

GJAH020131472025 	Registration No.: COMMCS/488/2025
	Filing No. : COMMCS/472/2025
	Filed On : 28/08/2025
	Registered On : 03/09/2025
	Decided On : 13/08/2026
	Duration : Y.__ M.__D.__

IN THE COMMERCIAL COURT AT AHMEDABAD
Court No. 19
COMM. CIVIL SUIT NO. 488 of 2025

Exh.29

PLAINTIFF:-

UCO Bank,
17, SBI Officers Society,
Narayannagar,
Ahmedabad – 380007.

VERSUS

DEFENDANT:-

M/s. Radhe Industries,
Through Its Sole Proprietor,
4, Chitrabhanu Apartment,
Nr. Rupal Society,
Narayannagar, Vasna,
Ahmedabad – 380007.

And

36/3, Bharatnagar,
Opp. Old Municipal Quarter,
Dudheshwar Road, Shahpur,
Ahmedabad – 380004.

Appearance:-

Mr. V. G. Gaudhaviya, Learned Advocate for the Plaintiff.

None Appeared On Behalf of the Defendant.

SUIT FOR CLAIMING OF Rs.3,66,597.19 Ps.**J U D G M E N T**

1. The plaintiff bank has filed this suit against the defendant to recover an outstanding amount of Cash Credit Loan Facility of Rs.5,00,000/-, GECL Loan Facility of Rs.99,000/- as well as GECL Loan Facility of Rs.49,500/- of the defendant, more particularly as prayed in the Para-8 of the plaint.
2. Since the summons served upon the defendant through Bailiff. However, defendant has failed to appear before this Court. Hence, the matter is proceeded ex-parte.
3. The plaintiff bank has produced documentary evidence vide Exh. 13 to 24 as Loan Application Form, Various Sanction Letter, RPAD Slips, Legal Notice etc. Further at Exh.11 plaintiff filed application under Order XXXVII Rule 2(3) of the Civil Procedure Code and submitted to pass ex-parte decree against defendant.

4. Heard the learned Advocate for the plaintiff. He has submitted that the plaintiff bank has sanctioned Cash Credit Loan Facility of Rs.5,00,000/-, GECL Loan Facility of Rs.99,000/- as well as GECL Loan Facility of Rs.49,500/- to the defendant as per the terms and conditions mentioned in the agreement. He has further submitted that the defendant has not complied with the terms and conditions of the agreement qua the said loans and has failed to adhere to repayment terms. He has further submitted that the suit amount was outstanding of the said Loan Facilities accounts on the date of filing of the suit. Further, the defendant has failed to repay the dues of the plaintiff bank. The plaintiff bank has produced various documents in support of the present suit. The defendant has neither appeared nor filed written statement. This is a suit for recovery filed under the provisions of the Commercial Courts Act and so, a decree may kindly be passed in favour of the plaintiff bank.
5. At the outset, before proceeding further, the relevant provisions of Order XXXVII, Rule 2(3) of the Code of Civil Procedure, 1908 ('the Code' for short) is very much material, which for the sake of ready reference is reproduced hereinbelow:

Order XXXVII, Rule 2(3)

(3) The defendant shall not defend the suit referred to in sub-rule (1) unless he enters an appearance and in default of his entering an appearance the allegations in the plaint shall be deemed to be admitted and the plaintiff shall be entitled to a decree for any sum, not exceeding the sum mentioned in the summons, together with interest at the rate specified, if any, up to the date of the decree and such sum for costs as may be determined by the High Court from time to time by rules made in that behalf and such decree may be executed forthwith.]

6. On perusing the above provisions, it is abundantly clear that in summary procedure, even before defending the suit, leave is required to be asked for by the defendants as per Order XXXVII, Rule 3 of the Code i.e. procedure is mentioned for appearance of the defendant. If the defendant is not appeared before the Court, though the process is served, in such default in appearance, the plaintiff is entitled to get ex-parte decree. Of course, for that purpose, the plaintiff has to discharge his burden i.e. for proving the initial facts.

7. The plaintiff has prayed for ex-parte decree against defendant for Rs.3,66,597.19 Ps. along with cost of the suit with interest as well as lawyers fee respectively. Further the plaintiff has not prayed for interest rate specifically in the suit therefore, this Court of the view that as per Section – 34 of the Civil Procedure Code simple interest @10% p.a. is just and proper. The plaintiff has produced original documents which were exhibited. Therefore, in my opinion, plaintiff is entitled to get the ex-parte decree or amount of Rs.3,66,597.19 Ps. along with simple interest @10% p.a., till realization and the dues from the date of filing of the suit.
8. So, as per provisions of Order XXXVII Rule 2(3) of Civil Procedure Code, when the defendant failed to appear before the Court, the allegation in the plaint shall be deemed to be admitted and the plaintiff shall be entitled to decree Therefore, in the present suit the plaintiff is entitled to decree of suit amount of Rs.3,66,597.19 Ps. along with simple interest @10% p.a. and costs. Hence, the application is required to be partly allowed with the following order:

--: ORDER :-

- (1) The present suit is hereby partly allowed.
- (2) The defendant is hereby ordered to pay an amount of Rs.3,66,597.19 Ps. (Rs. Three Lakhs Sixty Six Thousand Five Hundred Ninety Seven & Nineteen Paise Only) to plaintiff bank with simple interest @ 10% per annum from the date of filing the present suit till actual realization.
- (3) The defendant is also ordered to pay the cost of the suit to the plaintiff.
- (4) Decree shall be drawn accordingly.
- (5) Original documents if any, be returned to the plaintiff as per rules.
- (6) Interim application, if any, pending stands disposed of.

Pronounced in the open court on this 13th day of August, 2026.

Date : 13/08/2026
Place : Ahmedabad.

(H. N. Ramavat)
Judge, Commercial Court,
City Civil Court No.19, Ahmedabad
(Unique ID Code : GJ00822)