

Form No.(J)2
HEADING OF JUDGMENT IN ORIGINAL SUIT
District-----Nalbari

IN THE COURT OF CIVIL JUDGE :::::::::::::::NALBARI

Present : Sri Rahul Medhi, Civil Judge,
Nalbari.

Friday, the 8th day of September, 2022

MONEY SUIT NO : 10/2022

**Branch Manager
Bank of Baroda
Nalbari Branch.**

-----Plaintiff

- VS -

Sri Anil Mahanta.

-----Defendant

The suit is coming on for final hearing on 25/08/2022
in presence of:-

Advocate for the Plaintiff :- Mr. M. Deka &
Mr. M. Kalita

Advocate for the Defendants:- None appeared

And having stood for consideration to this day, the
court delivered the following Judgment:-

J U D G M E N T

1. The plaintiff has filed this suit for realization of money.

2. The brief of the plaintiff's case is that the Bank of Baroda is a body corporate, its head office at Mandavi, Baroda and one of its branches at Nalbari, Barama Road, Opposite LIC Office, Nalbari Town. On 24/04/2019 the defendant approach the plaintiff bank through an application for financial assistance for a loan of Rs.9,50,000/- under PMMY (Pradhan Mantri Mudra Yojana) scheme. The plaintiff bank accepted the proposal and agreed to accommodate the facility of loan of Rs. 9,50,000/- only and accordingly disbursed the same to the defendant on 02/05/2019. The defendant executed a demand promissory Note for Rs.9,50,000/- on 02/05/2019 in favour of the plaintiff bank. The defendant also executed Revival letters in favour of the plaintiff Bank on 17/08/2020 acknowledging his liability for payment of amount due to the Bank. The plaintiff also served demand notice upon the defendant on 18/08/2021 which was received by the defendant but remained unmoved to liquidate the outstanding loan amount and furthermore the plaintiff Bank on 28/01/2022 under the hands of its panel Advocate served pleader notice upon the defendant but even after received the same the

defendant remained unmoved. The statements account kept in the regular course of the business of the plaintiff Bank, it appears that an amount of Rs.9,49,734.96 has been remained outstanding and owing to be the plaintiff Bank by the defendant by way of principal and interest calculated up to 19/01/2022 with interest thereon. The defendant made some stray payments by cash but the defendant has failed to repay the loan amount as per the stipulated norms. From the conduct of the defendant it appears that the plaintiff may be deprived of its legitimate claim unless legal action is put forth immediately. Hence, the plaintiff has prayed for recovery of Rs. 7,29,105.87 along with interest @ 12.50 % per annum. Hence, this case.

3. On receiving notices the defendant failed to contest the suit in spite of service of summons. As such the case proceeded ex-parte against him. The plaintiff in support of his case has submitted his evidence on affidavit and exhibited following documents.

- 1) Ext-1 is the Loan Application, dated 24/04/2019.
- 2) Ext-2 is the sanction letter, dated 02/05/2019.
- 3) Ext-3 is the D.P. Note, dated 02/05/2019.
- 4) Ext-4 is the composite Hypothecation-cum-Loan Agreement, dated 02/05/2019.
- 5) Ext-5 is the Revival letter, dated 17/08/2022.

- 6) Ext-6 is the Demand Notice, dated 18/08/2021.
- 7) Ext-7 is the pleader Notice, dated 28/01/2022.
- 8) Ext-8 is the Statement of Account, dated 19/01/22

4. After perusal of the evidence of the plaintiff, it is clear that the defendant, Sri Anil Mahanta, a resident of village-Balilecha, P/O-Balilecha, Dist-Nalbari applied for a loan dated 24/4/19 of Rs.9,50,000/-(Nine Lacs Fifty Thousand) only under PMMY (Pradhan Mantri Mudra Yojana) scheme. The plaintiff exhibited the loan application vide Ext-1 where Ext-1(1) and 1(4) are the signatures of the defendant and in pursuant to the loan application the plaintiff bank sanctioned Rs.9,50,000/- to the defendant on 02/05/2019. Exhibit-2 is the sanction letter where Ext-2(1) is the signature of plaintiff and Ext-2(2) is the signatures of the defendant. Ext-3(1) and 3(2) are the signatures of the defendant which the defendant executed a promissory note of Rs.9,50,000/- in favour of the plaintiff bank on 02/05/2019 which is exhibited as Ext-3 and in the mean time, the defendant also executed composite Hypothecation-cum-loan agreement in favour of the plaintiff Bank vide Ext-4 where Ext-4(1) to Ext-4(16) are the signatures of the defendant. Accordingly, the plaintiff Bank disbursed the sanctioned amount of the loan in installment which had been withdrawn by the defendant and the defendant had been accordingly as

per the agreement depositing the principal amount along with the interest and the same is clear in the Ext-8 which is the statement of account of the defendant and in the mean time, on 17/08/2020 the defendant executed a revival letter in favour of the plaintiff Bank acknowledging his liability for payment of amount due to the plaintiff Bank vide Ext-5. The Revival letter wherein Ext-5(1) is the signature of the then Branch Manager, Animesh Debnath. After that the defendant failed to liquidate the outstanding loan amount to which the plaintiff Bank served demand notice upon the defendant on 18/08/2021 vide Ext-6. Then on 28/01/22 the plaintiff Bank through his panel Advocate served pleader notice upon the defendant as the defendant was unmoved to liquidate the outstanding loan amount even after receiving the demand notice. Ext-7 is the pleader notice. After perusing the Ext-8 the statement of accounts of the defendant, it is clear that it appears that an amount of Rs.9,49,734.96 was outstanding on the defendant which was clear from the Ext-8, the statement of account kept in the regular course of the business of the plaintiff Bank and the said outstanding amount is by way of principal and interest calculated up to 19/01/2022 along with interest thereon. However, the defendant had been making some payment by cash but failed to repay the loan amount as per the stipulated

norms and the conduct of the defendant seems that the plaintiff may be deprived of its legitimate claim unless legal action is taken.

5. There is nothing in the record to disbelieve in the evidence of plaintiff. The conduct of the defendant apparently shows that he has neglected to repay the loan amount with an interest as promise. The case of the plaintiff is prima facie proved. In view of the above discussion, it appears that defendant had borrowed sum of Rs.9,50,000/- from the plaintiff, but he failed in payment of loan amount as stipulated in the agreement. Accordingly, the plaintiff is entitled to get decree for realization of Rs. 9,49,734.96 along with interest @ Rs.12.50% per annum till full realization.

ORDER

6. In the result, the suit is decreed ex-parte with cost.

The plaintiff is entitled to receive a sum of Rs.9,49,734.96 from the defendant along with interest @ Rs. 6% per annum till full realization. The defendant is directed to pay the decretal amount to the plaintiff within 6 (six) months from the date of this order.

Let a decree be drawn up accordingly.

Given under my hand and seal of this court
on this the 8th day of September/2022.

Civil Judge
Nalbari

Dictated & Corrected by me

Civil Judge
Nalbari

A P P E N D I X

(A) Plaintiff's witness :

PW 1 : Sri Jituporna Barua.

(B) Plaintiff's exhibited documents :

Ext-1 : Loan Application.

Ext-2 : Sanction letter..

Ext-3 : D.P. Note.

Ext-4 : Hypothecation cum loan agreement.

Ext-5 : Revival Letter.

Ext-6 : demand Notice.

Ext-7 : Pleader Notice.

Ext-8 : Statement of account.

(C) ^a Defendant's witness : Nil

(D) Defendant's exhibited document : Nil

Civil Judge,
Nalbari