HRPLA00009392020

Presented on : 05-08-2020
Registered on : 05-08-2020
Decided on : 22-07-2026
Duration : 5 years, 11 months, 17 days

IN THE COURT OF
Civil Judge (Junior Division) AT Hodal,Palwal
Presided Over by Vivek Kumar

CS/882/2020

Sarva Haryana Gramin Bank, a regional rural bank constituted after amalgamation through Gazette Notification dated 29.11.2013 issued by Government of India (Banking Division) in exercise of powers conferred under RRB Act 1976 sponsored by Punjab National Bank carrying on banking business and having its Head Office at Rohtak and amongst other a branch office at village **Sondhad**, Tehsil Hodal, District Palwal (hereinafter called the bank which expression shall mean and include its successors and assigns) through Sh. Ram Chandra Thukral, authorized person- Cum Power of Attorney holder-cum Principal Officer of the Bank of the Bank.

…....Plaintiff

Versus

1. Nawab son of Ishak son of Kamla, R/o village Khaika, Tehsil Hathin, District Palwal.

…...Defendant/borrower

2. Iliayash son of Sumrat,
3. Ikbal son of Ishak, both R/o village Khaika, Tehsil Hathin, District Palwal.

…...Defendants/Guarantors

SUIT FOR RECOVERY OF ₹ 1,99,300/- ALONG WITH INTEREST

Argued by: Sh. H.R. Sorout, Ld. Counsel for plaintiff.
Sh. L.R. Rawat, Advocate for defendant no.2.
(defence struck of vide order dated 30.11.2024)
Defendants no.1 & 3 exparte vide order dated 23.08.2024.

JUDGMENT:-

1. This judgment culminates the hearing of suit for recovery of ₹

1,99,300/- filed by the plaintiff with the averments that Senior Manager and Principal Officer of SHGB, Sondhad, is authorized to institute the suit on behalf of the plaintiff bank.

2. As per the averments of the plaintiff, defendant No.1 approached the bank for grant of agricultural loans under the GGB-JK (Jai Kishan Credit Card) Scheme and Kisan Credit Card (KCC) Scheme, whereupon loans of ₹50,000/- and ₹20,000/-, respectively, aggregating to ₹70,000/-, were sanctioned on 12.05.2011. Defendants No.2 and 3 stood as guarantors. To secure repayment of the loan, defendant No.1 executed a registered mortgage deed in favour of the plaintiff bank by mortgaging his 1/12th share measuring 8 Kanals 10 Marlas out of the total land measuring 102 Kanals 8 Marlas, comprised in Khewat/Khatauni No. 10/10, situated within the revenue estate of Village Khaika, Tehsil Hathin, District Palwal. The mortgage was created through Vasika No. 233 dated 03.05.2011, and the mutation was duly incorporated in the revenue record vide Rapat No. 481 dated 04.05.2011. Defendant No.1 also executed the loan agreement, loan application, guarantee deed, GA-6AB and other requisite documents, while defendants No.2 and 3 stood as guarantors for due repayment of the loan. As per the agreed terms, the GGB-JK loan was repayable in seven yearly installments carrying 11.5% per annum interest, whereas the KCC loan carried 7% per annum interest, with an additional 2% penal interest in case of default. Despite repeated demands, reminders and service of a legal notice, the defendants failed to regularize the loan account or repay the outstanding amount. Consequently, the loan account was classified as Non-Performing Asset (NPA) in accordance with RBI guidelines. It was pleaded that as on 29.02.2020, a total sum of ₹1,99,300/- (comprising ₹1,40,700/- in Loan Account No. 7713AP00082037 and ₹58,600/- in KCC Loan Account No. 77138800097709)

remained due and payable. Since the defendants failed to discharge their liability despite final demand. Hence, the present suit.

3. Upon notice, defendants no.1 & 3 did not appear before the court and they were proceeded against exparte vide order dated 23.08.2024.

4. Notice of this suit given to the defendant No.2. Defendant no.2 appeared through his advocate. He was given opportunities for filing written statement but despite availing several effective opportunities he did not file written statement and he was precluded from filing written statement and his defence struck off vide order dated 30.11.2024.

5. Thereafter, case was adjourned for evidence of plaintiff. Ld. Counsel for the plaintiff in his evidence has examined Lal Chand Meena Manager/Principal Officer as PW1. It is pertinent to mention that Ld. Counsel for defendant no.2 was given opportunity to cross examine PW1. Ld. Counsel for defendant No.2 recorded his statement on 22.07.2026 that he does not want to cross examine PW1. In these circumstances, it shall be recorded as NIL.

6. Ld. Counsel for plaintiff in evidence has tendered the following documents:-

Ex.P1	General Power of attorney
Ex.P2	Agreement for agricultural advances
Ex.P3	Deed of Guarantee for agricultural advances
Ex.P4	Simple Mortgage Deed vasika No. 233 dated 03.05.2011
Ex.P5	Entrance and Confirmation of mutation Letter dated 29.04.2011
Ex.P6	Form-GA-6a-b dated 12.05.2011
Ex.P7	Form-GA-6a-b dated 18.05.2011
Ex.P8	Balance and Security Confirmation Letter dated 13.06.2015
Ex.P9	Balance and Security Confirmation Letter dated 19.01.2018
Ex.P10	Account Statement (A/c No. 7713AP00082037)
Ex.P11	Application for Agricultural Credit (KCC)

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UID No.HR0471

Ex.P12	Agreement for agricultural advances
Ex.P13	Deed of Guarantee for agricultural advances
Ex.P14	Form-GA-6a-b dated 12.05.2011
Ex.P15	Balance and Security Confirmation Letter dated 30.04.2014
Ex.P16	Balance and Security Confirmation Letter dated 28.03.2017
Ex.P17	Account Statement (A/c No. 77138800097709)

7. Thereafter, plaintiff's counsel closed evidence vide his separate statement dated 04.02.2026.

8. After appreciating the evidence of the plaintiff bank and perusing record, it comes up that the plaintiff has examined PW-1 Lal Chand Meena, Manager/Principal Officer who in his affidavit Ex.PW1/A has deposed about the claim of the plaintiff bank. He has deposed that he is working as Manager with the plaintiff-bank and is well conversant with the facts of the present case.

9. Witness proved all the documents executed between plaintiff bank and defendant. He proved the documents Ex.P1 to Ex.P17. All these documents coupled with oral testimony of plaintiff witness PW1 cumulatively suggest that the defendant took loan and failed to repay the same along with interest as agreed upon. The defendant no.2 appeared to contest the case but despite having reasonable opportunities did not file written statement. Therefore, every presumption is to be raised against him. There is sufficient oral as well as documentary evidence on record to prove the case of the plaintiff. The contents of the affidavit of the witness examined by the plaintiff bank remained un-rebutted and unchallenged as he was not cross examined by Ld. Counsel for defendant no.2. The defence of defendants no.2 struck off and as such the document also remained unchallenged and stands proved. All the averments of the plaintiff bank and the evidence on record remained un-rebutted and unchallenged, in view thereof, the suit of the plaintiff bank stands proved. Presumption of truth is attached to documents produced by the Bank under

section 3 of Bankers books Evidence Act 1879 which says that, 'All the entries in ledger day books and other account books of any bank shall be admissible in all legal proceedings as *prima-facie* evidence of the matters transactions and accounts recorded therein on proof being given by the affidavit in writing of superior officers of such bank. This suit is filed on 05.08.2020 well within limitation in view of documents Ex.P4 Simple Mortgage Deed, Ex.P8 Balance and Security Confirmation Letter dated 13.06.2015, Ex.P9 Balance and Security Confirmation Letter dated 19.01.2018, Ex.P15 Balance and Security Confirmation Letter dated 30.04.2014 and Ex.P16 Balance and Security Confirmation Letter dated 28.03.2017 which is executed well within limitation as loan was granted on 12.05.2011.

Relief

10. Consequently, the suit of the plaintiff succeeds and is **decreed with costs** and a money decree for **₹ 1,99,300**/- is passed in favour of the plaintiff bank and against the defendant. Plaintiff bank shall be entitled to future interest @ 6% p.a. from the date of institution of suit, till the realization of decreetal amount. Defendants are directed to make the payment as mentioned above along with interest as mentioned above within period of Six months failing which the plaintiff is at liberty to get it realized by approaching court. Decree sheet and memo of cost be prepared accordingly and file be consigned to record room, after due compliance.

Pronounced in open court:
22.07.2026

(Vivek Kumar)
Civil Judge, (Jr. Divn.),
Hodal/UID No. HR0471

Note: This judgment consists of (5) pages and each page checked and signed by me.

S.K. Steno

SUNIL KUMAR
"I attest to the accuracy and authenticity of this document."
2026.07.28 10:28:00 +0530

(Vivek Kumar)
Civil Judge, (Jr. Divn.),
Hodal/UID No. HR0471

(Vivek Kumar)
CJ(JD), Hodal/22.07.2026
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Argued by: Sh. H.R. Sorout, Ld. Counsel for plaintiff.
Sh. L.R. Rawat, Advocate for defendant no.2.
(defence struck of vide order dated 30.11.2024)
Defendants no.1 & 3 exparte vide order dated 23.08.2024.

Today the case was fixed for cross examination of PW1. At this stage, Ld. Counsel for defendant no.2 recorded his statement that he does not want to cross examine witness PW1. In these circumstances, cross examination is considered as NIL.

Arguments heard. To come up after lunch for orders.

(Vivek Kumar)
Civil Judge, (Jr. Divn.),
Hodal/UID No.HR0471

Argued by: Sh. H.R. Sorout, Ld. Counsel for plaintiff.
Sh. L.R. Rawat, Advocate for defendant no.2.
(defence struck of vide order dated 30.11.2024)
Defendants no.1 & 3 exparte vide order dated 23.08.2024.

Order pronounced.

Vide my separate judgment of even date, present suit of plaintiff is **decreed with costs**. Decree sheet and memo of costs be prepared accordingly. File be consigned to the record room, after due compliance.

Pronounced in open court:
22.07.2026

(Vivek Kumar)
Civil Judge, (Jr. Divn.),
Hodal/UID No.HR0471

S.K. Steno

(Vivek Kumar)
CJ(JD), Hodal/22.07.2026
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