

Money Suit - 24/2019
CNR No. WBCB03-000109-2019.

Present : Smt Sharmistha Ghosh, Civil Judge(Dr.Divn), Sadar, Cooch Behar.

Order No. 28

Dated : 11.02.2025.

Today is fixed for ex parte hearing.

Plaintiff files hazira.

Witness Dipti Biswas is examined as PW1 and discharged.

The following documents are marked exhibits:

1. Authorisation letter marked as Exhibit 1.
2. Loan Application dated 18.05.2015 marked as Exhibit 2.
3. Sanction letter marked as Exhibit 3.
4. Hypothecation cum Loan agreement dated 18.05.2015 marked as Exhibit 4.
5. Demand notice dated 15.12.2017 and 11.02.2019 marked as Exhibit 5 series.
6. Computer generated account statement marked as Exhibit 6.

Ld Advocate for the plaintiff submits that he will not adduce any further evidence and prays for closure of evidence.

Exparte evidence is closed.

Record is taken up for ex parte argument. Heard the Ld advocate for the plaintiff.

Record is then taken up for passing ex parte order.

This is the suit for realisation of a sum of Rs. 1,36,685/- from the defendant along with interest and the cost of the suit. The factual matrix of the case in a nutshell is that the plaintiff is a corporate body and is carrying on business of banking all over India having its branches, ATMs, zonal offices throughout India including branch office at Coochbehar. The defendant made an application for vehicle loan before the Plaintiff's bank and the plaintiff bank sanctioned a Loan of Rs 1,86,000/-- only on 18.05.2015 and the defendant accepted the terms and conditions of said loan. Thereafter, the defendant executed one Hypothecation Agreement in the Bank's prescribed form duly signed by him. It is the further case of the plaintiff that the Plaintiff's bank opened one loan account in the name of the defendant at the place of plaintiff's bank for withdrawals and deposits by defendant and for charging interest. It is the contention of the plaintiff that the defendant is not paying the loan amount in spite of several demands by plaintiff. It has been further alleged by the plaintiff that the plaintiff institution subsequently

issued two demand notices to the defendant in writing asking him to make a payment of the outstanding amount but defendant did not pay any heed to the same and hence the suit.

From the case record it appears that though the defendant was duly served with the summon of the case, but he did not appear before this court on the date fixed for appearance and as such the suit was heard *ex parte* against him.

The plaintiff has filed a series of documents in support of his case in order to secure his right over judgment which are as follows:

1. Authorisation letter marked as Exhibit 1.
2. Loan Application dated 18.05.2015 marked as Exhibit 2.
3. Sanction letter marked as Exhibit 3.
4. Hypothecation cum Loan agreement dated 18.05.2015 marked as Exhibit 4.
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Dipti Biswas, the authorised representative of the plaintiff bank adduced evidence as PW-1.

From the plaint, it becomes clear that the plaintiff has filed the instant suit seeking realization of a sum of Rs. 1,36,685/- together with interest and other ancillary relief. Now, Pw. 1 being the authorised representative of the plaintiff bank duly narrated the plaint case. From Ext 2 Ext 3 and Ext 4 it appears that on application by the defendant, an agreement was entered into between the plaintiff institution and the defendant in respect of a sum of Rs. 1,86,000/- wherein the defendant agreed to repay the same within stipulated time. Now Ext. 5 series are the demand notices issued by the plaintiff institution addressed to the defendant at the address specified in the loan agreement by the defendant himself asking him to repay a sum of Rs. 1,36,685/-. Ext 6 is the computer generated bank statement showing outstanding balance in the loan account of the defendant. Now, considering the above oral and documentary evidence on record I am of the view that the plaintiff has been successful in establishing his case to the satisfaction of this court as there is nothing on record to disbelieve the unchallenged case

of the plaintiff and accordingly I am inclined to decree the suit in exparte in favour of the plaintiff.

Court Fee paid is correct.

As a result the suit succeeds in ex-parte.

Hence, it is,

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that the suit be and the same is decreed in ex-parte. The defendant do pay the plaintiff a sum of Rs. 1,36,685/- with interest @ 9.70 % per anum till the realisation of the said amount. The defendant is directed to pay the amount to the plaintiff within 60 days from the date of this order. In default the plaintiff shall be at liberty to apply before the court for recovery of the amount by executing the decree.

Suit is disposed of.

Note in register.

D/C by me.

Sd/- S.Ghosh
C. J. (Sr. Div.),
Sadar, Cooch-Behar

Sd/- S.Ghosh
CJ(Sr. Div.),
Sadar, Cooch-Behar .
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