant. Further interest at @ 7.00% P.A. from the date of filing the suit till payment along with the Overdue Interest of 2% as per the Agreement.

   ii) All cost incidental to the suit.

   ii) Any other relief in favor of the Plaintiff this Honorable Court may deem fit to grant in this Suit.

તા.૨૫/૦૯/૨૦૨૫ ના રોજ આ દાવો પ્રિન્સીપાલ સિનિયર સીવીલ જજ સાહેબ, ખંભાતની રૂબરૂ ઠરાવ માટે આવતા આંક –૧ ના હુકમ મુજબ હુકમનામું કરી આપવામાં આવે છે કેઃ–

–0: હુકમ 0 :–

૧. આથી વાદીની દાવાઅરજી મંજુર કરવામાં આવે છે.

૨. આથી વાદી પ્રતિવાદીઓ પાસેથી રૂા.૮૭,૩૦૦/– દાવા તારીખથી વસુલ થતા સુધી વાર્ષીક ૦૭ ટકાના વ્યાજ સહિત વસુલ મેળવવા હુકમ કરવામાં આવે છે.

૩. પ્રતિવાદીએ પોતાનુ ખર્ચ જાતે ભોગવવુ તથા વાદીનું ખર્ચ પ્રતિવાદીએ ભોગવવુ.

-:BILL OF COAST:-

Sr.No.	Cost Detail of Applicant	Rs.	Sr.No.	Cost Detail of Opponent	Rs.
1	Stamp on Suit Application	Rs.5650/-	1	Stamp on Suit Application	Rs.00/-
2	Satmp on Vakalatnama	Rs.02/-	2	Satmp on Vakalatnama	Rs.00/-
3	Advocate Fee	Rs.550/-	3	Advocate Fee	Rs.00/-
4	Process Fee	Rs.00/-	4	Process Fee	Rs.00/-
	Total	Rs.6202/-		Total	Rs.00/-

Appearance :
Mr. Sapan Teredesai, Learned Advocate for the Plaintiff.
Defendant – Ex-parte.

Given under my hand and the seal of the Court, this 25th September 2025.

Award Drawn by

(B.K.Rao)
Assistant

Award Comp by.

(S.A.Shaikh)
Suptd.

(B.H.Odedra)
Principal Sr. Civil Judge
Khambhat
(**Code No. 00804**)