IN THE COURT OF DR. MOHINI,
ADDITIONAL CIVIL JUDGE (SENIOR DIVISION),
KURUKSHETRA (UID:HR0356)

Computer ID No.	CS/1444/2022
CNR No.	HRKU02-001818-2022
Date of Institution:	15.10.2022
Date of Decision:	**04.08.2026**

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 Attorney Holder Rahul Chaturvedi.

…....Plaintiff

Versus

1. Vasdev @ Vashudev son of Shri Mahinder Singh son of Shri Datta Ram, resident of Village Mundakhera, Tehsil Thanesar, District Kurukshetra.

…....Defendant/Borrower.

2. Rajinder Kumar son of Shri Jagdish Ram, resident of Village Munda Khera, District Kurukshetra.

…...Defendant/ Guarantor

SUIT FOR RECOVERY OF RS.7,03,196/-

Present: Shri Ashish Malhotra, Advocate for the plaintiff.

Defendant No. 1 proceeded ex-parte vide order dated 15.01.2024.

Defendant No. 2 proceeded ex-parte vide order dated 23.02.2023.

(Dr. Mohini)
ACJ(SD), Kurukshetra,
04.08.2026 (UID:HR0356)

JUDGMENT:

The present suit has been filed by the plaintiff against the defendants seeking decree of recovery of ₹7,03,196/- in CKCC loan account No. 4014799439 including incidental expenses and interest calculated up to 07.10.2022 as principal amount and future incidental expenses and interest w.e.f. 08.10.2022 @ 11.95% with half yearly rest till realization of the amount along with pendente-lite interest with 2% penal interest and cost of the suit recoverable from the defendants by way of sale of mortgage/charged properties of defendants as detailed in the suit as well as from the other personal assets of the defendants and the certificate regarding the sale of mortgaged land be issued in favour of the plaintiff Bank for the recovery of loan amount and the entire costs of the suit along with all expenses and entire cost of the suit. The plaintiff Bank also prayed that the defendants and their servants, legal heirs and agents be restrained by an order of injunction of this Court from disposing of or parting with the possession of the properties of the defendant charged with the plaintiff Bank by way of hypothecation charge and mortgage during the pendency of the present suit and a receiver be appointed to manage the affairs/business of the defendants and to take custody of the hypothecated, pledged goods and mortgaged properties and make recoveries of the debts till the disposal of the suit.

2. Brief facts of the case are that Central Bank of India, Kurukshetra ***(hereinafter called a bank)*** instituted the present suit through

its Authorized Person, who is competent to file the suit and has been authorized by the competent authority to institute the present suit. The defendant No. 1 had applied for Financial Assistance under CKCC of Rs.5,40,000/- on 02.04.2018 and offered his land measuring 27 Kanal 17 Marla, situated at Village Mundakhera, Tehsil Thanesar, District Kurukshetra in favour of plaintiff Bank for securing the loan amount. The plaintiff Bank after considering the application moved by the defendant No. 1 had sanctioned the loan of Rs.5,40,000/- under CKCC Scheme for agricultural purpose vide Memorandum of Sanction dated 01.06.2018 and in this regard, the loan account No. 4014799439 was opened in the name of defendant No. 1 for CKCC.

3. It was further averred that the defendant No. 1 for securing the amount of CKCC loan account had executed the loan-cum-hypothecation agreement; D.P. Note, Letter of Waiver and letter of interest; letter of continuity and Supplementary Agreement. It was further averred that the defendant No. 2 stood as guarantor for the loan taken by the defendant No. 1 from plaintiff Bank and in this regard, defendant No. 2 had executed a Form of Guarantee in favour of plaintiff Bank on 01.06.2018 and as per the Form of Guarantee, defendant No. 2 as such, jointly and severally liable to pay the outstanding, in case of any kind of default on the part of the defendant No. 1. It was also averred that as per the loan agreement, the rate of interest was agreed to be 1.50% above the Base Rate rising and falling therewith or at such other rate as may be

decided by the bank from time to time with a minimum of 9.95% per annum with half yearly rest. The defendants had agreed to repay the CKCC loan on demand. At present the rate of interest is applicable 11.95% per annum with half yearly rest.

4. It was further averred that in order to secure the loan amount defendant No. 1 had executed Declaration as required by Section 4(1) of The Haryana Agricultural Credit Operations and Miscellaneous Provisions (Banks) Act, 1973 in favour of plaintiff Bank and mortgaged his land measuring 27 Kanal 17 Marla being 557/4643 share out of land measuring 232 Kanal 3 Marla comprised in Khewat No. 11/10, Khatoni No. 12 to 14, Total Kittas-39 (whole khewat), situated at Village Mundakhera, Tehsil Thanesar, District Kurukshetra for the year 2016-2017. Entire land mortgaged vide Declaration as required by Section 4(1) of The Haryana Agricultural Credit Operations and Miscellaneous Provisions (Banks) Act, 1973 executed in favour of plaintiff Bank and registered in the office of Sub-Registrar, Thanesar and by the dint of above said Declaration charge was also entered in the revenue record for the loan amount of Rs.5,40,000/- vide Rapat No. 11 dated 24.05.2018. Thereafter, the defendant No. 1 acknowledged his liability to repay the loan amount vide acknowledgment of Debt dated 04.12.2020. It was also averred that since the defendants have 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 became 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 has been declared as Non-Performing Assets on 04.01.2021 due to the non-payment and now plaintiff Bank is entitled to recover a sum of Rs.7,03,196/- including interest calculated up to 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 officials of the plaintiff Bank made several requests to the defendants to pay the entire outstanding loan amount, but the defendants have not repaid the outstanding loan amount till date as per the terms and conditions of the loan. A legal notice was also served upon the defendants, but despite this, they did not make the payment. Thus, the plaintiff Bank was left with no other option except to knock the doors of the Court. Hence, the suit.

5. Notice of the suit was served upon the defendant No. 1, but he did not turn up despite service of notice and ultimately, he was proceeded against as ex-parte vide order dated 15.01.2024, passed by the Court of Dr. Monika Khanagwal, the then learned Additional Civil Judge (Senior Division), Kurukshetra. Similarly, defendant No. 2 also did not appear before the Court despite service of notice and ultimately, he was proceeded against ex-parte vide order dated 23.02.2023, passed by the Court of Dr. Monika Khanagwal, the then learned Additional Civil Judge (Senior Division), Kurukshetra.

6. In ex-parte evidence, the plaintiff has examined Sharvan Kumar, Branch Manager of plaintiff bank, who stepped into the witness box as PW-1 and tendered his duly sworn affidavit Ex.PW1/A, whereby he has reiterated the contents mentioned in the plaint, which are not repeated for the sake of brevity.

7. Further, in order to prove its case, plaintiff bank has placed reliance on following documents:-

Document Number	Document Name
Ex.P1	Copy of Power of Attorney.
Ex.P2	Loan Application.
Ex.P3	Memorandum of Sanction.
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	Declaration under Section 4(1)
Ex.P10	Original Acknowledgment.
Ex.P11	Statement of Account.
Ex.P12	Legal Notice dated 21.09.2022.
Ex.P13 & Ex.P14	Postal Receipts.

8. No other evidence was led by plaintiff Bank and same was closed by its counsel vide his separate recorded statement dated 26.05.2025.

9. I have heard the Learned Counsel for the plaintiff and have gone through the case file carefully.

10. In order to prove its case, the plaintiff bank has examined Shri Sharvan Kumar, Branch Manager of plaintiff bank as PW1 who has tendered his affidavit Ex.PW1/A wherein he has reiterated the facts

mentioned in the plaint which are not repeated for the sake of brevity. Further to support its case, the plaintiff has also tendered documents Ex.P1 to Ex.P14, detailed above

11. From the aforesaid documents, it is clear that the defendant No. 1 had applied financial assistance of Rs.5,40,000/- under CKCC vide application Form Ex.P2. The plaintiff Bank considered the request of the defendant No. 1 and sanctioned the aforesaid financial assistance vide Memorandum of Sanction Ex.P3. Further, in order to secure the loan amount the defendant No. 1 has also offered his land measuring 27 Kanal 17 Marla and charge of the same was duly entered in favour of the plaintiff vide Rapat No. 11. Further, the defendant No. 1 had also executed the Loan-cum-Hypothecation Agreement Ex.P4, D.P. Note Ex.P5, Letter of Continuity Ex.P6 and Supplementary Agreement Ex.P7. The defendant No. 2 stood as guarantor for the loan taken by the defendant No. 1 and had executed Form of Guarantee as Ex.P8 and as such, he is jointly or severally liable to pay the loan amount. But after availing the above said loan facility, the defendants failed to pay the installments regularly despite knowing that the said amount is outstanding against defendant No. 1 as is evident from the statements of account Ex.P11, which is exactly the amount as claimed by plaintiff.

12. It is pertinent to mention here that defendant No. 1 had borrowed amount of Rs.5,40,000/- under CKCC vide application Ex.P2 and in lieu of borrowed amount he offered his land measuring 27 Kanal

17 Marla, situated at Village Mundakhera, Tehsil Thanesar, District Kurukshetra. Further defendant No. 1 also executed the acknowledgment Letter Ex.P10 dated 04.12.2020 and Legal Notice was issued on 21.09.2022, whereas, plaintiff has filed the present suit on 15.10.2022, which shows that the claim of the plaintiff is within the prescribed law of limitation. Furthermore, the evidence produced by the plaintiff has gone unrebutted and unchallenged and it stands proved from the oral as well as documentary evidence that the defendant No. 1 being applicant has defaulted in making payment of loan amount, despite several request being made by the plaintiff bank and further he failed to pay the installments of the loan and as such, an amount of ₹7,03,196/- is outstanding against the defendant No. 1 and the plaintiff Bank is entitled to recover the same from him along with interest. Since it is also proved on file that defendant No. 2 stood as guarantor/surety for defendant No. 1, who is a principal debtor and since liability of surety is co-extensive with liability of principal debtor, hence, he is also jointly and severally liable to repay the loan outstanding against defendant No. 1. Hence, the plaintiff bank is entitled to get the amount recovered from the defendants jointly and severely.

13. In civil cases, the burden of proof is much lighter as compared to criminal trials. Rather than having to prove the case beyond reasonable doubt, the parties just have been establishing a balance of probabilities in their favour. If one party succeeds in tilting the scales of

probabilities in its favour, the compass of the opinion of the Court veers into believing what he avers/defends. Moreover, the oral as well as documentary evidence of the plaintiff is unrebutted as defendants have failed to appear before the Court despite having due knowledge about the present case, therefore, adverse inference in drawn against them that they admit the case of the plaintiff and have nothing to say in this case. Hence, there is no reason to disbelieve and disregard the evidence of plaintiff.

14. Since, in the given case, amount to be recovered from defendants are quantified and assessed by plaintiff, thus, there is no need to pass a preliminary decree thereby directing the parties to tender the true accounts on the file or for rendition of accounts.

15. In view of the aforesaid discussion, the suit of the plaintiff succeeds and the same, is, hereby, decreed with costs. A money decree in the sum of ₹7,03,196/- along with pendente-lite interest as well as future interest at the rate of **6%** per annum from the date of filling of the suit till the date of actual realization of the amount, is passed in favour of the plaintiff and against the defendants, who shall be jointly and severally liable to pay the same within two months from today failing which the plaintiff shall be entitled to get the same recovered by way of filing an execution. It shall be a composite decree i.e. (preliminary & final) and the amount will be recoverable from the sale of the mortgaged property and in case, sale proceeds thereof are found insufficient, then the plaintiff Bank is at liberty to recover the balance amount from the person and other

properties of the defendants. Decree Sheet be prepared accordingly. File be consigned to the record room after due compliance. Decree Sheet be prepared accordingly. File be consigned to the record room after due compliance.

Pronounced in Open Court.
Dated: 04.08.2026

(Dr. Mohini)
Addl. Civil Judge (Senior Division),
Kurukshetra. 04.08.2026
(UID:HR0356)

Note: This judgment contains ten pages and all pages have been checked and signed by me.

(Dr. Mohini)
Addl. Civil Judge (Senior Division),
Kurukshetra. 04.08.2026
(UID:HR0356)

(Ravi Kumar, SGG-I)

RAVI KUMAR

"I attest to the accuracy and authenticity of this document."
Digitally signed by RAVI KUMAR
Location: District Courts Kurukshetra
Date: 2026.08.06 14:35:01 +0530