

MHNG020063812022



Presented on : 03/12/2022
 Registered on : 09/01/2023
 Decided on : 21/01/2026.
 Duration : 03Y 00M 12D.

IN THE COURT OF 6th JT. CIVIL JUDGE SENIOR DIVISION,
AT NAGPUR.

(Presided over by M.S.Todkar)

Special Civil Suit No.45/2023

Exh. No.-33

Bank of Maharashtra,
 Through its Chief Manager,
 Smt. Rujuta D.Gangajaliwale
 Branch Office at 10, Anwani Building,
 Near Bus Stop, Old Bhandara Road,
 Nagpur – 440008.

...PLAINTIFF

....VERSUS....

M/s. Prashida Readymade Garments
 Through its Proprietor,
 Gajanan Samadhan Khanderao
 Age: 50 Major, Occ : Business,
 R/o. Plot No.27, Gadgebaba Nagar,
 Ramna Maroti Nagar, Nagpur - 440009

...DEFENDANT

CLAIM:- SUIT FOR RECOVERY OF AMOUNT:-

Appearance:

Learned Counsel for plaintiff :- Shri. Rakesh Dwivedi
 Learned Counsel for defendant :- Exparte

J U D G M E N T
(Delivered on 21st January, 2026)

The plaintiff has filed the present suit for recovery of
 Rs.7,77,991/- (Rupees Seven Lakhs Seventy Seven Thousand Nine

Hundred and Ninety One Only) along with future interest from the defendant.

2] The plaintiff is a nationalized bank, a body constituted under the Banking Companies Act, 1970, having its head office at Pune and a branch office at Nagpur. The defendant approached the plaintiff seeking a cash credit facility of Rs. 5,00,000/- for business purposes, and Rs. 1,00,000/- as a GECL and Rs. 5,00,000/- as FITL. Accordingly, the plaintiff sanctioned a cash credit facility of Rs. 5,00,000/- with interest at 9.90% p.a. on 01.12.2015, and Rs. 1,00,000/- as a GECL and Rs. 5,00,000/- as FITL with interest at 7.50% p.a. on 24.06.2020. The effective interest rates were as follows:

- 9.70% per annum on Rs. 5,00,000/- (cash credit facility)
- 7.50% per annum on Rs. Rs.1,00,000/- (GECL) and Rs. 5,00,000/- (FITL)

Accordingly loans were duly sanctioned and disbursed.

3] The defendant failed to repay the loan installments regularly. Despite repeated requests and reminders, the defendant defaulted on repayment. Consequently, a legal notice was issued, but the defendant failed to comply. Therefore, the plaintiff filed the present suit for recovery of Rs.7,77,991/- along with interest.

4] Despite service of summons by publication, the defendant failed to appear before the Court. Hence, the suit proceeded ex parte against him.

5] Heard the learned Advocate for the plaintiff. In view of the pleadings of the plaintiff, the documents produced and the argument advanced, the following points arise for determination, and I have recorded my findings thereon for the reasons stated as under:-

SR.NO	POINTS	FINDINGS.
1]	Whether the plaintiff proves that an amount of Rs. 7,77,991/- is due from the defendant ?	In the Affirmative
2]	Is the plaintiff entitled to recovery of an amount of Rs . 7,77,991/- from the defendant?	In the Affirmative
3]	Is the plaintiff entitled to the future interest as claimed?	As per final order
4]	What order and decree?	The suit is decreed with costs.

REASONS

AS TO POINT NOS.1 to 3 :-

6] As these points are interlinked, they are decided simultaneously to avoid repetition of facts. As these points are interlinked, they are decided together to avoid repetition.

7] The plaintiff bank claims that:

- Account No. 60376420544 with an outstanding balance of Rs.6,58,717/- inclusive of interest @ 9.70% p.a.
- Account No. 60358810807 with an outstanding balance of Rs.1,19,274/- with accrued interest at 9.70% p.a.

8] Thus, the total amount due from the defendants is Rs.7,77,991/-.

9] To substantiate its claim, the plaintiff examined PW-1, Branch Manager Vilas Kumar Dixit (Exh. 10), who relied on the following documents:

Sr. No.	Documents	Exhibits
1.	Copy of authorisation letter.	Exh.13
2.	Copy of Loan Sanction letter.	Exh.14
3.	ECLGS Sanction letter.	Exh.15
4.	Request letter of defendant	Exh.16
5.	Demand Promissary Note.	Exh.17
6.	Composite deed of hypothecation.	Exh.18
7.	Balance and security confirmation letter.	Exh.19
8.	Request letter for making credit facility	Exh.20
9.	Demand Promissary Note.	Exh.21
10.	Deed of Hypotheciation	Exh.22
11.	Request letter of defendant.	Exh.23
12.	Request letter of defendant dt. 29/12/2020	Exh.24
13.	Demand Promissary Note.	Exh.25
14.	Agreement for term loan.	Exh.26
15.	Letter of Proprietorship.	Exh.27
16.	Balance and security confirmation letter.	Exh.28
17.	Balance and security confirmation letter.	Exh.29
18.	Statement of account	Exh.30
19.	Statement of account	Exh.31
20.	Statement of account No. 39407471889.	Exh.34
21.	Closure Statement of account	Exh.35

10] The plaintiff bank has proved, through the unrebutted testimony of PW-1 and documentary evidence at Exh.13 to Exh.35, that the defendant availed of cash credit, GECL and FITL facilities and committed a default in repayment. The statements of account at Exh.30, Exh.31 and Exh.34 establish that a total sum of Rs.7,77,991/- is outstanding.

11] The loan documents and statements of account establish the defendant's contractual liability to repay the outstanding dues. In the absence of any defence or rebuttal evidence, the plaintiff is entitled to recover the said amount from the defendant. Hence, this issue is answered in the affirmative.

12] The loan agreements provide for payment of interest. In view of the nature of the transaction and the documentary evidence on record, the plaintiff is entitled to future interest, subject to the Court's discretion as reflected in the final order. Accordingly, this issue is answered. I answer points 1 to 3 affirmatively and proceed to pass the following order for point 4 as under:

Order:

1. The suit is decreed with costs.
2. The defendants shall pay to the plaintiff bank an amount of Rs.7,77,991/- (Rupees Seven Lakhs Seventy Seven Thousand Nine Hundred and Ninety One Only) and shall pay interest at 6% per annum from the date of filing of the suit till its actual realization.
3. It is further ordered that the defendant shall bear his own costs as well as the costs of the plaintiff bank.
4. Decree be drawn up accordingly.

(Judgment dictated and pronounced in open court)

Dated : 21.01.2026
Nagpur.

(Milind S. Todkar)
6th Jt. Civil Judge Senior Division,
Nagpur.

CERTIFICATE

I affirm that the contents of this PDF file Judgment/Order is same word to word as per the original Order/Judgment.

- (a) Name of the Stenographer : A.D.Khade.
- (b) Court : 6th Jt.C.J.S.D. Nagpur.
- (c) Order signed by P. O. On : 21/01/2026
- (d) Order uploaded on : 21/01/2026

