HRRH020006802022

Presented on : 26-04-2022
Registered on : 26-04-2022
Decided on : 03-07-2026
Duration : 4 years, 2 months, 7 days

IN THE COURT OF
Civil Judge (Senior Division) AT ,Rohtak
Presided Over by Sh. Rakesh Kadian

CS/533/2022

Canara Bank, A Body Corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act having its Head Office at Bangalore, Karnataka and having amongst other Branches, a Branch office at SME Branch, Hisar Road, Rohtak through Sh. Sanjay Chanda, its Manager and Principal Officer.

... Plaintiff

Versus

1. Birmati wd/o Chaman Lal s/o Chotey Lal, being legal heirs of borrower Chaman Lal (since deceased)

2. Krishan son of Chaman Lal

3. Khushbu daughter of Chaman Lal

4. Yogita daughter of Chaman Lal

5. Rani daughter of Chaman Lal

6. Ishani daughter of Chaman Lal

minors through their mother being natural guardaian

All residents of H.No.2318/11, Nehru Colony Rohtak.

... Defendants

(Rakesh Kadian)
Civil Judge (Sr. Divn.)
Rohtak.03.07.2026

Suit for Recovery of Rs. 1,16,959.36/- along with future interest @ 10.85% with compounded monthly.

Present: Shri Virender Singh Hooda, Ld. counsel for the plaintiff.
Defendants no. 1 to 6 exparte vide order dated 25.08.2022.

JUDGMENT:

By this judgment, I shall decide the present suit filed by plaintiff-bank against the defendants for recovery of 1,16,959.36/- with costs and interest @ 10.85% per annum with monthly rests from the date of accrual till realization account of costs, as well as on the amount of incidental charges etc.

BRIEF FACTS:

2. The brief facts of the case of plaintiff-bank are that the plaintiff bank is a Body Corporate with perpetual succession (Corresponding Nationalized Bank) constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 (40 of 1980) having its head office at Banglore, Karnataka which may sue and be sued in its name and has a branch office amongst other places at SMC Branchm Hisar Road, Rohtak. Mr. Sanjay Chanda is Branch Manager and Principal officer of the plaintiff bank and is fully conversant with the facts of the case. That husband of defendant No. 1 and father of defendants No. 2 to 6 i.e. Chaman Lal had applied for a loan of Rs. 99,000/- and agreed to pay installments with monthly rests subject to change/revise as per RBI guidelines or otherwise as per Bank's Policies. Plaintiff-bank considered the request of above said borrower and sanctioned the above said loan on

certain terms and conditions. The borrower executed various loan documents in favour of plaintiff-bank. Payment of loan amount was made for purchasing E-rickshaw. As per terms and conditions, the borrower was to repay the loan amount alongwith interest and other charges in 36 monthly installments. However, the borrower did not repay the loan amount as per repayment schedule. The borrower has died leaving behind defendants as his legal heirs. The plaintiff has requested the defendants to pay the amount but defendants have avoided the same on one pretext or the other and hence this suit.

3. Upon notice, defendant did not appear before the Court despite service of notice and were proceeded against ex-parte vide order dated 25.08.2022 passed by the Court of Sh. Manglesh Kumar Choubey, the then Ld. CJ(SD), Rohtak.

5. In ex-parte evidence, plaintiff-bank examined its Manager/Authorized Person Smt. Anju Rani, as PW1 who tendered her duly sworn affidavit Ex.PW1/A, wherein she reiterated the contents of her plaint. She has also relied upon following documents:

Exhibits	**Documents**
Ex.P1	General Power of attorney
Ex.P2	Loan Application Form
Ex.P3	Acknowledgment
Ex.P4	Letter of undertaking
Ex.P5	Deed of Hypothecation
Ex.P6	Agreement
Ex.P7	Particulars of vehicle
Ex.P8	Copy of Aadhar card of Chaman Lal
Ex.P9	Government of India Undertaking(Post Sanction Visit)

Ex.P10	Letter evidencing execution of documents
Ex.P11	Government of India Undertaking(Pre Sanction Visit)
Ex.P12	Copy of Account Statement of Chaman Lal
Mark-A	Copy of Voter card of Chaman Lal
Mark-B	Copy of death certificate of Chaman Lal

6. Thereafter, on 04.09.2023, Ld counsel for plaintiff vide his separate statement closed the evidence.

ARGUMENTS:

7. I have heard learned counsel for the plaintiff and have perused the records of the case carefully.

8. Learned counsel for the plaintiff has argued that from the oral and documentary evidence available on the record, the plaintiff has proved its case and the suit should be allowed.

DECISION OF THE CASE WITH REASONS:

9. In the considered view of this Court, the suit has merit. Plaintiff is before this court seeking relief for recovery of Rs.1,16,959.36/- alongwith interest at the rate of 10.85% per annum with monthly rests from the date of accrual till realization account of costs, as well as on the amount of incidental charges etc.. In order to prove its case, the plaintiff bank has examined its Manager/Authorized Person Smt Anju Rani as PW1. The witness has tendered her affidavit in her examination-in-chief as Ex.PW1/A, wherein she almost reiterated the averments of the plaint and as such, no useful purpose would be served by reproducing of the contents of her affidavit.

10. From the document Ex.P2 i.e. Loan Application form, it is proved that borrower Chaman Lal (deceased) applied for loan of Rs.99,000/-. From the document Ex.P5, it is proved that the loan was sanctioned by the plaintiff-Bank in favour of borrower Chaman Lal. PW1 Smt, Anju Rani, who is the authorized representative of the Bank has proved these documents. Perusal of the statement of account Ex.P12 which is perse admissible in evidence reveals that on 03.03.2020, loan amount was transferred in the account of deceased Chaman Lal and further on 03.03.2022, amount of Rs.1,16,959.36/- was outstanding against the defendant. Thus, from the uncontroverted evidence available on the record, it is proved that the borrower Jai Kishan (deceased) availed loan from the plaintiff-bank but failed to repay the outstanding amount.

11. The defendant has failed to appear before the Court and was proceeded against exparte. Meaning thereby, he has nothing to say and he is admitting the claim of plaintiff. Here it is pertinent to mention that plaintiff by leading cogent and convincing evidence has duly proved his case and discharged his burden. The above-discussed documentary evidence as well as oral evidence adduced by the plaintiff has gone unrebuted and unchallenged and there is no reason to disbelieve the same.

12. In view of the above discussion, the suit is **decreed ex parte with costs** in favour of the plaintiff and against the defendants and plaintiff is entitled to recover of Rs. 1,16,959.36/- alongwith interest at the rate of 6% per annum from the date of filing of

suit till the date of realization. Decree-sheet be prepared accordingly. File be consigned to the record-room after due compliance.

Pronounced in open Court: (Rakesh Kadian)
Dated: 03.07.2026 Civil Judge (Sr. Divn.),
Rohtak. UID No. HR0365

Note: All the pages of this judgment have been dictated, checked and signed by me.

(Rakesh Kadian)
Civil Judge (Sr. Divn.),
Annu Rohtak. UID No. HR0365

ANNU " I attest to the accuracy and authenticity of this document."
Digitally signed by ANNU
Date: 2026.07.06
13:28:38 +0530

(Rakesh Kadian)
Civil Judge (Sr. Divn.)
Rohtak.03.07.2026

Present: Shri Virender Singh Hooda, Ld. counsel for the plaintiff. Defendants no. 1 to 6 exparte vide order dated 25.08.2022.

Exparte arguments heard. Order pronounced. Vide my separately recorded judgment of even date, the suit of the plaintiff succeeds and same is hereby decreed ex-parte with costs. Decree-sheet be prepared accordingly. File be consigned to the record room after due compliance.

Pronounced in open Court: (Rakesh Kadian)
03.07.2026 Civil Judge (Sr. Divn.),
Rohtak. UID No. HR0365

Annu

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(Rakesh Kadian)
Civil Judge (Sr. Divn.)
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