MHAU080027242024

Received on	:	02.03.2023
Registered on	:	21.06.2023
Decided on	:	11.08.2026
Duration	:	03 Y. 05 M. 09 D.

IN THE COURT OF CIVIL JUDGE (SENIOR DIVISION), AT SILLOD.
(BEFORE : S. S. DESHMUKH)

Special Civil Suit No.297/2024 **Exh. No.26.**

Bank of Maharashtra,
a body corporate constituted under the
Banking Companies (acquisition and transfer
of undertakings) Act 1970, having its Central
Office at Pune and it's Branch at Banoti,
Tq. Soygaon, Dist. Aurangabad through
it's Branch Manager -
Mr. Shubhakaran Saushal S/o. Krishnakumar Kaushal
Age : 31 years, Occu : Service as Branch Manager,
R/o. Banoti, Tq. Soygaon, Dist. Aurangabad. **...PLAINTIFF.**

VERSUS

1. Abhimanyu Vijay Pagare
Age : Major, Occ. Agri,

2. Yogesh Vithoba More (Died)

3. Deepak Vijay Pagare
Age : Major, Occ. Agri,
All R/o, Wadgaon Tigji, Tq. Soygaon,
Dist. Chh. Sambhajinagar. **...DEFENDANTS.**

Claim : Suit for total recovery of an amount of Rs.6,13,486/-.

Mr. S. K. Dhakre, Ld. Advocate for Plaintiff.
Exparte against defendants.

JUDGMENT

(Delivered on 11th Day of August, 2026)

1. The plaintiff has filed suit for recovery of crop loan amount of Rs.6,13,486/- with future rate of interest @7.00% per annum from 10.11.2022 till realization of entire loan amount against the defendants.

2. **Brief facts of the plaintiff's case are as follows -**

The Plaintiffs bank is a body corporate, constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970, having it's Central office at Pune and its Branch office at Banoti, Tq. Soygaon, Dist. Aurangabad. The defendants have approached to the plaintiff's bank on 26.06.2015 for requesting Crop Loan Facility. By considering request of defendants, the plaintiff bank sanctioned the Crop Loan of Rs.4,26,000/- 26.06.2015 which is repayable with interest @7.00% per annum. The defendants had agreed to repay the entire Crop Loan as per rules.

3. It is contended by plaintiff that the defendants had accepted terms and condition of loan and defendant Nos.2 & 3 had stood guarantors to the crop loan which were disbursed to the defendants by opening loan accounts No.60219351921. The defendants had executed documents in favour of plaintiff bank specified in para No.4 of the plaint and thereby agreed to repay the loan amount.

4. It is contended that, the defendant No.1 had executed declaration mortgage dated 26.06.2015 for crop loan in respect of land Gut No.74, situated at village Wadgaon, Tq. Soygaon, Dist. Aurangabad, to the extent of 02H 80R, and thereby plaintiff bank was empowered to foreclosure the property of defendants against crop loan amount. The loan was disbursed in the aforementioned loan account, however, defendants have failed to make the payment of loan amount and therefore the loan account of defendants had became NPA.

5. It is contended that the plaintiff bank had demanded outstanding loan amount of Rs.6,13,486/- (Crop Loan) and interest thereon from 10.11.2022 at the rate of @7.00% per annum for crop loan with penal interest 2% from the defendants as per statements of account maintained in the name of defendant No.1, however, the defendants have willfully and deliberately avoided and failed to pay loan amount therefore plaintiff bank had constrained to file suit against the defendants for recovery of loan amount as claim in the suit.

6. The defendant No.1 & 3 were served with suit summons, but they failed to appear in the suit, the suit was proceeded exparte against defendant No.1 & 3 by passing order below Exh.1. However, during pendency of suit defendant No.2 was reported dead. Hence, the suit against defendant No.2 was abated.

7. Heard Ld. Advocate for the plaintiff.

8. On the basis of contentions following points arise for determination of suit and I have recorded my findings thereon with reasons as follows -

SR. NO.	POINTS	FINDINGS
1)	Does plaintiff proved that the Crop Loan of Rs.4,26,000/- with interest @7.00% p.a. was sanctioned to the defendant Nos.1 to 3 and defendant Nos.2 & 3 had become guarantors ?	Affirmative
2)	Whether plaintiff has proved that the defendant Nos.1 to 3 have availed Crop Loan of Rs.4,26,000/- with interest @7.00% p.a.?	Affirmative
3)	Whether plaintiff bank proved that the defendants Nos.1 to 3 are outstanding to pay loan amount of Rs.6,13,486/- (Crop Loan) with future interest @7.00% p.a. with penal interest @2% p.a as prayed ?	Partly Affirmative
4)	Whether plaintiff bank is entitled to recover Rs.6,13,486/- (Crop Loan) with future interest @7.00% p.a. with penal interest @2% p.a as prayed ?	Partly Affirmative
5)	What order ?	As per final order.

<u>R E A S O N S</u>

<u>AS TO POINT NO.1 TO 5 :</u>

9. The plaintiff bank has produced an affidavit of examination-in-chief of its employee Hemant Dhanraj Patil at Exh.8 and relied upon following documents at Exh.10 to 24 in order to prove its claim.

Sr No.	Description	Date
1)	Loan application given by defendant No.1 to plaintiff bank	26.06.2015

2)	Information letter given by defendant No.2	26.06.2015
3)	Information letter given by defendant No.3	26.06.2015
4)	RF-45 application/request letter for making credit facility available	06.07.2015
5)	Sanction letter issued by plaintiff bank in the name of defendant No.1	26.06.2015
6)	RF 46 & 47 demand promissory note signed by defendant No.1	06.07.2015
7)	RF 138 E Hypothecation agreement for all agricultural facilities executed by defendant No.1 in favour of plaintiff bank	06.07.2015
8)	F-138G Agreement of Mahabank Kisan Credit Card executed by defendant No.1 in favour of plaintiff bank	06.07.2015
9)	RF 154 B deed of guarantee executed by defendant No.2 & 3 in favour of plaintiff bank	06.07.2015
10)	Mortgage affidavit executed by defendant No.1 U/s.5 (1) of Maharashtra Agriculture Rule 1974 before Sub Regd Office Soygaon	26.06.2015
11)	Letter issued by plaintiff bank to concern Talathi in respect of creation of charge of plaintiff bank over land gut No.74 along with 7/12 extract	26.06.2015
12)	Legal notice issued by advocate of plaintiff bank to defendant No.1 to 3 in respect of repayment of loan amount	16.11.2022
13)	Three postal receipts of RPAD notice	21.11.2022
14)	Three return envelope of RPAD notice	23.11.2022
15)	Account statement along with certificate U/s.2 (A) of Banker Books Evidence Act	09.11.2022

10. The plaintiff bank has examined witness Hemant Dhanraj Patil at Exh.8 and relied upon original documents in support of evidence at Exh.10 to 24 and these documents are duly referred in evidence and proved. The defendants have neither disputed the claim of plaintiff bank nor denied the loan transaction and the documents submitted by the plaintiff bank annexed at Exh.10 to 24. Plaintiff bank has closed evidence by filing pursis at Exh.25. The defendants have failed to appear and did not deny the statement of loan account of plaintiff bank and therefore the statement of plaintiff bank has remain unchallenged and therefore, the statement of plaintiff bank is required to be taken to be admitted by the defendants in terms of provisions of Order VIII Rule 5 (1) of Code of Civil Procedure.

11. In view of evidence of witness of plaintiff bank, it appears that, the defendants have requested crop loan of Rs.4,26,000/- on 26.06.2015 with interest @7.00% p.a. The amount were disbursed in the loan accounts maintained with plaintiff bank and defendants No.2 & 3 for crop loan stood guarantors. The loan documents relied upon by the plaintiff bank annexed at Exh.10 to 24 have established that the Crop Loan of Rs.4,26,000/- were sanctioned to the defendants with the interest @7.00% per annum and the defendant Nos.2 & 3 stood as guarantors to the said loan transaction of defendant No.1.

12. The plaintiff bank has claimed that the defendants had availed crop loan facility, however, failed to repay the loan amount and therefore, claimed due amount Rs.6,13,486/- crop loan shown as on 10.11.2022 in view of statements of account annexed with Exh.24. The statements of account are supporting to the case of plaintiff bank and established the fact that defendants are outstanding to pay amount of Rs.6,13,486/- crop loan. The plaintiff bank has sought future interest @7.00 per annum including 2% penal interest against the defendants as agreed. However, there is no such term which justifies right of plaintiff bank to claim penal interest against the defendants for the default of term loan. Hence, plaintiff bank is not entitled for penal interest. In view of the terms and conditions of the loan agreement plaintiff bank is entitled for recovery of sum of Rs.6,13,486/- with interest @7.00% p.a. for crop loan from 10.11.2022 till actual realization of the entire amount from defendants jointly and severally.

13. The defendant No.1 had executed declaration of mortgage affidavit dated 26.06.2015 for crop loan annexed at Exh.19 land Gut No.74, situated at village Wadgaon, Tq. Soygaon, Dist. Aurangabad, to the extent of 02H 80R, and thereby plaintiff bank was empowered to foreclosure the property of defendant No.1 to 3 against said loan amount. The plaintiff bank has proved its case through oral as well as documentary evidence.

14. The defendants did not appear and did not challenge the evidence of plaintiff bank. There is no contrary evidence from the defendants. The statements of loan account of plaintiff bank annexed with Exh.24 corroborates the case of outstanding amount as claimed. The defendants have failed to repay loan amount and therefore, the plaintiff bank is entitled for recovery of Rs.6,13,486/-

with interest @7.00% p.a. for crop loan from 10.11.2022 till its realization of entire amount from defendants jointly and severally and if the defendants No.1 & 3 failed to make payment of outstanding decretal amount, then plaintiff bank is entitled for foreclosure of mortgage property as prayed for recovery of loan amount. Consequently, I answer points No.1 and 2 affirmative and in answer to point No.3 and 4 partly affirmative and in the result and for the point No.5, I proceed to pass following order -

ORDER

1) The suit is partly decreed with costs.

2) The defendant No.1 & 3 are directed to pay jointly and severally the sum of Rs.6,13,486/- (Rs. Six Lakhs Thirteen Thousand Four Hundred and Eighty Six only) for crop loan to plaintiff bank along with interest @7.00% per annum as claim para No.19 of plaint till its actual realization of entire amount.

3) The plaintiff bank is entitled for foreclosure of mortgage property as prayed for recovery of loan amount if the defendant Nos.1 & 3 have failed to make the payment of loan amount.

4) Decree be drawn up accordingly.

(Typed and pronounced in open court.)

Digitally signed by SUSHIL SHARADRAO DESHMUKH
Date: 2026.08.11 15:36:10 +0530

(S. S. Deshmukh)
Date : 11.08.2026. Civil Judge (Senior Division),
Sillod.

CERTIFICATE

I affirm that, the contents of this PDF file Judgment are same, word to word as per the original Judgment.

Name of the Stenographer	:	Gajanan Ramesh Tehere Steno - (Grade-II)
Court	:	CJSD Court, Sillod.
Judgment date	:	11.08.2026.
Judgment signed by the Presiding Officer on	:	11.08.2026
Judgment uploaded on	:	11.08.2026
