Registration No.	: COMMCS/276/2025
Filing No.	: COMMCS/278/2025
Filed On	: 09/06/2025
Registered On	: 11/06/2025
Decided On	: 25/06/2026
Duration	: Y.__ M.__D.__

IN THE COMMERCIAL COURT AT AHMEDABAD
Court No. 19
COMM. CIVIL SUIT NO. 276 of 2025

Exh.36

PLAINTIFF:-

Karur Vyasya Bank Ltd,
Having its Head Office At:
ERODE ROAD, KARUR
and Branch Officer Situated at
Plot No.503-504/1, Sakar-VII,
“B” Block, Nehru Bridge Corner,
Ashram Road, Ahmedabad-380009.

VERSUS

DEFENDANT:-

Mr. Samir Omkarsingh Rajput,
Proprietor of M/s. Samir Omkarsingh Rajput,
B/117/118, Jivan Park,
Ghodasar, Ahmedabad City,
Ahmedabad-380050.

Appearance:-
Mr. K. K. Parmar, Learned Advocate for the Plaintiff.
None Appeared On Behalf of the Defendant.

SUIT FOR CLAIMING OF Rs. 17,45,235.62 Ps.

JUDGMENT

1. The plaintiff bank has filed this suit against the defendant to recover an outstanding amount of loan with interest and costs from the defendants, more particularly as prayed in the relief para of the plaint.

2. It transpires from the record that defendant has been duly served with the notice/summons through public notice in daily newspaper i.e. Divya Bhaskar dated 06/12/2025, the original page of newspaper is produced vide Exh.16. It also transpires from the record that in-spite of the service, nobody has appeared for the defendant. Hence, the matter is proceeded in absence of the defendant i.e. an ex-parte as per order below Exh.1 dated 05/02/2026.

3. Considering the pleadings and documentary evidence on record, this Court has framed Issues at Exh.18 which are as under:-

-:: I S S U E S ::-

1) Whether the plaintiff Bank proves that there is an outstanding amount of Rs.17,45,235.62 Ps. towards the loan given to the defendant is due?
2) Whether the plaintiff Bank is entitled to get interest as prayed for? If yes, at what rate and since when ?
3) What order and decree ?

4. My findings to the above-stated Issues are as follows:-

-:: F I N D I N G S ::-

1. In Affirmative
2. In Partly Affirmative
3. As per final order

5. In support of the case, the authorised signatory of the plaintiff bank has filed affidavit of examination-in-chief at Exh.17 and has also produced documentary evidence vide Exh.22 to 34 viz. Sanction Letters, Demand Promissory Note, General Credit Facility Agreements, Tax Invoice, GECL Facility Form, Mortgage Agreement, Legal Notice, Statement of Accounts, Power of Attorney of Manager, Revival Letter, etc. The plaintiff has filed its closing purshis vide Exh.35.

6. Learned Advocate for the plaintiff has argued that the defendant has approached to plaintiff bank in the year 2020 for obtaining Vehicle Loan for of Rs.27,50,000/- as well as as well as WCTL GECL Loan of Rs.5,50,000/- and at the request of defendant, the plaintiff has sanctioned an amount of Rs. 27,50,000/- as Vehicle Loan vide sanction letter dated 14/02/2020 as well as GECL Loan vide sanction letter 29/10/2020. It is further argued by Learned Advocate for the plaintiff that the terms and conditions of the sanction letters was duly agreed to and accepted by defendant by endorsing the said terms and conditions. It is further argued by Learned Advocate for the plaintiff that the defendant is liable and responsible to repay to the Plaintiff Bank the entire dues under credit facilities which came to be granted by the Plaintiff bank at the request of defendant.

7. Heard the arguments of Learned Advocate for the plaintiff and perused the oral as well as documentary evidences and other material on record.

-:: **<u>R E A S O N S</u>** ::-

<u>ISSUE No.:-1 to 3:-</u>

8. Since Issue No .1 to 3 are inter connected with each another, for the sake of brevity and to avoid the fruitless repetition of facts, they are required to be decided altogether.

9. At the outset, before proceeding further, it is important to discuss the conduct of the defendant i.e. non appearance though they have been duly served through public summons in newspaper. As discussed herein-above, the defendant is served the summons, but he neither appeared nor filed written statement against the present suit. In view of that apposite to note certain provisions of Code of Civil Procedure, 1908 ('the Code' for short), Order XII, Rule 6 and other relevant provisions of the Code i.e. Order VIII, Rule-5(2) which of the Code which reads as under:-

> ***(2) Where the defendant has not filed a pleading, it shall be lawful for the Court to pronounce judgment on the basis of the facts contained in the plaint, except as against a person under a disability, but the Court may, in its discretion, require any such fact to be proved.***

10. Perusing the above provision, it is abundantly clear that if defendant failed to appear before the Court and has not filed written statement, the Court may grant decree. Order VIII, Rule-10 of the Code says that where any party from whom a written statement is required under Rule-I or Rule-9 fails to present the same, within the time permitted or fixed by the Court as the case may be, Court shall pronounce judgment against him, or make such order in relation to the suit and

on the pronouncement of such judgment, a decree shall be drawn up. Of course, for that purpose, the plaintiff has to discharge his burden i.e. for proving the initial facts.

11. Though the matter is proceeded in absence of the defendant, but the duty of the plaintiff is not lesser. The plaintiff has to prove its own case on its shoulders. The plaintiff can not be permitted to take an advantage of loopholes of the defendant. By keeping this principle in mind, the evidence put-forth by the plaintiff is evaluated.

12. Perusing the oral evidence of the concerned officer of the plaintiff at Exh.17 with the documentary evidence produced on record at Exh.22 to 34, it becomes clear that the plaintiff sanctioned loan tune of Rs.27,50,000/- as well as Rs.5,50,000/- vide two sanctioned letters to defendant and in pursuance of the same, the terms and conditions of the loans were duly agreed and accepted by the defendant. However, the defendant, though agreed with the terms and conditions of the said loans and executed various documents in favour of the plaintiff, failed to comply with the such terms and conditions of the said loans. In this connection, the plaintiff also issued Notice to the defendant and in-spite of the same, the defendant has not cleared the outstanding amount due to the defendant. Therefore, the outstanding amount of loans remains unpaid and hence, the plaintiff is constrained to file this suit.

13. This is uncontested *ex-parte* commercial suit of the plaintiff who has filed this suit for recovery of outstanding amount to the loans sanctioned to the defendant as the defendant failed

to repay the outstanding amount of loans as per the terms and conditions agreed between the parties. The plaintiff has produced various documents in support of the suit. Perusing the documentary evidence produced on record, it transpires that sanction letters have been issued to defendant and the plaintiff sanctioned loans to the defendant. Hence, In view of the same, defendant is liable to pay the outstanding amount of the loans sanctioned by the plaintiff.

14. The plaintiff has examined it's authorized person at Exh.17. He deposed in verbatim term as per the plaint. The statement of account, sanctioned letters, revival letter as well as other documents are supported the oral evidence of the plaintiff's witness. His oral evidence appears trustworthy and in consonance with documentary evidence. On that basis of evidence on record, it is safe to believe that the plaintiff succeeds to prove that the defendant received loans from the plaintiff and Rs.17,45,235.62 ps. is remained outstanding of the said loans sanctioned to the defendant. Therefore, the plaintiff has proved Issue No.1 and 2 in affirmative.

15. So far as the interest claimed by the plaintiff is concerned i.e. interest@13.35% p.a., which seems to be on higher side. Therefore, as per Section 34 of the Code of Civil Procedure, 1908, the simple interest at the rate of 10% p.a. would be reasonable which is required to be awarded from the date of filing of the suit till realization. Hence, I answer the Issue No.3 partly in affirmative.

16. Thus considering all the fact and circumstances of the present case, the plaintiff succeeds to prove that Rs.17,45,235.62 Ps. is due from the defendant with interest as discussed above. Hence, in the interest of justice I pass the following order for Issue no.4 :-

-:: O R D E R ::-

(1) The present suit is hereby partly allowed.

(2) The defendant is hereby ordered to pay an amount of Rs.17,45,235.62 Ps. (Rs. Seventeen Lakhs Forty Five Thousand Two Hundred Thirty Five & Sixty Two Paise Only) to the plaintiff with simple interest @10% p.a. from the date of filing of the suit, till actual realization.

(3) The defendant is also ordered to pay the costs of the suit to the plaintiff.

(4) Decree shall be drawn accordingly.

(5) Original documents if any, be returned to the plaintiff as per rules.

(6) Interim application, if any, pending stands disposed of.

Pronounced in the open court on this 25th day of June, 2026.

Date : 25/06/2026
Place : Ahmedabad.

(H. N. Ramavat)
Judge, Commercial Court,
City Civil Court No.19, Ahmedabad
(Unique ID Code : GJ00822)

bkpandya