

MONEY SUIT NO. 96/2019

High Court Form No. (J) 2.

Heading of Judgment in Original Suit

District: DIBRUGARH

IN THE COURT OF THE MUNSIF NO.3, DIBRUGARH

Present: SMTI. SANSKRITA KHANIKAR, AJS.

MUNSIF No.3, DIBRUGARH.

Thursday, the 10th day of December, 2021.

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IDBI Bank Limited.....Plaintiff

-VS-

Sri Nandalal Chungkrang.....Defendants

This suit coming on for final hearing on 25-11-2021 in the presence of:-

Advocate for the Plaintiff : Learned Mr. Jainuddin
Ahmed

Advocate for the defendant : None

And having stood for consideration to this day, the Court delivered the following judgment:

JUDGMENT

1. In brief, the case of the plaintiff is that the defendant being in need of financial assistance, approached the plaintiff bank for a loan of Rs. 24,000/- by a loan application dated 11-02-2016 under KCC Scheme. After considering the requirement of the defendant, the plaintiff bank sanctioned a term loan of Rs. 24,000/- vide a sanction letter dated 11-02-2016, subject to acceptance of the terms and conditions of the said sanctioned letter, the copy of which was duly acknowledged by the defendant thereof. Subsequently, the defendant executed demand promissory note for Rs. 24,000/- and 'Deed of Hypothecation' on 11-02-2016 thereby agreeing to repay the loan amount as per the terms of the agreement thereof. Though the defendant accordingly availed and enjoyed the said loan facilities but thereafter failed to make payment thereof as per terms and conditions of the said loan agreement inspite of balance confirmations on 31-03-2017 and receipt of demand letter dated 10-07-

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2018. As the defendant inspite of repeated requests and demands by the plaintiff bank, and even inspite of the receipt of the demand letter and execution of balance confirmation failed to pay the loan amount with interest, the plaintiff bank has been compelled to file the instant suit for recovery of the loan amount with up to date interests and costs. After adjustment of all amount drawn by the defendant and after accrual of interests from time to time, all charges thereon etc. inclusive of interests up to 01-07-2018, a total sum of Rs. 29,049/- in the said loan account has become due and outstanding in the said loan account of the defendant and the payment of which the defendant is liable to pay to the plaintiff as well. Hence the plaintiff has filed this suit against the defendant for realisation of the loan amount along with other reliefs as mentioned in the plaint itself.

2. Upon issuance of summons to the defendant, the defendant did not appear in spite of due service upon him and thus the suit proceeded ex- parte against the defendant.

3. During trial, the plaintiff examined one witness namely Sri Angshuman Das being the serving Asst.

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General Manager and Branch Head of IDBI Bank Ltd., Dibrugarh Branch as PW-1 and has exhibited some documents in support of his claim. The defendants having remained absent, did not avail the opportunity to cross examine the witness of the other side. I have heard the contentions and the submissions put forth by the learned counsel for the plaintiff.

Perused the case record in its entirety.

4. After hearing the plaintiff and on perusal of case record, for convenience in adjudicating the suit, the following points for determination have been framed:

(1) Whether the plaintiff is entitled to the decree as prayed for?

(2) To what other relief or reliefs is the plaintiff entitled to?

DECISIONS AND REASONS THEREOF:

5. POINTS FOR DETERMINATION NO. 1 & 2:

PW.1 Sri Angshuman Das is the serving Asst. General Manager of IDBI Bank Ltd., Dibrugarh Branch P.O:

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Dibrugarh and he represents the plaintiff bank in the instant suit. He deposed that the bank has filed the suit against the defendants for recovery of money with interest and cost. Having gone through the documentary evidence and oral evidence adduced by the plaintiff side it is found that the plaintiff as PW-1 in his evidence in affidavit reiterated whatever he has stated in the plaint.

In support of the plaintiff's claim, the plaintiff has exhibited 07 (seven) nos. of documents which are as follows:

Exhibit -1: Loan application, Exhibits 1(1) is the signature of the defendant

Exhibit-2: Letter of Sanction, Exhibit 2(1) is the signature of the Manager

Exhibit-3: Demand Promissory Note, Exhibits 3(1) is the signature of the defendant

Exhibit-4: Deed of Hypothecation, Exhibit 4(1) to 4(18) are the signatures of the defendant

Exhibit-5: Balance Confirmation, Exhibit 5(1) is the signature of the defendant

Exhibit-6: Demand Notice, Exhibit 6(1) is the signature of the Manager

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Exhibit-7: Transactions Inquiry, Exhibit 7(1) is the signature of the Manager

6. It has also been deposed that after adjustment of all amount drawn by the defendant and after accrual of interests from time to time, all charges thereon etc. inclusive of interests up to 30-06-2019, a total sum of Rs. 29,049/- in the said loan account has become due and outstanding in the said loan account of the defendant and the payment of which the defendant is liable to pay to the plaintiff as well.

7. Even though the suit was proceeded ex-parte against the defendant, he has been at liberty to cross-examine the plaintiff witness on the points of law to demolish the plaintiff claims and to challenge the genuineness of the documents exhibited by the plaintiff side. Hence, there is nothing to disbelieve the documentary evidence adduced by the plaintiff in support of his case. Moreover, the evidence in affidavit submitted by the plaintiff witness remains uncontroverted and unrebutted as the defendant inspite of getting sufficient opportunities did not contest the suit. As the genuineness of the exhibits as well as the claims of the plaintiff remained undisputed, the averments made in the plaint are deemed to be true. In the absence of anything contrary on the record to the plaintiff's claims, the

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facts stated by the plaintiff witness on oath in his evidence is deemed to be true. By examining the plaintiff witness and by exhibiting the documents, the plaintiff has substantiated his claims.

From the above discussions, it is abundantly clear that the plaintiff is entitled to get the decree as prayed for.

ORDER

8. The suit of the plaintiff is decreed ex-parte with costs. The plaintiff is hereby granted with the following reliefs:

i. It is hereby declared that plaintiff is entitled to recover the outstanding of loan amount of **Rs:- 29,049/- (Rupees Twenty Nine Thousand Forty Nine)** only with interest from the defendant.

ii. The defendant is directed to pay the plaintiff **Rs:- 29,049/- (Rupees Twenty Nine Thousand Forty Nine)** only with interests pendent-lite from 02-07-2018 till recovery of the loan amount at the contractual rate of interest.

iii. Cost of the suit.

9. Prepare decree accordingly.

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The judgment is delivered and pronounced by me in the open court today.

Given under my hand and seal of this Court on the 10th day of December, 2021.

Typed by: Self

Sanskrita Khanikar
Munsiff No.3, Dibrugarh

APPENDIX

Plaintiff Witness: Sri Angshuman Das

Defendant's Witness: Nil

Plaintiff Exhibits:

Exhibit -1: Loan application, Exhibits 1(1) is the signature of the defendant

Exhibit-2: Letter of Sanction, Exhibit 2(1) is the signature of the Manager

Exhibit-3: Demand Promissory Note, Exhibits 3(1) is the signature of the defendant

Exhibit-4: Deed of Hypothecation, Exhibit 4(1) to 4(18) are the signatures of the defendant

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Exhibit-7: Transactions Inquiry, Exhibit 7(1) is the signature of the Manager

Defendant Exhibits: Nil

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Sanskrita Khanikar
Munsiff No.3, Dibrugarh