IN THE COURT OF AAKRITI VERMA, CIVIL JUDGE, JR. DIVISION, PALWAL, UID: HR 0498

HRPL020014232020

Presented on : 16-10-2020
Registered on : 16-10-2020
Decided on : 22-07-2026
Duration : 5 years, 9 months, 6 days

Sarva Haryana Gramin Bank with its Head office at Rohtak, District Rohtak of Haryana State and a branch at Village Chandhut, Tehsil Palwal, District Palwal through Sh. Anoop Singh, Lawful attorney and manager of the bank resident of House No. 731, Aadarsh Nagar, Old Power House, Rewari, Distt. Rewari now resident of Palwal, Tehsil Palwal, District Palwal.

....Plaintiff.

Vs.

1. Nahar Singh, Son of Shri Ganga Lal, Resident of Village Chandhut, Tehsil Palwal, Distt Palwal, now deceased represented by its LR namely:-
(a) Prithi, S/o Late Nahar Singh, resident of Village Chandhut, Tehsil and District Palwal.

2. Jawahar Singh, Son of Shri Man Singh, Resident of Village Chandhut, Tehsil Palwal, Distt. Palwal.

3. Mahender, Son of Shri Attar Singh, Resident of Village Chandhut, Tehsil Palwal, Distt. Palwal now deceased represented by its LR namely:-
(a) Shri Raj Kumar, son of Late Mahender, resident of Village Chandhut, Tehsil Palwal and District Palwal.

…..Defendants/Sureties.

SUIT FOR RECOVERY OF RS. 2,45,838/-

Present: Shri AK Goyal, Counsel for plaintiff.
Defendants No. 1 (a) and 3(a) *exparte* vide order dated 11.09.2024.
Defendant no. 2 *exparte* vide order dated 24.04.2023.

JUDGMENT: -

The plaintiff bank has filed the present suit seeking a decree for recovery of Rs.2,45,838/- along with interest @ 14.50 % per annum.

2. Briefly, it is the case of the Plaintiff that plaintiff is a bank constituted and functioning under the Regional Rural Bank Act 1976 (Act no-21 of 1976) having its Head office situated at Rohtak, Distt Rohtak of Haryana State and a Branch at village Chandhat, Tehsil Palwal, Distt Palwal. Shri Hira Singh Maurya has been duly constituted as Lawful attorney and Manager of the Plaintiff Bank. That previously the Plaintiff Bank was known as G.G.Bank Chandhat and now known as Sarva Haryana Gramin Bank Chandhat. That at the request of the defendant No-1 the Plaintiff Bank made an advance of Rs-75,000/- on dated 6-9-2010 to the defendant No-1 for the purpose of KCC and he also agreed to repay the loan amount on demand and within One Year (Before expiring of Limit extended period of Limit or in getting a demand from Bank in writing whichever is earlier) as enumerated in the repayment schedule of the agreement. The defendant No-1 executed the loan agreement on dated 6-9-2010 and signed the same with respect to the terms and conditions regarding advance and repayment of loan also in favour of the Plaintiff Bank and in consideration of the loan amount the defendant No-1 executed a receipt on dated 6-9-2010 in favour of the Plaintiff Bank and signed the same. The rate of interest agreed to be paid was 7% per annum payable yearly. It was also further agreed that in case of default the rate of interest would be charged 2% above besides the aforesaid rate of interest. Now the Present rate of interest is 14.50% per annum payable yearly.

3 That the Defendant no-2 and 3 stood sureties/Co-obligant of the loan amount advanced to the defendant no-1. The defendant no-2 and 3 are liable to pay the due amount of loan and interest thereon to the Plaintiff Bank. The liability of all the defendants to pay the loan in question is joint and several and the defendant No-2 and 3 executed and signed the Deed of Guarantee in favour of the Plaintiff Bank on dated 6-9-2010. That defendant No-1 availed the loan of Rs-75,000/- on dated 6-9-2010. That the defendant No-1 acknowledged the whole debt vide acknowledgment of debt letter dated 28-8-2013 and further confirmed the Balance vide Balance and Security Confirmation Letters dated 1-8-2015 and 13-4-2018 duly executed and signed by the defendant no-1 in favour of the Plaintiff Bank. That the officers of the Plaintiff Bank several times visited at the house of the defendants and asked the defendants several times to pay the balance amount of loan and another expenses to the Plaintiff Bank, but the defendants did not pay the loan amount and the defendants finally refused to do so on or about 1-10-2020. With these assertions, a prayer that the suit of the plaintiff may kindly be decreed, has been made.

4. Upon notice defendants no. 1(a) and 3(a) did not appear and were proceeded against ex parte vide order dated 11.09.2024 and defendant no.2 was proceeded exparte on 24.04.2023.

5. In order to prove its case, the plaintiff's bank has examined Sh.

Anoop Singh, Branch Manager of plaintiff' bank as PW1, who tendered his duly sworn affidavit as Ex.PW1/A, wherein he has reiterated the version of the plaint in letter and spirit. Other than the oral evidence, plaintiff has also produced the following documents:-

Ex.P1	Suit for recovery
Ex.P2	Gurgaon Gramin Bank application
Ex.P3	Agreement for agricultural advances
Ex. P4	Deed of guarantee
Ex.P5	Agreement for agricultural advances
Ex. P6	Loan application
Ex. P7	Acknowledgment of Dept
Ex. P8	Balance and security confirmation letter
Ex. P9	Balance and security confirmation letter
Ex.P10	Registered Legal Notice
Ex.P11	Statement of account
Ex.P12	Declaration of authority
Ex.P13	Sarva Haryana Gramin Bank
Ex.P14	Posting Order- scale III Officers

6. Thereafter, exparte evidence of the plaintiff was closed by learned counsel for plaintiff vide separately recorded statement dated 22.07.2026.

7. I have heard learned counsel for the plaintiff at length and perused the record.

8. Plaintiff bank has filed the present suit for recovery of Rs. 2,45,838/- alongwith interest @ 14.50% per annum. The witness examined

by the plaintiff has proved all the requisite loan documents i.e. loan application, loan agreement, receipt, confirmation of balance, and statements of account etc. The witness PW-1 is duly authorized by the power of attorney Ex. P-1 therefore, from the oral as well as documentary evidence led by the plaintiff bank on the record, it is duly proved that defendant No.1 had raised the aforesaid loan from the plaintiff bank and defendant No.2 &3 stood as guarantor for the same. The defendant no. 1 had also executed all the requisite loan documents in favour of plaintiff's bank. All the aforesaid documents bear the signatures of the defendants and have been duly proved. Defendants did not appear despite service of notice and they were proceeded against exparte. Therefore, the evidence of plaintiff remains unchallenged, uncontroverted and unrebutted. Hence, adverse inference is to be drawn against the defendants and the evidence of plaintiff remained unrebutted. Therefore, the claim of the plaintiff bank is fully proved on the record and since the defendants have not fulfilled their liability towards the bank, therefore, they are jointly and severely liable to repay the total loan amount of Rs.2,45,838/- along with interest.

9. Keeping in view the above discussion and findings, the suit of the plaintiff succeeds and the same is exparte decreed with costs. An exparte decree is passed in favour of the plaintiff bank with costs to the effect that defendants are jointly and severally liable to pay an amount of Rs. 2,45,838/- alongwith interest @ of 9 % per annum i.e. from the date of filing of the suit till this judgment and 6% per annum till realization (future interest). Defendants are granted two months time to repay the loan amount, failing

which, the plaintiff bank shall be entitled to recover the same through the agency of the court. Decree-sheet be prepared accordingly. File be consigned to record-room after due compliance.

Pronounced in open Court
On dated: 22.07.2026

(Aakriti Verma)
Civil Judge (Junior Division
Palwal (HR-0498)

Note:- This judgment consists of six pages and all pages have been checked and signed by me.

(Aakriti Verma)
Civil Judge (Junior Division
Palwal (HR-0498)

Gunjan-III

Present: Shri AK Goyal, Counsel for plaintiff.
Defendants No. 1 (a) and 3(a) *exparte* vide order dated 11.09.2024.
Defendant no. 2 *exparte* vide order dated 24.04.2023.

Today the case was fixed for *exparte* arguments. During the course of arguments, Ld. Counsel for plaintiff has released that the name of the Branch Manager in the plaint is different as compared to the branch manager deposing in the evidence. He has accordingly moved an application under Order 1 Rule 10(2) of CPC for substitution of the present manager. Keeping in view, the contents of the same and the interest of justice, the same is allowed. Amended title filed.

Another application under Order 18 Rule 17 read with Section 151 of CPC has been filed alongwith declaration of authority, id card of assistant manager as well as copy of transfer order has been moved. Keeping in view the contents of the same, the same is allowed and the documents are taken on record by way of statement of counsel who has tendered the same as Ex. P12 to Ex.P14.

Arguments heard. Vide my separate judgment of even date, suit has been decreed with costs. Decree-sheet be prepared accordingly. File be consigned to record-room after due compliance.

Pronounced in open Court
On dated: 22.07.2026

(Aakriti Verma)
Civil Judge (Junior Division
Palwal (HR-0498)

Gunjan-III