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

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

O.S. No.388 of 2023

C.N.R. No. UPGB130013202023

Canara Bank (E-Syndicate Bank) amalgamated as per the Gazette Notification No G.S.R. 155 (E) dated 04.03.2020, 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, Opposite Unity Building and a Branch office amongst other places at Maliwara Branch Ghaziabad through authorized person Mrs. Renu Sharma Chief Manager and Branch Manager W/o Mr. Vipul Kumar (Aadhar No. 423152257149 and Mobile No. 8970918265 Email Id cb18777@canarabank.com).

…......... ....Plaintiff

V/S

1- Mr. Vipin Kumar Yadav S/o Mr. Amrat Singh Yadav R/o C-13 Sector-3 Chiranjiv Vihar, Ghaziabad 201002.

2- Mr. Amrat Singh Yadav S/o Mr. Nirrotam Singh R/o C-13 Sector-3 Chiranjiv Vihar, Ghaziabad 201002.

…............................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 (Erstwhile Syndicate 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 Maliwara Branch Ghaziabad within the jurisdiction of the Court and Mrs. Renu Sharma is the Chief Manager also Branch Manager of Maliwara Branch of Plaintiff Bank, is authorized by Authority letter dated 21.06.2023 of Canara Bank Regional Office Ghaziabad to sign and verify the present plaint on its behalf and to take all necessary actions therefore.

2- The Syndicate Bank has amalgamated into Canara Bank w. e. f. 01.04.2020 Vide the Gazette Notification No G.S.R. 155 (E) dated 04.03.2020 Department of Financial Services, Ministry of Finance of Government of India.

3- It ha been further submitted by plaintiff that on the request of Defendant No.1 and 2, the Plaintiff bank, sanctioned an Education Loan of Rs.2,93, 000/- with interest with monthly rest on 28.07.2015 to get education by defendant No.1. The interest was subject to change from time to time as per RBI directions, and it was agreed by the Defendants. The Defendants availed the said Term Loan facility on execution of required formal documents and papers on 28.07.2015 including- General/greement-ASD-3.

4- After the Ican documentation, the plaintiff bank opened the lor account No. 87777650000205 in the name of defendant No.1 for maintaining the entries of the debit, For 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 document. Rs.1,95,200/- was only disbursed in two installments on 28.07.2015 and 27.07.2016 in above said loan account after the application of defendant No.1 to release the fee and execute OG-28 A & B (combined) as per demand from the Institute. The Repayment holiday period was 48 months from the first release of the loan. the above said Education Loan was repayable in 60 monthly installments since 31.07.2019.

5- The Defendant No.1, and, 2 are liable to repay the dues of Plaintiff is joint, several and co-extensive. The said loan account classified as N.P.A. (Non Performing Assets Account) on 31.10.2019 as per the guidelines of Reserve Bank of India (RBI) revised from time to time. The defendant executed a letter of Acknowledged of Debts (ASD-20) on 21.12.2019. The last Credit transaction of Rs. 1166/- was done in the loan account on 28.02,2022. The Plaintiff Bank served a legal notice on 12.07.2022 to make the outstanding payment with interest to till the date of payment is out standing in the above said loan account, but the Defendants have not replied the said notice and not deposited any amount.

6- The Defendants failed to pay the amount 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. The plaintiff filed an application for mediation on 19.01.2023 in District Legal Services Authority Ghaziabad but the opposite party did not appeared their and mediation failed on 14.03.2023 and District Legal Services Authority Ghaziabad issued Non Stater Report on 14.03.2023. On 31.03.2023 a sum of Rs.3,66,363/- which include the interest up to 31.03.2023 plus further interest w.e.f 01.04.2023 is out standing against the Defendant which the Defendant is liable to repay to the Plaintiff. The last Credit transaction was done in the loan account on 28.02.2022 therefore the instant suit is within the period of limitation as prescribed under Limitation Act and the documents dated 28.07.2015 are valid.

7- 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.3,66,363/- against the defendants with the interest up to 31.3.2023 and pendentelite and future interest @ 18% per annum from the date of filing of suit and till the date of actual recovery.

8- 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.

9- The plaintiff has filed the affidavit of Mr. Mukesh Kumar, Branch Manager of plaintiff Bank and has also filed the original documents alongwith affidavit of P.W.1 Mukesh Kumar and copies of documents by list 9C-1 relating to the loan account of defendants and the the notice issued to defendant by plaintiff Bank.

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

10- In his affidavit plaintiff's witness Mr. Mukesh Kumar 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 Education Loan of Rs.2,93,000/- on 28.07.2015 to get education by defendant No.1. The interest was subject to change from time to time as per RBI directions, and it was agreed by the Defendants. The Defendants availed the said Term Loan facility on execution of required formal documents and papers on 28.07.2015 including General/greement-ASD-3. After the Ican documentation, the plaintiff bank opened the lor account No. 87777650000205 in the name of defendant No.1 for maintaining the entries of the debit, For credit and interest amount. Rs.1,95,200/- was only disbursed in two installments on 28.07.2015 and 27.07.2016 in above said loan account after the application of defendant No.1 to release the fee and execute OG-28 A & B (combined) as per demand from the Institute. The Repayment period was 48 months from the first release of the loan. the above said Education Loan was repayable in 60 monthly installments since 31.07.2019.

11- A perusal of the record further shows that the said loan account was classified as N.P.A. (Non Performing Assets Account) on 31.10.2019 as per the guidelines of Reserve Bank of India (RBI). The defendant executed a letter of Acknowledged of Debts (ASD-20) on 21.12.2019. The last Credit transaction of Rs.1166/- was done in the loan account on 28.02,2022. The Plaintiff Bank served a legal notice on 12.07.2022 to make the outstanding payment with interest to till the date of payment is out standing in the above said loan account, but the Defendants have neither replied the said notice and not deposited any amount.

12- 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.3,66,363/- 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.3,66,363/- 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.3,66,363/- 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