

HIGH COURT FORM NO. (J)2
HEADING OF JUDGMENT IN ORIGINAL SUIT/CASE

IN THE COURT OF THE MUNSIFF NO.1, AT DIBRUGARH

PRESENT: SUBARNO JYOTI DEB,
MUNSIFF NO.1, DIBRUGARH

Monday, 20th day of December, 2021.

Money Suit No. 137/2019

STATE BANK OF INDIA

A body corporate carrying on business of Banking,
Constituted under the State Bank of India Act, 1955,
Havint its Central Office at Backbay Relcamation, Mumbai
And local Head Office at Guwahati, & Stressed Assests
Resolution Centre, at Diburgarh and carrying on business of
Banking
amongst other places at Dibrugarh University, Dibrugarh,

.....**PLAINTIFF**

-Versus-

Smt. Rekha Moni Gogoi
W/o Sri Basanta Gogoi
R/O- No.1 Lakhmi Nagar
P/O: Mancotta
Dist. Dibrugarh, Assam

.....**DEFENDANT**

This suit coming on for final hearing on 09.12.2021 in
presence of:-

1. Mr. J. Ahmed.....Learned Advocate for the plaintiff.
2. None for the defendant.

And having stood for consideration to this 20th day of
December, 2021, the court delivered the following Judgment:-


20/12/21
Munsiff No. 1
Dibrugarh

J U D G M E N T

3. This is a suit for recovery amount due with interest and cost.

4. **Plaintiff's case:**

The concise facts leading to the filing of this instant suit as revealed upon the averment of the plaint is that, the plaintiff is a Banking company duly constituted under the State Bank of India Act, 1955 (Act XXII of 1955) carrying on the business of Banking in many places in India and abroad including at Dibrugarh University. It is submitted that on 21.09.2015 the defendant the in need of financial assistance applied for a loan of Rs.50,000/- with the plaintiff bank for Tailoring business under Pradhan Mantri Mudra Yojna (PMMY) Scheme; the plaintiff bank sanctioned the same on 27.10.2015 on acceptance of the terms and conditions etc. as contained therein. It is submitted that the defendant had also executed an agreement of loan-cum-hypothecation dated 27.10.2015 agreeing to repay the loan amounts as per terms of agreement thereof. It is further submitted that after availing the loan the defendant was extremely irregular in maintaining the loan account and also violated the terms and conditions as so agreed upon. It is submitted that despite repeated demands and persuasions the defendant had not acted as per the terms and conditions of the loan agreement, and, as such, she is liable to the extent of Rs.59,587.28/-with interest thereupon upto 21.05.2019.

5. Finding no other alternative the plianitff filed this suit for granting following reliefs :-



20/12/21
Munsif No. 1
Dibrugarh



- i. The sum of Rs.59,587.28 /- till recovery of the loan amount at the contractual rate of interest,
- ii. The interests pendente-lite from 22.05.2019 till recovery of the loan amount at the contractual rate of interest,
- iii. For attachment of movable and immovable properties of the defendant
- iv. All costs of the suit.
- v. Any other relief/s to which the plaintiff is or found entitled in law and equity.

6. After admission of the plaint, summons was issued to the defendant to enter appearance and file her written statement in answer to the assertions of the plaintiff. That, the defendant on receipt of summons did not appear nor filed her written statement and subsequently remained absent and as such the suit was ordered to be heard ex-parte vide order dated 29.02.2020.

Peremptory Hearing:

7. At the peremptory hearing, the plaintiff examined one witness and adduce 08 (eight) numbers of documents.
8. On considering the pleadings of the plaintiff, submissions made by the learned counsel for the plaintiff and also after delving into oral as well as documentary evidences adduced by the plaintiff my findings and reasons on the above framed issue is as follows:
9. **ISSUE** : "Whether the plaintiff is entitled to a decree for recovery and realization of Rs.59,587.28/- only with

20/12/21
Munsiff No. 1
Dibrugarh

pendente-lite and future interests from the date of decree till realization at the contractual rate?"

**DISCUSSION, DECISION AND REASONS FOR THE
DECISIONS THEREOF:**



10. PW.1 Usharani Rajkhowa, the Branch Manager and City Case Officer of the plaintiff bank testified that she acquainted with details of the case and she had deposed verbatim as asserted in the plaint. Her further submission is that on 21.09.2015 the defendant the in need of financial assistance applied for a loan of Rs.50,000/- with the plaintiff bank for tailoring under PMMY Scheme and the plaintiff bank sanctioned the same on 27.10.2015 on acceptance of the terms and conditions etc. as contained therein. She deposed that the defendant had also executed an agreement of loan-cum-hypothecation dated 27.10.2015 agreeing to repay the loan amounts as per terms of agreement thereof. She further deposed that availing the loan the defendant was extremely irregular in maintaining the loan account and also violated the terms and conditions as so agreed upon. That, despite repeated demands and persuasions the defendant had not acted as per the terms and conditions of the loan agreement, and, as such, she is liable to the extent of Rs..59,587.28/- with interest thereupon upto 21.05.2019.

11. In addition to his evidence on affidavit she had also brought on record the following documents in support of the plaintiff bank's claim namely Loan Applicatio, Sanction Letter dated, Hypothecation Agreement, Demand Letter dated 01.03.17, 08.06.2017, 03.07.2017 and 20.07.2017 and Statement of Accounts.

12. **Now, as the defendant did not cross examine the plaintiff witness, as such the deposition made**


20/12/21
Munsiff No. 1
Dibrugarh

by the PW remained undisputed and taken to be admitted, however the crucial facts to be determined is that whether the statements made by the plaintiff is sufficiently corroborated by the evidences and the supporting document submitted in this behalf or not?



"On perusal of the documents submitted by the plaintiff it is revealed that the defendant has taken a loan of Rs.50,000/- (Rupees Fifty Thousand) only from the plaintiff as revealed from the content of Agreement relating to loan Exhibit-1, Sanction Letter i.e. Exhibit 2 and hypothecation agreement i.e. Exhibit-3.

13. Now, from the evidence in chief tendered by Usahrani Rajkhowa, who is the Branch Manager of the plaintiff bank and the documents proved by her in support of the plaintiff bank's claim, it appears to me that the defendant is clearly liable to pay Rs.59,587.28/- including interest at the contractual rate of interest per annum and costs of the suit.

14. *The evidence in chief of the said P.W remains uncontroverted and unassailed. Even though the defendant had every opportunity to challenge it, yet she preferred not to appear in her defence. By doing so, the statement tendered by P.W. Usharani Rajkhowa in her evidence on affidavit including the documents have crystallized into uncontroverted evidence which ultimately goes against the pecuniary and proprietary interest of the defendant in question.*

15. Hence on the basis of the aforesaid discussion it is opined that defendant took loan of Rs.50,000/- (Rupees Fifty Thousand) from plaintiff and defendant defaulted in


20/12/21
Munsiff No. 1
Dibrugarh


repayment of the loan amount even after repeated demand made by the plaintiff to the defendant.



16. *As such it is found that plaintiff is entitled to get recovery and realization of Rs.59,587.28/-only with pendente lite and future interests from the date of decree till realization at the contractual rate.*

17. In my considered view, plaintiff has thoroughly proved his case and is entitled to the decree as prayed for.

Thus, issue is answered in affirmative and in favour of the plaintiff.


20/12/21
Munsiff No. 1
Dibrugarh

ORDER

18. Therefore, keeping in mind the discussion and observation made above I arrive at the conclusion that the plaintiff has succeeded in establishing his case. Hence, plaintiff's suit is decreed ex-parte with costs.

19. *To clear any doubt, plaintiff is entitled to the following reliefs as prayed for, viz:-*

i. It is hereby declared that the plaintiff is entitled to get Rs.59,587.28-(Rupees Fifty Nine Thousand Five Hundred Eighty Seven Point Two Eight) with interest pendente-lite from 22.05.2019 till recovery of the loan amount at the contractual rate of interest,


ii. For attachment of movable and immovable properties of the defendant.

iii. Costs of the suit.

20. Decree be prepared accordingly within prescribed time.

21. Given under my hand and Seal of this Court, this 20th Day of December, 2021.

Dictated and corrected by me.


 Munsiff No.-1, 20/12/21
 At Dibrugarh Munsiff No. 1
 Dibrugarh



APPENDIX

Plaintiff's Witness:

PW1- Smt. Usharani Rajkhowa.

Plaintiff's Exhibits :

Ext.1: Loan application.

Ex-1(1) & 1 (2) signatures of the defendant.

Ext.2: is the Sanction Letter.

Ex-2(1) signature of the Manager.

Ext-2(2) & 2(20) signatures of the defendant.

Ext.3: Hypothecation Agreement.

Ext-3(1) to 3(29) are the signatures of defendant.

Ext.4 to 7 : Demand Letters.

Ex-4(1), 5(1), 6(1) & 7(1) signature of the defendant.

Ext.8: is the Statement of Account.

Ext-8(1) is the signature of the Manager.

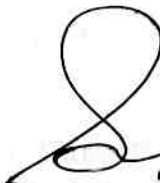


Defendant's witnesses :

Nil

Defendant's exhibits :

Nil


 (S.J. Deb) 20/12/21
 Munsiff No. 1.,
 Dibrugarh

