CNR No. MHTH020018162017	Canara Bank Thr. Anjali Vinaybhushan Lokhande Vs. Khalid Amanullah Usmani		
	Received on	:	29/04/2017
	Registered on	:	29/04/2017
	Decided on	:	31/03/2021
Sum.Civ.Suit/102/2017	Duration	:	Y M D
			03 11 02

IN THE COURT OF THE CIVIL JUDGE SR. DIVISION, THANE
{ Presided over by : K.G. Chaudhari }
J.O. CODE :- MH01973

Sum.Civ. Suit No.102/2017
Exh. No.-

CANARA BANK, Under the banking Companies [Acquisitions & Transfer of Undertaking] Act, 1970, Having its Head Office at: 112, J.C. Road, Bangalore 2 and one of its Branches amongst Others is situate at : Kadam Hall, Shree Ganesh Krupa Building, "B" wing, Mumbra, Dist. Thane 400 612, Through its Senior Manager and authorised Signatory **Smt. Anjali Vinaybhushan Lokhande**, Aged 46 years, Occupation :Service, Residing at :c/o Canara Bank, Kadam Hall, Shree Ganesh Krupa Building, "B" Wing, Mumbra, Dist. Thane 400612.	**... Plaintiff.**
V/s	
Shri. Khalid Amanullah Usmani Age 48 years, Occupation:Business, Residing at :- Insha Apartment, Room No. 105, Shadi Mahel Road, Amrut Nagar, Mumbra, Dist. Thane 400 612.	**...Defendant.**

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Appearances;

Plaintiff :- Ld. Advocate-V.N. Biwalkar.
Defendant :- Ex-parte.
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SUIT FOR RECOVERY OF Rs. 2,07,498.12/-

:JUDGMENT:
(Delivered on 31st March, 2021)
(Judgment as per Order XXXVI Rule 2(3) of C.P.C.)

1] This is a suit for recovery.

2] In short, the case of the plaintiff Bank is as under,

The plaintiff is a nationalized bank duly formed and registered under the provisions of the Banking Regulation Act, 1949 r/w the Banking Companies [Acquisition and Transfer of Undertaking] Act 1970, having branches all over India. One of the branches, of the plaintiff bank is operating at Kadam Hall, Shree Ganesh Krupa Building "B" Wing, Mumbra, Dist. Thane 400 612. The defendant is a customer of the plaintiff bank and has availed of the vehicle loan, to purchase goods carrier vehicle. The said vehicle is a Goods Carrier Piaggio bearing registration No. MH04GF8729. In the year 2014 the defendant has approached the Plaintiff Bank for obtaining the said vehicle loan. The said loan was sanctioned for the purchase of goods carrier vehicle on 16/06/2014.

3] On doing the regular scrutiny of the proposal submitted by the said defendant and relying upon the information given by him the plaintiff bank had sanctioned personal loan of Rs.1.70 lakhs to the defendant on the terms and conditions specifically spelt out in their sanction letter dated 18/06/2014. The said loan amount was disbursed on 18/06/2014. The defendant has accepted the said terms and conditions of sanction of loan.

4] The repayment of the said loan was to be done as 36 equated monthly installments of RS 5663/-. The said loan is secured by creating Plaintiff Bank's hypothecation charge upon the said vehicle. The defendant has executed some documents as Deed of hypothecation dated 18/06/2014 and letter of undertaking dated 18/06/2014. The defendant has failed, neglected and avoided to pay the monthly installment per month. However, the defendant used to deposit small amounts towards the loan amount payable by him. As on 27/04/2017 the sum Rs. 1,44,545.97/- towards outstanding principal amount and 62,952.15/- towards interest, totally amount of Rs. 2,07,498.12/- is due and payable form the defendant to plaintiff bank. Inspite of repeated oral demands, several telephonic calls and written demand notices/recall notice dated 17/06/2016 and the defendant has neither paid any heed nor taken any steps to the said account. The defendant has lastly deposited amount in his loan account on 09/04/2015 and thereafter he has not deposited or paid even a single paisa in his aforesaid loan account. Hence, they filed this suit.

5] Inspite of service of summons, defendant failed to appear. Hence, vide Order below Exh. 1 dated 13.06.2018, the matter proceeded ex-parte against defendant. Plaintiff lead his evidence and filed evidence close pursis vide **Exh. 18**. Defendant failed to lead evidence.

6] Heard Argument of Ld. Advocate for Plaintiff Bank. Following points arise for my determination. Findings to which along with reasons are as follows:

Sr. No.	**POINTS FOR DERTERMINATION**	**FINDINGS**
1.	Whether Plaintiff Bank is entitled to recover the amount of Rs.2,07,498.12/- alongwith interest @10.75% p.a. till payment and/or realization from the defendant?	**..In the affirmative.**
2.	Does Plaintiff Bank prove that defendant committed defaults in repayment of the Loan amount?	**..In the affirmative.**
3.	What Decree and Order?	**...As per final order.**

: REASONS :

As to points No. 1 and 2 :

7] In support of its case, Plaintiff have examined its Officer of the Plaintiff Bank **PW-1** Shri Abhishek Singh, Branch Manager at **EXH 07.** Plaintiff have also relied upon documentary evidence such as Sanction letter dated 14/06/2014 at **Exh. 10**, Letter of acknowledgement of de bt dated 16/06/2016 at **Exh. 11**, deed of hypothecation dated 18/06/2014 at **Exh. 12**, Letter of undertaking dated 18/06/2014 at **Exh. 13**, demand notices/ recall notice dated 17/06/2016 at **Exh. 14**, Copy of Power of Attorney executed by the plaintiff Bank in the name of its Branch Manager at **Exh. 15**, Computer Extracts of loan account of the defendant at **Exh. 16**, Power of Attorney of Shri Abhishek Singh at **Exh. 17**.

As to Point No. 1 and 2:

8] As all these points are interlinked and in order to avoid repetition of facts, all these points are discussed and dealt with together. The Officer of the plaintiff Bank **PW-1** Abhishek Singh at **EXH 07** and deposed that the he is employed with the Plaintiff Bank in this suit. Presently he is posted as Branch Manager, at Mumbra Branch, Thane. The plaintiff is a nationalized bank duly formed and registered under the provisions of the Banking Regulation Act, 1949 r/w the Banking Companies [Acquisition and Transfer of Undertaking] Act 1970, having branches all over India. One of the branches, of the plaintiff bank is operating at Kadam Hall, Shree Ganesh Krupa Building “B” Wing, Mumbra, Dist. Thane 400 612. The defendant is a customer of the plaintiff bank and has availed of the vehicle loan, to purchase goods carrier vehicle. The said vehicle is a Goods Carrier Piaggio bearing registration No. MH04GF8729. In the year 2014 the defendant has approached the Plaintiff Bank for obtaining the said vehicle loan. The said loan was sanctioned for the purchase of goods carrier vehicle on 16/06/2014.

9] He further deposed that on doing the regular scrutiny of the proposal submitted by the said defendant and relying upon the information given by him the plaintiff bank had sanctioned personal loan of Rs.1.70 lakhs to the defendant on the terms and conditions specifically spelt out in their sanction letter dated 18/06/2014. The said loan amount was disbursed on 18/06/2014. The defendant has accepted the said terms and conditions of sanction of loan.

10] He further deposed that the repayment of the said loan was to be done as 36 equated monthly installments of RS 5663/-. The said loan is secured by creating Plaintiff Bank's hypothecation charge upon the said vehicle. The defendant has executed some documents as Deed of hypothecation dated 18/06/2014 and letter of undertaking dated 18/06/2014. The defendant has failed, neglected and avoided to pay the monthly installment per month. However, the defendant used to deposit small amounts towards the loan amount payable by him. As on 27/04/2017 the sum Rs. 1,44,545.97/- towards outstanding principal amount and 62,952.15/- towards interest, totally amount of Rs. 2,07,498.12/- is due and payable form the defendant to plaintiff bank. Inspite of repeated oral demands, several telephonic calls and written demand notices/recall notice dated 17/06/2016 and the defendant has neither paid any heed nor taken any steps to the said account. The defendant has lastly deposited amount in his loan account on 09/04/2015 and thereafter he has not deposited or paid even a single paisa in his aforesaid loan account. Hence, they filed this suit.

11] From the above discussion, it has become clear that the Plaintiff Bank have proved that it had issued the loan of Rs. 1.70 lakhs to the Defendant on his request. The Defendant was irregular in repaying the loan amount and committed defaults in payment of the same. Needless to say that due to fault of defendant, plaintiff constrained to file this suit and hence, Plaintiff Bank is entitled to get cost of the suit. Hence, Plaintiff Bank is entitled to recover the amount of Rs.2,07,498.12/- with further interest 10.75% p.a. from 24/04/2017 till payment and reliazation and cost of the suit from the Defendant.

12] Perused Original Sanction memorandum vide Exh. 10 amd acklnoledgement of debt and security vide Exh. 11 in which the rate of interest is mentioned @ 10.75 % p.a.. Perused other documents. All the documents produced by Plaintiff Bank, supports the case of Plaintiff. The evidence of Plaintiff have gone unchallenged. I do not find any reason to disbelieve the evidence of Plaintiff. Hence, I answered Points No. 1 and 2 in the affirmative.

As to Point No. 3:

13] Considering the aforesaid discussion, plaintiff Bank is entitled to recover the loan amount of Rs. 2,07,498.12/- with further interest @ 10.75 % p.a. from 27/04/2017 till realization of that amount. Plaintiff bank is also entitled for the cost. Hence, I pass following order.

ORDER

1. Suit is decreed with cost.

2. Defendant is directed to pay the Plaintiff Bank an amount of Rs.2,07,498.12/- with interest @ 10.75% p.a. from 27/04/2017 till payment and reliazation.

3. Decree be drawn up according.

DISTRICT COURTS MAHARASHTRA

Digitally signed by Kishor Gorakh Chaudhari
Date: 2021.03.31 16:43:14 +0530

Date : 31-03-2021
Thane

(**Shri. K. G. Chaudhari)**
7th Joint Civil Judge Senior Division
Thane

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