IN THE COURT OF Dr. RAKESH KUMAR
DISTRICT JUDGE (COMMERCIAL COURT)-04,
SOUTH-EAST, SAKET COURT COMPLEX, NEW DELHI.

CS (Comm) No.: 494/2025
CNR No. DLSE010060692025

In the matter of

State Bank Of India,
having its Central Office/ Corporate Centre at
State Bank Bhawan, Madam Cama Road,
Mumbai 40024,
& one of its Local Head Office at 11,
Sansad Marg, New Delhi 110001
and Local Branch at
State Bank of India,
Badarpur, New Delhi. **....Plaintiff**

Versus

Bigamber Singh Rawat
Son of Late Sabar Singh Rawat,
Residence of H-277 type-2,
Nanakpura, Chanakaya Puri, New Delhi-110021

Also, at; -

Bigamber Singh Rawat
Son of Late Sabar Singh Rawat,
C/o Central Public Works Department Office,
ID-D91759194, Employee ID-BS130041964CHOW06198
Designation-MTS GPF No- CSDI/115,
DR-ADG(NDR)-II-Delhi Circle I-R Division,
CPWD- IP Bhavan, New Delhi-110002 **........Defendant**

Date of Institution	:	05.06.2025
Date of Reserving judgment	:	10.03.2026
Date of pronouncement of judgment	:	14.03.2026

For plaintiff : Ms. Sushma Choudhary, Advocate
For defendant : Ex-parte.

JUDGMENT

1. This is a suit for recovery of ₹7,30,046/-(Rupees Seven Lakh Thirty Thousand Forty Six Only) with pendent-lite and future interest and costs instituted by the plaintiff State Bank of India against the defendant Bighamber Singh Rawat.

2. Facts, as per the plaintiff's version, are that the defendant approached the plaintiff bank for personal loan- Xpress Credit Loan on 13.09.2018 and at the request of the defendant, the plaintiff bank sanctioned a personal loan in the nature medium term of ₹7,00,000/- to the defendant on the interest @ 11.9 % p.a, vide execution of various documents and a loan account no. 37941721452 was opened in the name of the defendant for the said purpose.

3. It is further averred in the plaint that the loan granted to the defendant was repayable with interest @11.9 % per annum in 60 monthly installments of ₹ 15,536/- each for which the defendant signed various documents in favour of the plaintiff bank.

4. It is further averred in the plaint that the defendant failed to adhere to the terms and conditions of the loan facility despite request of the plaintiff, due to which, the loan account was declared as NPA on 12.04.2024.

5. It is further averred in the plaint that when the defendant failed to repay the loan facility, the plaintiff bank left with no option but to issue a demand letter dated 02.07.2024/ Legal demand notice dated dated 09.10.2024 that the defendant neither gave any response to the legal notice nor paid the outstanding amount, and thereafter, the plaintiff filed the present suit for recovery of ₹7,30,046/-.

6. It is also averred in the plaint that as per section 2 (1)(c) of the Commercial Courts Act, 2015 the subject matter of the present suit is a commercial dispute, therefore, before institution of the suit, the plaintiff approached the South-East District Legal Services Authority for pre-litigation mediation against the defendant, but defendant failed to appear for settlement of the issues leading upto the institution of the suit.

7. The defendant could not be served in ordinary way. Thereafter, an application under Order V Rule 20 of the Code of Civil Procedure, 1908 made on behalf of the plaintiff was allowed and it was ordered that the defendant be served through substituted mode. On 15.12.2025, this court observed that the defendant had been served through publication on 14.11.2025 and vide affixation at first address on 06.12.2025 and at second address on 12.11.2025, however, he neither entered appearance nor filed any written statement and hence, the defendant was proceed ex-parte on 28.02.2026 and the matter was posted for ex-parte hearing.

8. In support of its case, the plaintiff bank examined Mr. Satyendra Kumar Jha, Chief Manager/ Authorised Officer of the plaintiff bank as PW1, who during his examination-in-chief, tendered his affidavit Ex.PW1/A along with the following documents, namely:-

(i) True copy of Gazette notification Ex. PW1/1.

(ii) Loan Application Ex. PW1/2.

(iii) Letter of arrangement Ex. PW1/3.

(iv) Loan Agreement Ex. PW1/4.

(v) Demand notice Ex.PW1/5.

(vi) Legal notice Ex. PW1/6.

(vii) Postal receipts Ex.PW1/6A.

(viii) Non starter report Ex. PW1/7.

(ix) Statement of loan account Ex. PW1/8.

(x) Certificate under Section 63(4) of Bhartiya Sakshya Adhiniyam, 2023 Ex. PW1/9.

(xi) Certificate under Section 2A of Banker's Book Evidence Act, 1981 Ex. PW1/10.

(xii) Certificate of accrued interest Ex. PW1/11.

(xiii) Certificate under Section 2A of the Banker's Book Evidence Act,1981 Ex.PW1/12.

9. In his affidavit (Ex. PW1/A), tendered in evidence, Mr. Satyendra Kumar Jha reiterated the averments made in the plaint, and after tendering his evidence, evidence on behalf of the plaintiff was closed.

10. I have heard counsel for the plaintiff and perused the material available on record carefully.

11. Having drawn attention of this court to the affidavit Ex. PW1/A of Mr. Satyendra Kumar Jha and the documents Ex.PW1/2 to Ex. PW1/9, Counsel of the plaintiff has submitted that the defendant had applied for a personal loan from the plaintiff bank and considering his application, a loan of ₹7,00,000/- was sanctioned to the defendant on execution of the said document.

12. It is further submitted by counsel for the plaintiff that the defendant failed to adhere to the terms and conditions of the loan facility despite request of the plaintiff, so the plaintiff Bank was constrained to get legal notice Ex.PW1/6 issued but, of no avail, leading to the institution of present suit.

13. I have given my thoughtful consideration to the submissions made on behalf of the plaintiff.

14. From the testimony of PW1 Satyendra Kumar Jha and the documents Ex.PW1/2 to Ex.PW1/4, it has been proved that the plaintiff Bank considering the loan application and on execution of various loan documents by the defendant sanctioned personal loan of Rs. 7,00,000/-to the defendant. From the testimony of PW1 Satyendra Kumar Jha and the statement of account Ex.PW1/8 of the loan account of the defendant, it has been proved that the defendant failed to repay

the loan and a sum of ₹5,60,574/- as on 12.04.2024 was due and outstanding against the defendant.

15. From the testimony of PW1 Satyendra Kumar Jha and demand notice Ex. PW1/5, the legal notice Ex.PW1/6 and postal receipts Ex. PW1/6A, it has been proved that before institution of the present suit, the plaintiff bank also sent demand notice as well as legal notice to the defendant calling upon him to pay ₹5,60,574/- along with interest outstanding against the defendant as on 30.04.2024 within 07 days of receipt of notice, but, no such payment was made, resulting the plaintiff approaching the South-East District Legal Service Authority to resolve the dispute by process of mediation, but, it was returned as non-starter.

16. From the evidence led by the plaintiff bank, it has been proved that the defendant is liable to pay ₹7,30,046/- to the plaintiff bank for re-payment of loan along with interest thereon.

17. The plaintiff bank has claimed pendent-lite and future interest @ 11.9 % per annum. From the testimony of PW1 Satyendra Kumar Jha and the arrangement letter Ex. PW1/3 and personal loan agreement Ex. PW1/4, it has been proved that the loan was repayable with interest @ 11.9 % per annum.

18. In view of the above discussion, the present suit is decreed with costs in terms that the plaintiff bank is found entitled to recover ₹7,30,046/-(Rupees Seven Lakh Thirty Thousand Forty Six Only)

from the defendant along with pendent-lite and future interest @ 11.9% per annum from the date of institution of suit till realization of said amount.

19. Decree Sheet be prepared accordingly and file be consigned to the Record Room after necessary compliance.

Pronounced in the open Court
On 14th March, 2026

(Dr. Rakesh Kumar)
District Judge (Commercial Court)-04
South East, Saket Court Complex,
New Delhi