IN THE COURT OF Sh. KAMALDEEP SINGH DHALIWAL, PCS, ADDITIONAL CIVIL JUDGE (SENIOR DIVISION), BUDHLADA. UID PB-0270.

File No.	**66 dated 06.10.2017**
CIS No.	**CS/297/2017**
CNR No.	**PBMNA00004472017**
Date of Decision	**05.01.2019**

Punjab National Bank, a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act No. 5 of 1970 and having it's head office at Bhikhaji Cama Place, Africa Avenue, New Delhi and one of it's branch office at Maghanian, Tehsil Budhlada, District Mansa through Sh. Subhash Mittal, Manager, Maghanian.

...Plaintiff

Versus

Pargat Singh aged about 29 years son of Bhoma Singh @ Bhona Singh, resident of Village Maghanaian, Tehsil Budhlada, District Mansa.

...Defendant

Suit for recovery of Rs.1,58,770/- (Rupees One Lac Fifty Eight Thousand Seven Hundred Seventy rupees only) (Rs.86222/- on Term Loan A/c. No. 133200AP00001166 & Rs.72548/- in KCC A/c. No. 1332008800003440) as principal upto 30.09.2017 and interest and misc. expenses up to date of filing of the suit with future and pendentilite interest @ 14% (on Agricultural Term Loan & KCC) (present rate of interest at the rate of 12% + 2% Penal rate of interest) p.a. with half yearly rests by sale of the mortgaged property i.e. land measuring 8 kanals 00 marlas comprising Rect. & Killa No.45//24(8-0) Khewat Khata No.110/235 Jamabandi for the year 2009-2010 of village Maghanaian Tehsil Budhlada, Distt. Mansa owned and possed by defendants and other properties owned and possed by the defendants.

Present: Sh. S.K. Bansal, Advocate, counsel for the plaintiff.
Defendants exparte vide order dated 16.08.2018.

JUDGMENT

The plaintiff bank has filed the present suit for recovery of

Rs.1,58,770/- against the defendant.

2. The brief facts of the case of plaintiff bank are that plaintiff Bank is a body corporate constituted under the Banking companies (Acquisition and Transfer of undertakings) Act No.5 of 1970 and having it's Head office at Bhikhaji Cama Place, Africa Avenue, New Delhi and one of it's branch office at Maghanaian, Tehsil Budhlada, Distt. Mansa. It has it's own common and corporate seal and can sue and be sued in it's own name. Sh. Subhash Mittal, Branch Manager, Punjab National Bank Maghanian is general attorney of the plaintiff bank and he is fully authorized to institute or proceed, file suits, sign and verify pleadings as well as the affidavits and do all the needful in this behalf by means of General Attorney granted in his favour. Even otherwise, he is one of the principal officers of the plaintiff bank and has got full information regarding the account of the defendant. So, this suit has been filed through him. Vide loan application dated 29.05.2012, defendant approached the plaintiff bank for grant of KCC to the tune of Rs.75,000/- for purchase of Seeds, Pesticides, etc and further he approached the plaintiff bank for grant of Term loan (Debt Swap) to the tune of Rs.1,00,000/- vide loan application dated 10.12.2012 for the agricultural purpose (AP), the then Branch Manager of the plaintiff bank, which was sanctioned accordingly on 29.05.2012 (KCC) and on dated 17.12.2012 (Term Loan Debt Swap) after due and usual verification and consideration of his financial requirements, the loan was advanced to them on 16.06.2012 (KCC) & Rs.1,00,000/- (Term Loan) on dated 24.12.2013. Defendant Pargat Singh executed hypothecation agreement dated 15.06.2012 for Rs.75,000/-

(KCC) and dated 24.12.2013 of Rs.1,00,000/- Term Loan (Debt Swap) and apart from other formal documents dated 15.06.2012 & 24.12.2013 i.e. Letter of Authority and other relevant documents, and agreed to abide by the terms and conditions of the loan and hypothecated the Agricultural implements in favour of the plaintiff bank. He agreed to repay the said loan amount along with all charges and interest at the rate of 12% p.a. (TL) & 12% (KCC) with half yearly rests as compounded interest payable in 10 half yearly installments along with interest and other charges due thereon on every installment paid on 31st January and 31st July every year Rs.10,000/- plus interest (TL Debit Swap) + Interest and he also agreed to repay the KCC Loan amount i.e. Rs.75,000/- along with all charges & Interest @ 12% with half yearly rest as compounded interest payable in full along with interest and other charges due there on 30th June and 31st December every year and other charges, thereon. The rate of interest was to be charged as per guidelines issued by the Reserve Bank of India from time to time according to which rate of interest may vary. The defendant agreed to pay it as per the terms and conditions of the above said instructions issued by the bank from time to time as per the agreement and documents. The plaintiff bank is also entitled for 2 % per annum as additional rate of interest on the default amount as per the agreement executed between the parties. The present rate of interest is 12% (TL) & 12% (KCC) per annum with half yearly rests and 2% per annum additional rate on the default amount. Thus, the present rate of interest is 14% p.a. (On TL) & 14% (On KCC) with half yearly rests. To further and better secure the repayment of the above said loan, interest etc.

the defendant had mortgaged his agricultural land measuring 08 kanals 00 malras as per jamabandi for the year 2009-2010 of village Maghanaian, Tehsil Budhlada, District Mansa owned and possessed by the defendant, vide mortgage deed No. 1084 dated 08.06.2012 with the plaintiff bank and Sum Secured Rs.1,75,000/- Plus Interest And other costs etc. After availing the credit facility, the defendant Pargat Singh had purchased the seeds & pesticides etc. as per his requirement. But he did not pay regularly installments as agreed and committed default and he did not pay regular towards the loan account and thus the entire amount including interest become due against him in lump-sum. Defendant Pargat Singh committed breach of terms and conditions by non-payment of the amount due as settled between the parties as per the documents mentioned above. Despite repeated requests, demand, personal visits, contacts and notices; defendant willfully failed, refused and neglected to pay the dues of the plaintiff Bank. A sum of Rs.86222/- on Term Loan A/c. No.133200AP00001166 & Rs.72,548/- in KCC A/c. No. 1332008800003440 as principal upto 30.09.2017 and interest and misc. expenses up to date of filing of the suit with future and pendentilite interest @ 14% (on Agricultural Term Loan) & (present rate of interest @ 12% + 2% Penal rate of interest) p.a. with half yearly rests & @ 14% (On KCC) & (present rate of interest @ 12% + 2% Penal rate of interest) p.a. with half yearly rests as compound basis as per the agreement, from the date of filing of the suit till actual realization of the decreetal amount from the defendant is due against defendant Pargat Singh. The plaintiff bank maintains regular books of account and regular entries are made therein in ordinary and usual course of it's business and according to banking practice and rules, all the credit and debit entries are made in the books of account of the plaintiff bank. The demands were made and the defendant refused and neglected to concede to the request of the plaintiff bank. Hence, the present suit.

3. Notice of the suit was issued to the defendant. Despite service, defendant failed to appear before the court. As such, he was proceeded against exparte vide order dated 16.08.2018.

4. In exparte evidence, plaintiff bank examined Sh. Subhash Mittal, Branch Manager, Punjab National Bank, Branch Maghanian now posted at Bareta as PW1, who has deposed, through his affidavit Ex.PW1/A, on the similar lines as per the contents of the plaint which are not reproduced here for the sake of brevity and he also proved tendered documents Ex.P1 to Ex.P19.

Thereafter, Ld. Counsel representing the plaintiff Bank closed the evidence of the plaintiff Bank vide his separately recorded statement dated 30.11.2018.

5. I have considered the contentions raised by learned Counsel for the plaintiff and have also gone through the judicial file.

6. In order to prove it's case, plaintiff bank has examined Sh. Subhash Mittal, Branch Manager, PNB Branch Maghanian now posted at Bareta as PW1 who has deposed on the similar lines as per the contents of the plaint which are not reproduced here for the sake of brevity inter alia deposing that he is general attorney of the plaintiff bank and he is authorized to depose on behalf of Bank. He has also proved copy of

power of attorney Ex.P1, loan application dated 29.05.2012 & 10.12.2012 are Ex.P2 & Ex.P3, letter of sanction dated 29.05.2012 & 17.12.2012 are Ex.P4 & Ex.P5, hypothecation agreement are Ex.P6 & Ex.P7 and other formal documents are Ex.P8 to Ex.P11, mortgage deed Ex.P12, statements of account are Ex.P13 & Ex.P14, Legal Notice Ex.P15, postal receipt Ex.P16, confirming letters are Ex.P17 & Ex.P18, jamabandi Ex.P19. He further deposed that defendant agreed to pay interest @ 12.75% +2% additional rate of interest with half yearly rest.

7. Learned counsel for the plaintiff bank argued that after availing the loan facility of Rs.75,000/- (KCC) & Rs.1,00,000/- (AP) Pargat Singh failed to repay the same. As per Ex.P13 & Ex.P14 (statement of account of Pargat Singh and accrued interest) an amount of Rs.1,58,770/- is outstanding towards the defendant. He has also argued that the evidence on record produced on behalf of the plaintiff bank has remained un-rebutted, unchallenged and un-controverted. Therefore, he prayed for decreetal of the suit alongwith pendentelite and future interest with costs.

8. After hearing learned counsel for the plaintiff and after going through the case file, this Court has reached the conclusion that it is proved that the defendant Pargat Singh had applied for loan in question for purchasing seeds and pesticides and agriculture purpose. Loan application in question dated 29.05.2012 & 10.12.2012 are proved Ex.P2 & Ex.P3 and letter of sanction in question dated 29.05.2012 & 17.12.2012 are proved Ex.P4 & Ex.P5. It is also proved that he executed various documents including hypothecation agreement and mortgage deed in

favour of bank to secure repayment of loan in question, to the bank. However, defendant Pargat Singh failed to repay loan amount as per the agreement and became defaulter. Plaintiff bank has proved the case against defendant by leading cogent oral as well as documentary evidence. Defendant has not led any evidence and entire evidence is unrebutted. Therefore, there is no reason to disbelieve exparte evidence led by plaintiff bank.

9. Therefore, in view of the aforesaid and in view of exparte evidence available on the file, plaintiff bank is held entitled to recover the suit amount from the defendant. Thus suit of the plaintiff succeeds and same stands decreed exparte with costs for recovery of suit amount i.e. Rs.1,58,770/- including interest at the agreed rate alongwith pendentelite and future interest @ 9 % per annum from the date of filing of the suit till realization. Defendant is directed to repay the loan amount within three months, failing which, the plaintiff bank will be at liberty to sell the property so mortgaged/hypothecated by defendant Pargat Singh with the plaintiff bank. Decree sheet be drawn. File be consigned to the Record Room after paging, indexing and completing the same.

Pronounced in open Court:
05.01.2019

(Kamaldeep Singh Dhaliwal)
Addl. Civil Judge(Senior Division),
Budhlada. UID PB-0270.
(Directly dictated on computer)

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Present: Sh. S.K. Bansal, Advocate, counsel for the plaintiff.
Defendants exparte vide order dated 16.08.2018.

Arguments heard. Vide separate judgment of even date, the suit of the plaintiff bank is decreed with costs. Decree sheet be drawn. File be consigned to the Record Room after paging, indexing and completing the same.

Pronounced in open Court:
05.01.2019

(Kamaldeep Singh Dhaliwal)
Addl. Civil Judge(Senior Division),
Budhlada. UID PB-0270.

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