IN THE COURT OF SANDEEP KAUR, CIVIL JUDGE (JUNIOR DIVISION), KURUKSHETRA. UID NO.HR0508.

CNR No.HRKU02-001817-2022.
C.I.S. No. : 1439 of 2022.
Date of Institution : 15.10.2022.
Date of Decision : 24.01.2024.

Central Bank of India, a Body Corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Central Office at Chander Mukhi, Nariman Point, Mumbai and a Branch Office amongst other places at Ismailabad District Kurukshetra through its General Power of Attorney Holder Rahul Chaturvedi.

....Plaintiff.

Versus

1. Balbir Kaur wife of Baghel Singh son of Banta Singh, resident of Village Salpani Kalan, Tehsil Thanesar, District Kurukshetra.

2. Gurcharan Singh son of Baghel Singh son of Banta Singh, resident of Village Salpani Kalan, Tehsil Thanesar, District Kurukshetra.

3. Palwinder Singh son of Baghel Singh son of Banta Singh, resident of Salpani Kalan, Tehsil Thanesar, District Kurukshetra.

...Defendants.

Suit for recovery of ₹9,69,208/- in CKCC loan A/c No.3991039517 including incidental expenses and interest calculated upto 07.10.2022 as principal amount and future incidental expenses and interest w.e.f. 08.10.2022 @ 11.95% with half yearly rests till realization of the amount along with pendent-elite interest with 2% penal interest and cost of the suit

recoverable from the defendants by way of sale of mortgage/charges properties of defendants.
* * * * *

Present: Shri Ashish Malhotra, Advocate for the plaintiff.
Defendants exparte vide order dated 21.11.2023.

<u>JUDGMENT</u>:

The present suit has been filed by the plaintiff seeking a decree for recovery of ₹9,69,208/- in CKCC loan A/c No.3991039517 including incidental expenses and interest calculated upto 07.10.2022 as principal amount and future incidental expenses and interest w.e.f. 08.10.2022 @ 11.95% with half yearly rests till realization of the amount along with pendent-elite interest with 2% penal interest and cost of the suit recoverable from the defendants by way of sale of mortgage/charges properties of defendants as well as from the other personal assets of the defendants.

2. It is pleaded, that the defendants No.1 and 2 approached the plaintiff bank for the financial assistance of ₹7,00,000/- as CKCC for agricultural purpose. In this regard, the defendants No.1 and 2 had moved an application dated 22.05.2017 to the plaintiff. In the loan application tendered by defendants disclosed their assets and liabilities. Defendants No.1 and 2 offered their land measuring 33K-4M situated at Village Salpani Kalan, Tehsil Thanesar, District Kurukshetra in favour of plaintiff-bank for securing the loan amount. Plaintiff bank after

considering the application moved by the defendants No.1 and 2 had sanctioned the loan of ₹7,00,000/- under CKCC Scheme for agricultural purpose vide sanction dated 23.05.2017. In this regard, loan account No.3991039517 was opened in the name of defendants No.1 and 2 for CKCC. Defendant No.3 stood guarantor for the loan taken by the defendants No.1 and 2 from plaintiff bank and in this regard, defendant No.3 had executed a form of guarantee for advances and credits generally in favour of plaintiff bank on 08.06.2017 and as per the form of guarantee, defendant No.3 as such jointly and severally liable to pay the outstanding in case of any kind of default on the part of the defendants No.1 and 2. As per the loan agreement in CKCC loan account the rate of interest was agreed to be 1% above the MCLR and filing therewith or at such other rate as may be decided by the bank from time to time with half yearly rest. Defendants had agreed to repay the CKCC loan on demand. Detail of interest charged on CKCC accounts from time to time is given in the statement of accounts. At present rate of interest is applicable 11.95% p.a. with half yearly rest in above said loan account. Before execution of the documents in favour of the bank, the contents of the same were duly explained and read over to the defendants in their vernacular language. Since the defendants has failed to adhere the financial discipline as stipulated and accorded for the said loan facilities and did not repay the loan amount in terms of loan security documents, as such, the account become irregular and the same was transferred to the recall assets account as per the Reserve Bank of India guidelines. In spite of repeated demands made by the plaintiff/bank the CKCC loan account No.3991039517 has been declared as Non-performing Asset on 28.01.2021 due to the non-payment. After adjusting the debit and credit entries in the aforesaid loan account a sum of ₹8,33,571/- was outstanding against the defendants on 28.01.2021 and after that from 29.01.2021 to 07.10.2022 accrued interest calculated separately for filing present suit which comes to ₹1,35,637/-. And now plaintiff bank is entitled to recover the sum of ₹9,69,208/- including interest calculated upto 07.10.2022 from defendants in lump sum along with penal interest till the realization of the whole amount in above said CKCC loan account. The detail of account is derived from the books of account which is regularly maintained by the plaintiff-bank in its due course of business under the Bankers Book Evidence Act. After getting the loan facility the defendants failed to deposit the amount in his loan account. Even the legal notice dated 21.09.2022 was served upon the defendants, calling upon them to pay the entire outstanding dues of the plaintiff-bank, but even then the all dues of the plaintiff bank not cleared and the plaintiff-bank has left with no other alternative except to file the present suit for the recovery of remaining amount. Hence, the present suit.

3. Notice of the suit was given to the defendants No.1 to 3, but they did not appear despite service and accordingly, defendants No.1 to 3 were proceeded against exparte vide order dated 21.11.2023.

4. In order to prove its case, plaintiff-bank has examined Kumar Keshav, Branch Manager, Central Bank of India, Ismailabad as PW1, who has tendered in evidence his duly sworn affidavit Ex.PW1/A and reiterated the averments contained in the plaint.

The plaintiff relied upon the following documents:-

Ex.P1 : Power of attorney.

Ex.P2 : Loan application form.

Ex.P3 : Sanction letter.

Ex.P4 : Loan-cum-Hypothecation Agreement.

Ex.P5 : D.P. Note.

Ex.P6 : Letter of continuity.

Ex.P7 : Supplementary agreement.

Ex.P8 : Form of guarantee for advances & Credits generally.

Ex.P9 : Mutation rapat.

Ex.P10 : Acknowledgement of debt.

Ex.P11 : Statement of account.

Ex.P12 : Legal notice dated 21.09.2022.

Ex.P13-15: Postal receipts.

Thereafter, Kumar Keshav, Branch Manager, Central Bank of India, Ismailabad closed the exparte evidence, vide his separately recorded statement dated 23.01.2024.

5. The above discussed evidence led by plaintiff bank has gone unrebutted and unchallenged as defendants did not appear before the court despite service as proceeded exparte vide order dated 21.11.2023. It is evident from the oral as well as documentary evidence placed on record by the plaintiff bank, that defendant obtained a financial assistance of ₹7,00,000/- as CKCC for agricultural purpose from the plaintiff bank on 23.05.2017, upon execution of various loan documents in favour of the bank. Perusal of statement of account Ex.P11 shows that an amount of ₹9,69,208/- including interest upto 07.10.2022 is outstanding against the defendants, who failed to pay the said amount to the plaintiff bank despite repeated demands. In the absence of any evidence to the contrary, there is no reason to disbelieve the evidence led by plaintiff bank.

6. In result, present suit of plaintiff bank is hereby decreed exparte with costs. Plaintiff bank is entitled to recover the amount of ₹9,69,208/- from the defendants alongwith interest at the rate of 10% with half yearly rests till its realization of the entire loan amount of the plaintiff bank and by sale of mortgage/charged and other immovable/movable

properties of the defendants with costs. The liability of all the defendants are jointly as well as severally. Decree-sheet be prepared accordingly. File be consigned to the record room after due compliance, complete in all respects.

Announced in the open Court. **(Sandeep Kaur)**
Dated: 24.01.2024. **Civil Judge (Junior Division),**
Kurukshetra. UID No.HR0508.

Note: All **Seven** pages of this judgment have been checked and signed by me.

(Sandeep Kaur)
Civil Judge (Junior Division),
Kurukshetra. 24.01.2024.

Amit Kalia, SGG-II.

AMIT
I attest to the accuracy and authenticity of this document
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