IN THE COURT OF MS. PREETI RAI, PCS,
CIVIL JUDGE (JUNIOR DIVISION), PATTI/ UID No. PB-0786

CNR No. PBTTA00012212023 **Case No. CS/567/2023**

Presented on : 03-10-2023
Registered on : 09-10-2023
Decided on : 06-05-2026

Punjab National Bank a body Corporate Constituted Under the Banking Companies, (Acquisition and Transfer of Undertaking Act 05 of 1970), having its head office at plot no.4, Sector no.10, Dwarka, New Delhi carrying on business on the banking and having its branches throughout India and one such Branch Office Among others at Gharyala, Tehsil Patti, District Tarn Taran through its Manager/Authority Letter Holder of the plaintiff bank Shri Satish Kumar.

…..Plaintiff.

Versus

Achhar Singh son of Darbara Singh, resident of village Varnala, Tehsil Patti, District Tarn Taran.

…..Defendant

Suit under Order 34 of CPC for recovery of Rs. 4,57,203.37/- (Four Lakh, Fifty Seven Thousand, Two Hundred Three and Thirty Seven Paisa) inclusive of interest up to 12.05.2023 along with future interest 11% base rate+2% per annum with yearly rests from 13.05.2023 till the realization and recoverable by sale of mortgaged land measuring 19 kanals 03 marlas being 1/5 share out of total land measuring 95 kanals 18 marlas, bearing Khata no.367/823, 322/732, 327/745, 368/811, comprising of Khasra no.67//9 (7-11) 12 (8-0), 19 (8-0), 21 (7-12), 22 (8-0), 88/1 (7-5), 2/1 (4-0), 63//10 (7-11), 11 (8-0), 20 (8-0), 63//4/2 (5-6), 5/1 (0-13), 67//20 (7-12), 24/1/2 (2-2), 87/11/2 (0-1), 12/1/1 (0-18), 88//10/2 (0-5), 66//10/2 (4-18), 11/1 (0-4), as per jamabandi for the year 2004-05 situated in the revenue estate of village Varnala, Tehsil Patti, District Tarn Taran owned and possessed by the defendant no.1.

Present: Sh. Bikram Arora Advocate for plaintiff
Defendant exparte vide order dated 18.11.2025

JUDGMENT

The present suit has been filed by the plaintiff for recovery of Rs. Rs. 4,57,203.37/- (Four Lakh, Fifty Seven Thousand, Two Hundred Three and Thirty Seven Paisa) inclusive of interest up to 12.05.2023 along with future interest 11% base rate +2% per annum with yearly rests from 13.05.2023 till the realization and recoverable by sale of mortgaged land measuring 19 kanals 03 marlas being 1/5 share out of total land measuring 95 kanals 18 marlas as detailed in the head note of the plaint.

2. Briefly stated case of the plaintiff is that in 2010 the defendant approached the plaintiff bank with a request for the grant of K.C.C. limit for purchasing of seeds, fertilizers etc. for agricultural purpose and other needs of agricultural and submitted his loan application form dated 10.04.2010. Further, in order to secure repayment of the said loan, the defendant offered mortgage of land standing in his name. It has been further submitted that the plaintiff bank, after considering the request of the defendant, agreed and sanctioned loan limit to the tune of Rs.3,00,000/- (Three lakh only) in favour of the defendant in loan account no.0672008800003943. It has been further submitted that the rate of interest was charged from time to time as per instructions of Reserve Bank of India and the present rate of interest applicable in the said loan limit is @ 11% + 2% penal interest with yearly rests and other usual bank charges. It has been further submitted that the account of borrower remained irregular right from the inception of said loan and said borrower failed to regularize the account inspite of repeated demands and requests made by the officials of the bank orally as well as in writing. It has also been submitted that an amount of Rs. 4,57,203.37/- (Four Lakh, Fifty

Seven Thousand, Two Hundred Three and Thirty Seven Paisa) inclusive of interest up to 12.05.2023 is due and outstanding from the defendant along with future interest 11% +2% penal interest per annum with yearly rests in the above said loan limit account is due and payable by the defendant, which the defendant has failed to pay inspite of repeated requests and demands. The account books are regularly maintained in the ordinary course of banking business. All the entries pertaining to loan are mentioned in account statement. It has been further submitted that the cause of action arose to the plaintiff Bank against the defendant intiually arose when the defendant approached the plaintiff bank and submitted his loan applications for the purpose loan limit and availed the same upon creation of registered mortgage deed by the defendant and also executed security documents as detailed above the consequently further arose when the account of the defendant became irregular and sticky; cause of action further arose in loan amount when the defendant deposited amount as shown in the statement of account extending the period of limitations in the account; cause of action also arose when the defendant failed to regularize the amount inspite of requests made by the officials of the bank repeatedly orally as well as in writing; cause of action further arose when the defendant failed to adjust the account; cause of action further arose when the defendant thumb marked balance security confirmation letter dated 22.01.2013, 18.11.2015, 02.07.2018 and 07.06.2021 further arose when the plaintiff served a legal notice dated 05.07.2021 etc. to the defendant no.1; cause of action is continuing one and shall continue to accrue each day till the clearance of the total outstanding in the account;

therefore, the present suit of the plaintiff bank is filed well within time. Hence, the present suit.

3. On notice, the defendant failed to appear despite notice and thus he was proceeded against exparte vide order dated 18.11.2025 and case was fixed for exparte evidence of the plaintiff bank.

4. In order to prove its case, the plaintiff bank has examined following witnesses:

(a) PW1 Sanjay Chaudhary, Manager, Punjab National Bank, Branch Office Gharyala, Tehsil Patti, District Tarn Taran appeared as witness and tendered his affidavit Ex.PW1/A wherein he reiterated the entire version as mentioned in the plaint and he also proved on record following documents:

(i) Power of attorney dated 01.02.2016 is Ex. P1

(ii) Copy of power of attorney of Satish Kumar is Ex.P1/A,

(iii) application for agricultural credit dated 10.04.2010 is Ex.P2,

(iv) interview-cum-assessment form/process note form is Ex.P3,

(v) Memorandum for sanction of cash credit dated 10.04.2010 Ex.P4,

(vi) Simplified confidential report on borrowers and guarantors dated 10.04.2010 Ex.P5,

(vii) Hypothecation agreement dated 13.05.2010 is Ex.P6,

(viii) Letter of consent dated 13.05.2010 is Ex.P7,

(ix) Mortgage deed Ex.P8,

(x) Endorsement of mortgage deed is Ex.P8/A,

(xi) Balance and security confirmation letters Ex.P9 to Ex.P12,

(xii) jamabandi of mortgage land is Ex.P13,

(xiii) Account statement Ex.P14,

No other witness was examined by the plaintiff and thereafter counsel for the plaintiff bank closed the evidence on 06.05.2026.

5. The Ld counsel for the plaintiff argued that the plaintiff bank has duly proved its case by examining the witness PW1 who has fully supported the case of the plaintiff bank and has also proved all the material documents of loan, which bear signatures of defendant. The defendant has failed to contest the suit of the plaintiff and has been proceeded against exparte. Hence, prayer is made to decree the suit.

6. I have heard the submissions of learned counsel for the plaintiff and also gone through documents available on the record. In order to prove its case, the plaintiff bank has examined the witness PW1 Sanjay Chaudhary, Manager, Punjab National Bank, Branch Office Gharyala, Tehsil Patti, District Tarn Taran, who appeared as witness and tendered his affidavit Ex.PW1/A wherein he reiterated the entire version as mentioned in the plaint and he also proved on record power of attorney dated 01.02.2026 is Ex. P1, copy of power of attorney of Satish Kumar is Ex.P1/A, application for agricultural credit dated 10.04.2010 is Ex.P2, interview-cum-assessment form/process note form is Ex.P3, Memorandum for sanction of cash credit dated 10.04.2010 Ex.P4, Specified confidential report on borrowers and guarantors dated 10.04.2010 Ex.P5, Hypothecation agreement dated 13.05.2010 is Ex.P6, letter of consent dated 13.05.2010 is Ex.P7, Mortgage deed Ex.P8, endorsement is

Ex.P8/A, balance and security confirmation letters Ex.P9 to Ex.P12, jamabandi of mortgage land is Ex.P13, account statement Ex.P14,

7. The perusal of Ex. P2 i.e Loan Application Form shows that the defendant applied for Loan of Rs.3,00,000/- from the plaintiff bank**.** This application duly bears thumb impression of defendant. Thereafter as per the sanction of Hypothecation of agreement 13.05.2010 Ex.P6, loan of Rs.3,00,000/- was sanctioned to defendant.

In the present case, the plaintiff bank in order to prove its case brought on record the original documents (Ex.P3 to Ex.P5) which are the best evidence to prove that the same were executed by the defendant in favour of the bank.

Therefore, it stands established on the record that defendant has availed loan of Rs.3,00,000/- from the plaintiff bank.

8. The plaintiff bank has duly proved on record report on borrowers and guarantors dated 10.04.2010 Ex.P5 and as per this document the defendant agreed to pay interest upon the principal amount at the rate which is fixed and notified by the Bank/RBI from time to time.

10. Further in the present case, the defendant has failed to appear and contest the present suit, and has been proceeded against exparte and thus the evidence led by the plaintiff stands unrebutted and unchallenged and there is nothing on record to disbelieve the plaintiff version upto any extent.

11. As far as limitation is concerned, the defendant has availed loan from the plaintiff bank on 10.04.2010 and thereafter he confirmed the said loan on 22.01.2013, 18.11.2025, 02.07.2018 and 07.06.2021 as evident

from Ex.P9 to Ex.P12 respectively, whereby the defendant has acknowledged his liability time to time and as present suit has been filed on 05.10.2023, thus the present suit is well within limitation.

Otherwise also, the present loan is availed by the defendant by mortgaging property vide mortgage deed Ex.P8 and once the loan is secured by mortgage of immovable property then limitation for recovery of such loan is 12 years and thus the present suit is within limitation on this ground as well.

12. In view of my above discussion, the plaintiff bank has proved its case against the defendant for recovery and therefore, the suit of the plaintiff succeeds. Accordingly, the present suit is hereby decreed ex-parte to the extent of recovery of Rs.4,57,203.37/- (Rs.3,00,000/- being principal amount and Rs.1,57,203.37/- being interest) along with pendente-lite interest and future interest at the rate of prescribed/specified by RBI from time to time from the date of decision till its actual realization against the defendant without any monthly rests with costs. Other reliefs not granted specifically are denied. Decree sheet be prepared and file be consigned to the judicial record room, after necessary compliance.

Announced in open court
Dated: 06.05.2026

Preeti Rai, PCS,
Civil Judge (Junior Division),
Patti/UID No. PB0786

Rahul Sharma (steno)

Present: Sh. Bikram Arora Advocate for plaintiff
Defendant exparte vide order dated 18.11.2025

Arguments heard, vide my separate judgment of even date, the plaintiff bank has proved its case against the defendant for recovery and therefore, the suit of the plaintiff succeeds. Accordingly, the present suit is hereby decreed ex-parte to the extent of recovery of Rs.4,57,203.37/- (Rs.3,00,000/- being principal amount and Rs.1,57,203.37/- being interest) along with pendente-lite interest and future interest at the rate of prescribed/specified by RBI from time to time from the date of decision till its actual realization against the defendant without any monthly rests with costs. Other reliefs not granted specifically are denied. Decree sheet be prepared and file be consigned to the judicial record room, after necessary compliance.

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