M.S. - 1750 of 2022 (CNR – WBCC01-006209-2022)

Present: Sonia Majumdar (WB01128), Judge, Bench-II.

Order No. 23
Dated : 17.06.2026

Today is fixed for passing exparte order.

Plaintiff files hazira.

The record is taken up today for passing necessary order upon exparte hearing of this suit.

This is a suit for recovery of money.

In short, the case of the plaintiff bank is that the defendant No.1 is a sole proprietorship firm and the defendant No.2 is the sole proprietor. That on the basis of an application of the defendants, the plaintiff bank had sanctioned a Cash Credit Loan under Stand Up India Scheme with a limit of Rs.10,00,000/- and a Term Loan with a limit of Rs.65,000/- vide sanction letter dated 08.06.2017 and during the COVID-19 pandemic period one FITL-COVID loan was sanctioned with a limit of Rs.53,168/-. The aforesaid sanctioned letter was duly signed by the defendants acknowledging and accepting the terms and conditions contained therein.

It is further case of the plaintiff bank that the plaintiff disbursed the sanctioned amount of loans in favour of the defendants, the defendants also acknowledged the debts through a letter dated 01.06.2020. After acknowledging the debt, the defendants intentionally failed and neglected to repay the loan amount of the plaintiff bank, as a result, the account became Non Performing Asset on 11.05.2022. Even after demand, several requests, claims and reminders through personal contact and telephone calls, the defendants intentionally failed to repay the loan of the plaintiff bank along with interest as per agreed terms.

It is case of the plaintiff bank that a sum of Rs.10,93,910.77 with interest calculated up to 06.06.2022 is now due from the defendants to the plaintiff. It is the further case of the plaintiff bank that the bank is entitled to further interest at the contractual rate of 10% per annum including 2% penal interest per month thereon from 07.06.2022 as per the agreed terms till the date of repayment of the entire claim made herein and hence, the instant suit.

It appears from the record that the defendants appeared by filing vakalatnama and filed written statement. Thereafter, the defendants did not appear to contest the suit and as such, by Order No. 18 dated 18.08.2025, the instant suit was directed to be heard exparte as against the defendants.

In support of its case, the plaintiff bank has adduced the evidence of one Manash Pratim Dutta, senior Manager of the plaintiff bank, who has deposed as PW 1. Besides such testimony of PW 1, some documents have also been admitted into evidence and marked as exhibits.

Exbt 1 is the copy of power of attorney dated 07.02.2024, **Exbt 2** is the original loan application dated 02.06.2017, **Exbt 3** is the sanction letter dated 08.06.2017, **Exbt 4** is the attestation memo dated 08.06.2017, **Exbt 5** is the demand promissory note dated 08.06.2017, **Exbt 6** is the letter of continuing security dated 08.06.2017, **Exbt 7** is the declaration cum undertaking cum authority dated 08.06.2017, **Exbt 8** is the composite hypothecation agreement executed by and between the parties on 08.06.2017, **Exbt 9** is the letter issued by the defendant in favour of the plaintiff bank on 08.06.2017 depositing fixed/short deposit, **Exbt 10** is the letter of authority to make payment directing the dealers issued by the defendants in favour of the plaintiff bank, **Exbt 11** is the loan document issued by the plaintiff bank in favour of the defendant No.1 on 21.02.2021, **Exbt 12** is the demand promissory note issued by the defendant No.2 on 22.01.2021 in favour of the defendant No.1, **Exbt 13** is the letter of installment with acceleration clause dated 22.01.2021 submitted by the defendant No.2 on behalf of the defendant No.1 before the plaintiff bank, **Exbt 14** is the letter of sole proprietorship issued by the defendant No.2 in favour of the plaintiff bank on 22.01.2021, **Exbt 15** is the declaration cum undertaking cum authority dated 22.01.2021, **Exbt 16** composite hypothecation agreement dated 22.01.2021, **Exbt 17** is the letter issued by the defendant No.2 on 01.06.2020 in favour of the plaintiff bank towards acknowledgment of the dues, **Exbt 18 series** are the three statement of accounts along with bankers certificate.

I have carefully gone through the entire evidence on record, both oral and documentary. Now it is to be ascertained as to how far the plaintiff bank has been able to substantiate its case in this suit.

On the basis of the evidence of PW 1 together with the documents filed by the P.W. 1 it is quite evident that an application for loan has been made by the defendants on 02.06.2017. From Exbt.6 it appears that the plaintiff bank has sanctioned the same on 08.06.2017 a cash credit loan amounting to Rs.10,00,000/- (Rupees Ten lakhs) in favour of the defendants. Exbt 18 series goes to show that the defendants were irregular in making repayment of the installment amounts, for which the said loan account had to be declared as NPA and the same was reflected in the statement of account. It appears from the bank statement i.e. Exbt 18 series filed by the plaintiff bank that Rs. 9,99,852/- (Rupees Nine Lakhs ninety nine thousand eight hundred and fifty two) is due from the defendants as on 11.05.2022 but the ultimate total due is Rs.9,27,815.50p. Therefore, the plaintiff bank is entitled to recover the said amount of Rs. 9,27,815/- (Nine Lakhs Twenty Seven thousand eight hundred and fifteen only) from the defendants.

In view of the aforesaid unchallenged testimony of PW 1 bolstered by the documentary evidence on record, in my considered opinion the plaintiff bank has been able to substantiate its case successfully and as such it is entitled to Rs. 9,27,815/- (Nine Lakhs Twenty Seven thousand eight hundred and fifteen only).

In the end, the instant suit succeeds exparte.

C.F. paid is correct and sufficient.

Hence, it is,

O R D E R E D

that the instant suit being Money Suit No. 1750 of 2022 be, and the same is, hereby decreed exparte against the defendants without costs.

The plaintiff bank does hereby get a decree for a sum of Rs. 9,27,815/- (Rupees Nine Lakhs Twenty Seven thousand eight hundred and fifteen only). The defendants are hereby directed to make payment of the said amount in favour of the plaintiff bank within a period of three months from this date; in default, the plaintiff bank

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will be at liberty to realise the said amount from the defendants by putting the decree into execution.

Decree be drawn up accordingly.

D/C by me

Sd/-

Judge

Sd/-

Judge 2nd Bench,
City Civil Court, Calcutta.