IN THE COURT OF CIVIL JUDGE (SR. DIVN.), 10th COURT, ALIPORE, District: South 24 Parganas
Present:- Bidushi Tshering Lepcha (JO Code : WB01210)
MONEY SUIT : 212 of 2018
[CNR no. WBSP02-001197-2018]

PLAINTIFF :
State Bank of India
.... Plaintiff
VERSUS

DEFENDANT :
Mr. Rajesh Mollick
.... Defendant

FINAL ORDER

Order dated 30-07-2026 :

Today is fixed for passing exparte order.
Plaintiff files hazira.
Ld Adv for the plaintiff is present.

The facts of the suit in hand, in brief is that the plaintiff is a banking institution and a body Corporate constituted under the State Bank of India Act, 1955 and it is running a branch office at Small and Medium Enterprises Centre 50A, Gariahat Road, Kolkata 700019 also known as SMEC, Ballygunge branch, within the jurisdiction of this Court.

It is stated that the sole defendant is a businessman and he applied the plaintiff branch for a grant of Cash Credit Loan aggregating to a sum of Rs.50,000/- on the grounds of expansion of his existing business which was sanctioned by the bank on 01-10-2016. It is stated the defendant had availed of and utilized the Cash Credit Loan in respect to Loan account no.36195872620 aggregating to a sum of Rs.50,000/-.

It is stated that on 01-10-2016, the defendant executed the agreement of loan-cum-hypothication at the SMEC Ballygunge office in respect of the cash credit account no.36195872620. Thereafter, the defendant started being highly irregular to make payment of the loan and neglected to pay. As such, the said loan was classified as NPA on 10-03-2017. It is stated that the plaintiff bank issued legal notice dated 26-04-2018 demanding the outstanding dues but the defendant failed to respond.

As such, the plaintiff bank filed this suit before this court claiming a sum of **Rs.63,992/-** only inclusive of the accrued interest calculated up to 25-04-2018. The particulars of the due amount is as under:

Cash Credit Loan Account bearing no.36195872620 :

- Towards the Principal amount : Rs. 51,683/-
- Accrued Interest @ 15.25 % per annum till 25-04-2018 : Rs.12,309/-.

Total: Rs.63,992/-

After institution of the suit, notice was sent to the defendant which was properly served to the defendant as per Section 27 of the General Clause Act. The defendant failed to appear in spite of proper receipt of summon for which the case was fixed for ex parte hearing vide order dated 27-02-2023.

One Bikash Chandra Sarkar was adduced as PW-1 by the plaintiff. During the evidence of PW-1, the following documents were marked as exhibits:

Exhibit no.	Date of Admission	Description of documents
Exhibit-1	13-01-2026	Original Authorization Letter dated 13-01-2026.
Exhibit-2	13-01-2026	Letter of Arrangement dated 01-10-2016 in favor of Mr Rajesh Mollick of M/s. R.S Belt & Beeding, issued by Branch Manager, SBI.
Exhibit-3	13-01-2026	Agreement of Loan-cum-hypothication dated 01-10-2016 in favour of Mr Rajesh Mollick of M/s. R.S Belt & Beeding.
Exhibit-4 series	13-01-2026	Office copy of Legal Demand Notice dated 26-04-2018 as issued by the Constituent Attorney of the plaintiff Bank in favour of Mr Rajesh Mollick of M/s. R.S Belt & Beeding, with original postal receipt.
Exhibit-5	13-01-2026	Statement of Account pertaining to Loan Account No.36195872620 on and from 21-10-2016 to 24-10-2025 (two sheets) of the borrower M/s. R.S Belt & Beeding.

At the stage of argument, Ld Adv on behalf of the plaintiff submitted that he has proved his case by adducing oral evidence as well as sufficient documentary evidence. He prayed for passing a decree on basis of the reliefs prayed as per the plaint.

On perusal of the case record, it is needless to mention that as the suit was heard exparte, the oral evidence of PW1 as well as all the documentary evidence adduced by the plaintiff's side remains unchallenged. Going through this evidence, it is proved that the defendant had taken one loan of Rs.50,000/- in respect to Loan Account bearing no.36195872620 which was sanctioned on 01-10-2016. The factum of this loan is also proved from the contents of Exhibit-2 & Exhibit-3. It is alleged that the defendant defaulted in the payments as per the agreement and that the loan was classified as NPA on 10-03-2017. As per the document marked as Exhibit-4 series, the plaintiff bank had sent a legal demand notice dated 26-04-2018 to the defendant by informing him about the total amount due being **Rs.63,992/-** only inclusive of the accrued interest calculated up to 25-04-2018. In support of the claimed amount, the plaintiff has filed Bank Statement marked as Exhibit-5 in respect to the said loan accounts.

So, as the testimony of PW1 stands unchallenged, this Court finds no reason to disbelieve it. The oral evidence supported by the documentary evidence corroborates the contents of the plaint filed by the plaintiff. Therefore, the plaintiff succeeds.

However, I find that no evidence has been forwarded by the plaintiff for appointment of receiver, attachment for which these prayers are rejected.

CF paid is sufficient.

Hence, it is,

ORDERED;

that the **instant suit be and the same is decreed exparte, in part, against the defendant, without costs.**

The plaintiff is entitled to get **Rs.63,992/- only along with simple interest @ 15% per annum to be calculated from the date of filing of the suit i.e. 11-05-2018 till the date of actual realization.**

The Defendant is directed to pay the aforesaid amount within 90 days of passing of this order, in default, the plaintiff is at liberty to seek execution for recovery of the same.

Let the decree be drawn up accordingly.

DA to note in concerned register and upload in CIS.

Thus, the suit stands disposed of, accordingly.

Dictated & Corrected by :-

Sd/-
Civil Judge (Senior Division),
South 24 Paragana

Sd/-
Civil Judge (Senior Division),
South 24 Paraganas
(JO Code : WB01210)