IN THE COURT OF AJITPAL SINGH,
CIVIL JUDGE JUNIOR DIVISION,
(UNIQUE IDENTIFICATION NO. HR0640), HISAR

HRHS020006682023

Presented on : 20-03-2023
Registered on : 20-03-2023
Decided on : 03-04-2025
Duration : 2 years, 0 months, 14 days

CIS No. CS 532 of 2023

State Bank of India, a Corporate Body, constituted under the State Bank of India Act, 1955 carrying on business of banking and having branches at different places including one at Branch at Behbalpur, Tehsil and District Hisar through its Branch Manager,Principal Officer & duly constituted Attorney.

…..Plaintiff-bank

VERSUS

Meena wife of Rohtash, resident of village Jewra, Tehsil Barwala, District Hisar.

…..Defendant

SUIT FOR RECOVERY

Present: Sh. Vishnu Goyal, learned counsel for plaintiff-bank
Defendant already proceeded *ex–parte*, vide order dated 14.09.2023.

JUDGMENT
(Delivered On 03.04.2025)

The plaintiff-bank through its Authorized Representative namely Sh. Aashu Kant Lal, Branch Manager and duly constituted attorney of the plaintiff-Bank, Branch Behbalpur, Tehsil and District Hisar has filed the present suit for recovery of ₹1,20,690/- (*One lac twenty thousand six hundred ninety only*), including interest calculated up to 09.01.2023, along with pendente-lite and future interest @11.65% per annum with half yearly rests on Limit amount by way of sale of the hypothecated livestock-buffalo with the plaintiff bank and also by sale of other moveable and immovable property of the defendant and also by way of other means, as provided under law and other documents.

(2) It is the case of the plaintiff-bank that on 05.09.2020, the defendant approached the plaintiff-bank for sanction of term loan of ₹1,27,700/- under Haryana Pashu Kisan Credit Card Yojana. The defendant also offered to hypothecate the financed goods, as security for the amount of the loan, interest and other charges. The plaintiff-bank considered the request of the defendant on 05.09.2020 and granted loan of ₹1,27,700/- for the business of livestock-buffalo, against the security of hypothecation of the dairy(Buffalo)/goods and other items to be paid in installments with agreed interest @3.5% above the MCLR rising and falling therewith with minimum @10.4% per annum with half yearly rests or such other enhanced rate/rates prevailing from time to time as per the instructions of Reserve Bank of India and other charges. The defendant executed agreement cum deed of hypothecation on 05.09.2020 and inter-alia agreed as follows:-

i) Hypothecation agreement dated 05.09.2020;
ii) Letter of arrangement dated 05.09.2020;

The plaintiff bank opened a loan account in the name of defendant who availed the loan. She purchased the Dairy goods etc. However, in utter disregard and flagrant violation of the above-mentioned loan documents and despite exercise of due diligence by way of repeated requests, reminders and persistent persuasions by the plaintiff bank from time to time, the defendant has miserably failed to adhere to the repayment schedule of installments of the loan account and she has been in arrears of numerous overdue installments in respect of his loan account. The plaintiff bank made several requests to the defendant to repay the dues but she did not pay any heed to their requests. It is further submitted that the cause of action to file the present suit accrued in favour of the plaintiff, when the defendant availed the loan and executed the Loan Security documents on 05.09.2020. Now an amount of ₹1,20,690/- including interest calculated upto 09.01.2023 was due and outstanding against the said loan account of the defendant. The rate of interest of the loan is @ 11.65% per annum with half yearly rests. It was in the aforesaid circumstances, that the plaintiff was constrained to file the present suit.

(3) None appeared on behalf of the defendant despite due service of notice upon her and accordingly, defendant was proceeded against ex-parte, vide order of this Court dated 14.09.2023.

(4) In order to prove its case against the defendant, the plaintiff examined **Sh. Abhishek Negi, Deputy Manager of plaintiff-bank as** PW1

who stepped into the witness box and furnished his affidavit exhibit PW1/A in his examination-in-chief, wherein he reiterated the version of the plaint in letter and spirit. He also furnished on record the following documentary evidence:-

Exhibit P1	*Original loan application moved by borrower for Haryana Pashudhan Kisan Credit Card Scheme of ₹1,27,700/- before the plaintiff-bank;*
Exhibit P2	*Copy of Aadhar Card of defendant;*
Exhibit P3	*Copy of PAN Card of defendant;*
Exhibit P4	*Copy of Votar Card of defendant;*
Exhibit P5	*Original of consent letter dated 05.09.2020;*
Exhibit P6	*Original Memorandum of sanction dated 03.09.2020;*
Exhibit P7	*Original Hypothecation agreement dated 05.09.2020;*
Exhibit P8	*Original letter of arrangement dated 05.09.2020;*
Exhibit P9	*Certified copy of account statement;*

Thereafter, Ld. counsel for the plaintiff closed the ex-parte plaintiff evidence, vide separate recorded statement dated 20.09.2024.

(5) Arguments heard. Case file perused. Starting the line of arguments, the learned counsel for plaintiff–bank has vehemently argued that the defendant had borrowed the loan amounting to ₹1,27,700/- under Haryana Pashu Kisan Credit Card Scheme. Consequent to sanctioning of loan by the plaintiff–bank, defendant had executed Hypothecation Agreement, Letter of Arrangement and Loan Security in favour of plaintiff–

bank. Further, argued that the plaintiff – bank has duly proved its case by way of oral as well as documentary evidence. Hence, no doubt is left that defendant is liable to repay the remaining loan amount along-with interest.

(6) Now coming to the facts of the present case, it is clear from the perusal of exhibits P1 to P9 i.e. application for loan and other documents that defendant had applied for loan of ₹1,27,700/-under Haryana Pashudhan Kisan Credit Card Scheme; Sanction Order would reveal that the plaintiff bank had sanctioned loan of ₹1,27,700/- under Haryana Pashudhan Kisan Credit Card Scheme in favour of the defendant. The loan was repayable with interest @3.5% above the MCLR rising and falling therewith with minimum @10.4% per annum with Half yearly rests. The cause of action to file the suit for recovery would have accrued in favour of plaintiff bank on 05.09.2020 i.e. the date of disbursement of loan amount in the account of the defendant. Now, we will proceed to examine as to whether the present suit having been filed on 20.03.2023, has been filed within the prescribed period or not. The defendant hypothecated of stocks of dairy and in favour of plaintiff-bank on 05.09.2020. The present suit has been filed to recover loan amount disbursed in the account of the defendant as per agreement. As per Article 21 Limitation Act, the period of limitation for the aforesaid suit is 3 years from the date when the loan is made which in this case is the date of loan agreement i.e. 05.09.2020. The present suit having been filed on 20.03.2023 is thus within time. Hence, the present suit filed by the plaintiff-

bank is within limitation and hence, the present suit is completely maintainable.

(7) Now we will proceed to examine the extent of liability of the defendant towards the plaintiff-bank. In this regard, upon perusal of exhibit P18 net closure amount report of the loan account of the plaintiff it emerges that on 09.01.2023 defendant was in arrears of ₹1,20,690/- (*One lac twenty thousand six hundred ninety only*), including interest calculated up to 09.01.2023 under Haryana Pashudhan Kisan Credit Card Scheme towards the plaintiff-bank. Since the loan was sanctioned for dairy purposes, therefore, this Court is of the view that ends of justice would be met, if interest on the dues outstanding from the defendant towards the plaintiff-bank is charged @6% per annum pendent-lite as well as future interest i.e. from date of suit till the date of actual realization of the decreetal sum. The entire documentary evidence led by the plaintiff-bank has gone unrebutted and unchallenged by the defendant and, hence, this Court is of the view that the plaintiff-bank has been successful in proving its case against the defendant.

(8) In light of the aforesaid discussion, the present suit is decreed to the effect that the plaintiff bank is held entitled to a decree of ₹1,20,690/- (*One lac twenty thousand six hundred ninety only*) together with interest @6% per annum pendente-lite and future i.e. from the date of suit till the date of actual realization of the decreetal sum, together with costs. In case,

defendant fails to repay the abovesaid amount, the plaintiff-bank is at liberty to recover the same by way of sale of dairy(Buffalo)/goods and other properties and assets of the defendant. Decree sheet be prepared accordingly. File be consigned to record room after due compliance.

Pronounced in open Court
Monika, *S.Gr.II*
Date of Decision: 03.04.2025

(Ajitpal Singh),
Civil Judge (Jr. Divn.), Hisar/
U.I.D.No.HR0640

Note: This judgment consists of seven pages and each page has been checked and signed by me.

Pronounced in open Court
Monika, *S.Gr.II*
Date of Decision: 03.04.2025

(Ajitpal Singh),
Civil Judge (Jr. Divn.), Hisar/
U.I.D.No.HR0640

(Ajitpal Singh),
Civil Judge (Junior Division),
Hisar/ U.I.D. No. HR0640
Dated:- 03.04.2025