In the Court of SCJ-cum-RC, (West District)
Tis Hazari Courts, Delhi.
Presided by : Ms. Richa Sharma

CS SCJ No.1696/2025
CNR NO.DLWT03-002795-2025

Punjab National Bank
a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at Plot No. 4, Sector- 10, Dwarka, NewDelhi-110075, being the successor of Oriental Bank of Commerce by Scheme Amalgamation pursuant to Gazette Notification No. 133 dated 04.03.2020 of the Government of India, passed by the Central Government Under Section 9 of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, and amongst, Other Places, a Branch Office at GN-12, Shivaji Enclave, Tagore Garden Extension, New Delhi-110027.

..... Plaintiff

Versus

Vikas Kumar Sharma
S/o late Sh. Ved Prakash
R/o House No.H-47,
Gali No.3, Ganga Vihar,
Gokulpuri, Delhi-110094.

…......Defendant

Date of filing : 03.11.2025
Date of judgment : 01.07.2026

J U D G M E N T
SUIT FOR RECOVERY OF RS.2,33,513.62 ALONG WITH INTEREST

1. The plaintiff has filed the present suit seeking recovery of

RICHA SHARMA Digitally signed by RICHA SHARMA Date: 2026.07.01 14:37:57 +0530

Rs.2,33,513.62, being the outstanding amount due as on 30.09.2025, from the defendant. The plaintiff has also prayed for future interest at 12.60% per annum from 01.10.2025, pendente lite interest at 12.60% per annum, penal interest at 2% per annum, applicable charges/fees until realization of the decretal amount, and the costs of the suit.

BRIEF FACTS OF THE CASE

2. The brief facts as per the plaint are, the plaintiff, Punjab National Bank, is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, and is the successor of Oriental Bank of Commerce pursuant to the Scheme of Amalgamation notified by the Government of India on 04.03.2020.

3. It is averred, that the defendant applied for and availed a Digital Personal Loan/Insta Loan of Rs.2,21,000/- from the plaintiff bank on 24.08.2022 through the bank's online portal/app. The loan was sanctioned under Account No. 133210NB00000310 for a tenure of 60 months carrying interest at the rate of 12.40% per annum, repayable in monthly installments of Rs. 4,961/-.

4. It is further submitted, that after examining the defendant's application and creditworthiness, the plaintiff bank sanctioned and disbursed the loan. The defendant accepted the terms and conditions of the loan facility. The defendant failed to maintain financial discipline and defaulted in payment of the equated monthly installments (EMIs) as per the agreed repayment schedule. Despite repeated requests and reminders from the plaintiff bank, the defendant failed to regularize the loan account.

5. It is further contended, that due to persistent defaults, the loan account was classified as a Non-Performing Asset (NPA) on 29.02.2024. The plaintiff bank issued a legal notice dated 23.07.2025 demanding payment of the outstanding dues. The notice was duly served upon the defendant; however, neither any reply was furnished nor was any payment made. As per the books of account maintained by the plaintiff bank, a sum of Rs.2,33,513.62 was outstanding and payable by the defendant as on 30.09.2025, exclusive of future interest, penal interest, charges and costs.

6. It is further voiced, that since the defendant failed to clear the outstanding liability despite repeated demands and legal notice, the plaintiff bank has been constrained to institute the present suit for recovery of Rs.2,33,513.62 together with pendente lite and future interest, penal interest, costs and other applicable charges.

7. Summons of the present suit was sent to the defendant, which was served upon the defendant on 15.02.2026, however, despite service defendant failed to appear in the Court and accordingly, vide order dated 13.05.2026 defendant was proceeded ex-parte.

Thereafter, matter was listed for ex-parte PE.

8. In support of its contentions, the plaintiff examined its Authorized Representative, Ms. Rupali Agarwal, Manager as PW-1 and she tendered in evidence her duly sworn affidavit, exhibited as Ex.PW1/A. In her testimony, following documents

RICHA SHARMA Digitally signed by RICHA SHARMA Date: 2026.07.01 14:38:08 +0530

were exhibited :-

1. Ex. PW-1/1(OSR) is the photocopy of power of attorney vide dated 07.08.2020

2. Ex. PW-1/2 is the true copy of application form dated 24.08.2022

3. Ex. PW-1/3 is the true copy of appraisal note/process note of digital pre-approved personal loan dated 24.08.2022

4. Ex. PW-1/4 is the true copy of CBIL report of defendant

5. Ex. PW-1/5 is the true copy of sanction letter dated 24.08.2022

6. Ex. PW-1/6 is the true copy of key facts statement dated 24.08.2022

7. Ex. PW-1/7 is the true copy of copy of legal notice dated 23.07.2025

8. Ex. PW-1/8 is the original speed post receipt

9. Ex. PW-1/9 is the true copy of tracking report

10. Ex. PW-1/10 is the true copy of memoranda of dues

11. Ex. PW-1/11 is the true copy of account statement

12. Ex. PW-1/12 is the certificate under section 2A of Bankers Books Evidence Act

13. Ex. PW-1/13 is the certificate under Section 63 of BSA, 2023.

9. Thereafter, the plaintiff evidence was closed and the final arguments were advanced.

ARGUMENTS AND CONCLUSION:-

10. I have heard the arguments advanced by the Ld. Counsel

RICHA SHARMA Digitally signed by RICHA SHARMA Date: 2026.07.01 14:30:37 +0530

for the plaintiff and have perused the record carefully. My findings are as under :-

11. In order to prove its case, the plaintiff examined its Manager/Authorized Representative, Ms. Rupali Agarwal as PW-1. She relied upon the copy of the Power of Attorney as Ex. PW1/1 (OSR), vide which she was authorized to file and pursue the case as well as to depose on behalf of the plaintiff. She also relied upon the loan application form digitally submitted by the defendant, which reflects that the defendant had applied for the grant of a digital personal loan after accepting the terms and conditions, which was exhibited as Ex.PW1/2. The plaintiff placed on record the appraisal note of the digital pre-approved personal loan dated 24.08.2022, which demonstrates that the loan proposal was duly evaluated and approved as per the internal guidelines of the plaintiff, which was exhibited as Ex.PW1/3. The plaintiff also placed reliance upon the true copy of CIBIL credit score/report of the defendant, which forms part of the loan appraisal process and indicates that the loan was processed on the basis of the defendant's creditworthiness, which was exhibited as Ex.PW1/4.

12. Further, in order to prove its case, the plaintiff has placed on record the sanction letter dated 24.08.2022, which clearly sets out the loan amount, rate of interest, tenure, and repayment terms which was exhibited as Ex.PW1/5. The said document evidences the sanction of the loan in favour of the defendant. The plaintiff also placed on record the Key Fact Statement, which contains the repayment schedule and other essential loan terms and

substantiates the agreed liability of the defendant, which was exhibited as Ex.PW1/6. Additionally, the plaintiff filed on record the memoranda of dues as Ex.PW1/10 and statement of account maintained by the plaintiff as Ex.PW1/11. A perusal of the same reflects, that the statement pertains to the period from 24.08.2022 to 26.10.2025 and that as on 30.09.2025, a sum of Rs.2,33,513.62 was due against the defendant.

13. Furthermore, the plaintiff has also filed on record the certificate under Section 2A of the Bankers' Book of Evidence Act as Ex.PW1/12 and Section 63 of BSA, 2023 as Ex. PW1/13 in support of the computer generated documents relied upon by it.

14. The plaintiff has also placed on record the legal notice as Ex.PW1/7 along with proof of service i.e. original postal receipt and true copy of tracking report which were exhibited as Ex.PW1/8 and Ex.PW1/9 respectively. It is a settled proposition of law that, if a party despite service of legal notices chooses not to reply to the same, the averments of the notice stands admitted. Furthermore, the legal notice along with postal receipts was also sent by plaintiff to the defendant and at this stage inference can be drawn on the basis of Section 114 of the Indian Evidence Act which states that, "*the court may presume the existence of any fact which it thinks likely to have happened, regard being had to the common course of natural events, human conduct and/a private business, in their relation to the facts of the particular case*." The Clause (f) appended to the section clearly states that, "*common course of business has been followed in a particular*

case, implying that where a letter or legal notice as in the present case is sent to the defendant, it would have ordinarily been delivered in the common course of business to the party to whom it was addressed."

15. In this case the delivery of the legal notice also stands proved by the postal receipts placed on record of the service of the legal notice.

16. It has been held by the Hon'ble Supreme Court in judgment titled as ***Abdul Gaffar vs. DDA 2001 Rajdhani Law Reporter 249*** that if a legal notice is given by a party, the same is not replied and contents not denied then, silence of the notice raises presumption against him. Another judgment of Hon'ble High Court titled as ***Kalu Ram v Sita Ram 1980 Rajdhani Law Reporter (Note) 44*** is on the same aspect.

17. At this stage, it is also pertinent to mention Section 27 of the General Clauses Act :

> *"Where any Central Act or Regulation made after the commencement of this Act authorizes or requires any document to be served by post, whether the expression "serve" or "given" or "send" or any other expression is used, then, unless a different intention appears, the service shall be deemed to be effected by properly addressing, pre-paying and posting by registered post, a letter containing the document, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post."*

RICHA SHARMA Digitally signed by RICHA SHARMA Date: 2026.07.01 14:38:57 +0530

18. The Hon'ble Apex Court in the case of ***K.Bhaskaran vs Sankaran Vaidhyan Balan & Anr. (1999) 7 SCC 510*** observed as under :

> "*The principle incorporated in Section 27 of the General Clauses Act could profitably be imported in a case where the sender had dispatched the notice by post with the direct address written on it. Then it can be deemed to have been served on the addressee, unless he proves that it was not really served and he was not responsible for such non-service. These were the observations of the Hon'ble Supreme Court while dealing with a case relating to service of notice U/s 138 of NI Act.* "

19. Thus, in the backdrop of the facts of the present case and the same being read conjointly with the law reproduced as above, it is clear that the legal notice was sent to defendant by plaintiff and same is Ex.PW-1/7. Despite that the defendant did not reply to the legal notice nor did he make payment of the outstanding amount to the defendant and this goes to establish that defendant does not have any valid defence to make against the contentions of plaintiff.

20. Since the defendant was proceeded ex-parte in this matter, ex-parte evidence led by the plaintiff remained uncontroverted and unchallenged, hence, the court finds no ground to disbelieve the testimony of the plaintiff witness. In view of the un-rebutted and unchallenged oral and documentary ex-parte evidence led by

RICHA SHARMA Digitally signed by RICHA SHARMA Date: 2026.07.01 14:39:02 +0530

the plaintiff, the plaintiff has been able to prove the case as set up in the plaint and the plaintiff is entitled for a decree.

21. In view of the above-detailed discussion, the suit of plaintiff for recovery of Rs.2,33,513.62 is decreed in favour of the plaintiff and against the defendant. Plaintiff is also entitled for interest at the rate of 6% per annum on the said amount from the date of filing of the suit till realization. Costs of the suit is also awarded in favour of the plaintiff and against the defendant. Decree sheet be prepared accordingly, after filing of the deficient Court fees, if any.

22. File be consigned to record room after due compliance.

Announced in the open Court
on 01.07.2026

RICHA SHARMA
Digitally signed by RICHA SHARMA
Date: 2026.07.01 14:39:08 +0530

(Richa Sharma)
Sr. Civil Judge – Cum - RC
THC / Delhi /01.07.2026