In the Court of Civil Judge (Senior Division) – 1st, Kishanganj
Money Suit 15/2024 and CIS no. 15/2024
Presented P.O. Smt. Sharda
Dated 08.06.2026

BRKI030001172024

Presented on	: 17-05-2024
Registered on	: 17-05-2024
Decided on	: 08-06-2026
Duration	: 02 years 22 Days

MONEY SUIT/15/2024

IDBI Bank, Kishanganj
Through Branch Manager
Amar Kumar Singh age 33 years
S/o Paras Nath Singh,
R/O Shiwaydin, P.O Sabour, Distt- Bhagalpur (Bihar)

……………………...*Plaintiff*

Versus

Asghar Alam, age 32 years
S/o Md. Abdul Kaiyum,
R/o Murmala, Meharganj, Deshiyatoli, PO Meharganj, PS Bahadurganj Dist. Kishanganj
Bihar- 855107

……………………...*Defendant*

Advocate of the Plaintiff: **Sh. Ashish**, Ld. Advocate
Advocate of the Defendant: Ex-parte dated 28.01.2023

Claim : **Summary Suit for recovery of Money.**

JUDGMENT
(Delivered on –08.06.2026)

1. This is suit filed for recovery of loan valued at Rs. 1105025.40/- with interest from the date of the suit to the date of payment passed in the favour of Plaintiff against defendant.

2. As per the Plaintiff, Branch Manager Amar Kumar Singh the defendant approach the plaintiff Bank for loan and made application and with duly signed and thumb impression by them. The loan application of the defendant was accepted under the scheme with the all terms and conditions incorporated therein was also executed by defendants and accordingly a sum of Rs. 1000000/- was sanctioned in Account no. 1962675100000781, 1962651100000259 customer Id. 83532103 at the annual interest of 12%. As such the principle with interest has reached on 19.02.2024 a sum of Rs. 277105.83/- and 01.01.2024 a sum of Rs. 827919.57/- which is a charge on the equitable mortgage property. The plaintiff is the mortgagee of the property sought to be sold and the defendant is the mortgagor.

The following are the particulars of the mortgage:
(a) Name of the Borrower: 1. Nehal Akhtar S/o Makeen Ahmad
(b) Sum secured- Rs. 1105025.40/-

(C) Rate of interest- 12%

3. The cause of action to file this money suit on several date arose on 31.12.2020 the jurisdiction of this Court when a Bank notice sent mortgagor defendant. But defendant fails to pay the loan amount with interest.

4. The property mortgaged is situate within the local limits of the jurisdiction of this Court.

5. The valuation of the suit for purpose of jurisdiction Rs. 1105025.40/- and the Court fees is fixed for nature of the suit recovery for money hence the plaintiff pay ad valorem Court fees thereupon.

6. After admission, the defendant did not appeared and this case was proceeded ex-parte. In support of its case plaintiff has produced following documents:

7. The plaintiff produced following documentary evidences:

I. Ext.- 1; Demand Promissory Note Delivery Letter (DPN)

II. Ext.- 2; Letter of Intent (LoI)

III. Ext.- 3; Agreement

8. Oral Evidence:

PW-01: **Adarsh Kumar Jha** S/o Anuj Kumar Jha

9. On perusal of all the documents & Oral Evidence, it is clear that the loan was taken by the defendant. He has defaulted. In absence of any rebuttal, the case of plaintiff is accepted to be true. Hence, the suit is decreed ex-parte against defendant.

<u>ORDER</u>

I. Suit is decreed ex-parte against defendant.
II. Money decree of Rs.1105025.40/- is passed in the favour of plaintiff and against the ex-parte defendant.
III. Defendant is directed to pay the decreed, amount within three months, in case they fail, the plaintiff is at liberty to file for execution for sale of mortgage property.
IV. O/C to prepare the decree accordingly.

This is to certify that the judgment was pronounced in open Court and each page of this judgment was typed, written and corrected by me and it contain my signature.

Sd/-

Civil Judge (Senior Division)- 1st
Kishanganj
08.06.2026