IN THE COURT OF PRESIDING OFFICER COMMERCIAL COURT-II GAUTAM BUDDHA NAGAR.

PRESENT: JAGDISH PRASAD-V (H.J.S.)

O.S. No.486 of 2024

C.N.R. No. UPGB130009032024

Canara Bank a body corporate constituted under the banking companies (Acquisition and Transfer of under taking) act, 1970 having its Head Office at 112, Jc Road, Bangalore - 560002 and a Branch office amongst other places at Sapnawat Branch District Hapur through authorized person and Branch Manager Mrs. Neha Pasi (Aadhar No. 833435803147, Mobile No. 9818014815 and email I.D is cb18768@canarabank.com).

…........... ....Plaintiff

V/S

1- Mr. Dasrath S/o Mr. Nanuwa R/o Village Kachheda Warsabad, Tehsil Dadri District Gautam Budh Nagar 203207 Mob. No. 7428461004

2- Mrs. Jagwati W/o Mr. Dasrath R/o Village Kachheda Warsabad, Tehsil Dadri District Gautam Budh Nagar 203207 Mob. No. 7428461004

3- Mr. Deepak Nagar S/o Mr. Dasrath R/o Village Kachheda Warsabad, Tehsil Dadri District Gautam Budh Nagar 203207 Mob. No. 7428461004

…..............................Defendants.

JUDGEMENT

1- This suit has been instituted by plaintiff Bank for recovery of money against the defendants. In brief according to plaint it has been submitted by plaintiff that the Plaintiff Bank Canara Bank is a corporate body established and constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act. 1970, having its Head Office at Bangalore and a Branch office amongst other places at Sapnawat Branch, District Hapur within the jurisdiction of the Court and Mrs. Neha Pasi, Branch Manager of Sapnawat Branch of Plaintiff Bank is authorized by Authority letter dated 05.09.2024 of Canara Bank Regional Office Hapur to sign and verify the present plaint on its behalf and to take all necessary actions therefore.

2- It ha been further submitted by plaintiff that on the request of Defendant No. 1 and 2 the Plaintiff bank, sanctioned a loan under Scheme Kisan Credit Card of Rs.9,50, 000/- with interest with monthly rest on 23.11.2020. The interest was subject to change from time to time as per RBI directions, and it was agreed by the defendant. The Defendant No.1 availed the said Kisan Credit Card facility on execution of required formal document on 23.11.2020, including- Agreement and Deed of Hypothecation For Kisan Credit Card (NF-909), The Defendant No.3 also stood as personal guarantor for the due repayment of th said term loan facility and executed Guarantee Agreement (NF-370) on 23.11.2020.

3- After the loar documentation, the plaintiff bank opened the loan account No. 87688010032076 in the name of defendant No.1 for maintaining the entries of the debit, credit and interest amount. The copy of statement of loan account along with duly signed and verified under the Bankers Books of Evidence Act by the authorized person and Branch Manager will be filed along with this plaint through the list of documents. Mr. Dasrath and Mrs. Jagwati and also mortgaged their agricultural land situated in Village Bhudia and Village Bhawa Tehsil Dhaulana, District Hapur 245301 to secure the above said loan. The above said Kisan Credit Card loan was repayable in 1 Year since 23.11.2020 with interest.

4- The Defendant No.1, 2 and 3 are liable to repay the dues of Plaintiff is joint, several and co-extensive. The defendant No.1 executed a letter of Acknowledgement of Debt and Security (NF-760) on 20.11.2023. The said loan account classified as N.P.A. (Non-Performing Assets Account) on 30.11.2023 as per the guidelines of Reserve Bank of India (RBI) revised from time to time. The last Credit transaction of Rs. 919/- was done in the loan account on 30.11.2023. The Defendants failed to pay the arnount of the said loan facility availed by them and did not adhere to various terms and conditions of the above said loan documents. Despite repeated requests and reminders Defendants failed to regularize the above said accounts and repay the dues of the Bank.

5- The plaintiff filed an application No. 18/2024 for mediation in District Legal Services Authority District Hapur and the opposite party was not appeared and mediation failed on 20.04.2024 and District Legal Services Authority Ghaziabad issued Non-Stater Report on 20.04.2024. On 31.03.2024 a sum of Rs.9,54,728.88 which include the interest up to 31.03.2024 plus further interest w.e.f 01.04.2024 is out standing against the Defendant which the Defendant is liable to repay to the Plaintiff. The defendant executed a letter of Acknowledgement of Debt on 20.11.2023 and also last amount credited of Rs. 919/- in the loan account on 30.11.2023, therefore the instant suit is within the period of limitation as prescribed under Limitation Act and the documents dated 23.11.2020 are valid.

6- On arising cause of action the plaintiff has instituted the suit in this Court and prayed for the relief of decree for recovery of Rs.9,54,728.88 against the defendants with the interest up to 31.3.2024 and pendentelite and future interest @ 18% per annum from the date of filing of suit and till the date of actual recovery.

7- On filing of the present suit by plaintiff, summons were issued to defendant, after due service of summons the defendant did not appeared before the Court to contest the suit, therefore, the suit has been proceeded as ex parte in absence of the defendants and the plaintiff was directed to file ex party evidence in support of the suit.

8- The plaintiff has filed the affidavit of Mr. Keshav Aggarwal, Senior Branch Manager of plaintiff Bank and has also filed the documents by list 9C-1 relating to the loan account of defendants and the the notice issued to defendant by plaintiff Bank. The plaintiff has also filed original documents and papers executed by defendant regarding loan facility availed by defendant.

I have heard ex-parte arguments of the learned counsel for the plaintiff and perused the record.

9- In his affidavit plaintiff's witness Mr. Keshav Aggarwal has corroborated the facts of the plaint and has proved the documents executed by the defendant. After considering the entire facts and circumstances of the case, on the basis of ex-parte evidence filed by the plaintiff it is evident that the Plaintiff bank, has sanctioned a loan under Scheme Kisan Credit Card of Rs.9,50, 000/- with interest with monthly rest on 23.11.2020. The Defendant No.1 availed the said Kisan Credit Card facility on execution of required formal document on 23.11.2020. The Defendant No.3 also stood as personal guarantor for the due repayment of th said term loan facility and executed Guarantee Agreement (NF-370) on 23.11.2020. After the loan documentation, the plaintiff bank opened the loan account No. 87688010032076 in the name of defendant No.1 for maintaining the entries of the debit, credit and interest amount. Mr. Dasrath and Mrs. Jagwati have also mortgaged their agricultural land situated in Village Bhudia and Village Bhawa Tehsil Dhaulana, District Hapur 245301 to secure the above said loan. The above said Kisan Credit Card loan was repayable in 1 Year since 23.11.2020 with interest. The defendant No.1 has executed a letter of Acknowledgement of Debt and Security (NF-760) on 20.11.2023. The said loan account classified as N.P.A. (Non-Performing Assets Account) on 30.11.2023 as per the guidelines of Reserve Bank of India (RBI). The last Credit transaction of Rs. 919/- was done in the loan account on 30.11.2023. The Defendants failed to pay the arnount of the said loan facility availed by them and did not adhere to various terms and conditions of the above said loan documents.

10- It is also evident after perusal of the ex-parte evidence of the plaintiff that the defendants have failed in depositing the due loan amount to plaintiff bank. There is no such evidence of the defendants on record to contradict or to discard the exparte evidence filed by the plaintiff and thus there is no ground to disbelieve the same. Thus the plaintiff is entitled to get the relief for recovery of the loan amount Rs.9,54,728.88 against the defendants jointly and severally with pendentelite and future interest @18% per annum.

Thus the suit of the plaintiff against defendants, deserves to be decreed as ex-parte.

Order

The suit of the plaintiff bank for recovery of amount Rs.9,54,728.88 alongwith pendentelite and future interest @18% per annum, is decreed with cost as ex-parte against the defendants. The defendants are ordered to pay jointly and severally within one month the amount Rs.9,54,728.88 alongwith pendentelite and future interest @18% per annum.

Dated: June 12, 2026,

(Jagdish Prasad-V)
[I.D. No. UP-5874]
Presiding Officer Commercial Court-II
Gautam Buddha Nagar

Judgment signed, dated and pronounced in the open Court today.

Dated: June 12, 2026,

(Jagdish Prasad-V)
[I.D. No. UP-5874]
Presiding Officer Commercial Court-II
Gautam Buddha Nagar