

HIGH COURT FORM NO. (J) 2.
HEADING OF JUDGMENT IN ORIGINAL SUIT.
IN THE COURT OF MUNSIFF NO. 3 AT GUWAHATI.
DISTRICT-KAMRUP

Money Suit Case No. 242/2011

Present:

Naguib Ahmed, A.J.S.
(M.Sc-Agriculture, LL.B)
Munsiff No.3, Guwahati.

17th day of August, 2012

Canara Bank
Branch Office-Maligaon
Guwahati, Assam.....: Plaintiff(s)

-Versus-

1. Sri. Bhagirathi Bafore.
2. Sri. K Sammul.
3. H&MI/1/IC
NF Railway, Guwahati.
Assam.....: Defendant(s)

This suit coming on for final hearing on 6.08.2012 in the presence of:-

1. Aparna Devi
2. P Rabha : Advocate for the plaintiff(s)

And

2. None : Advocate for the defendant(s)

and having stood for consideration to this day, the court delivered the following Judgments.

JUDGEMENT

(Suit for realization of Rs. 35,271/-)

1. ***Plaintiff's case:*** The plaintiff is a nationalized bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 having its head office at Bangalore and branches throughout the country including one at Maligaon, Guwahati. The defendant no. 1 is working in the office of CHI/MLG, N F Railway, Guwahati and he applied to plaintiff Bank for loan of Rs. 70,000/- (Seventy Thousands) only on 22.03.2007 for personal use. The plaintiff bank sanction the loan of Rs. 70,000/- (Seventy Thousands) only to the Defendant No. 1. The plaintiff bank charged interest @12% per annum compounded monthly for value received. The interest rate has been revised presently by Reserve Bank of India and it is now fixed at 14.5% and incase of default the defendants are liable to pay overdue interest @2%. An account was opened in the name of the Defendant No. 1 bearing CB A/C No. 6296. The Defendant No. 1 was to repay the loan at the rate of Rs. 1880/- (One Thousand Eight Hundred And Eighty) only per month in 48 (Forty Eight) equal monthly installments with effect from April 2007. In consideration of the amount sanctioned the Defendant No. 1 executed Pronote, take delivery letter to DPN and declaration regarding "Can budget" loan on 22.03.2007 in favour of the plaintiff bank. The Defendant No.1 also executed irrevocable mandate for deduction from salary.
2. The Defendant No.2 is the colleague of Defendant No.1 and also employee in the office of the CHI/MLG, N F Railway, Guwahati who stood as co-obligant for due repayment of loan of Defendant No.1.
3. The proforma Defendant No.3 is the H&MI/1/IC N F Railway, Guwahati. It is further stated by the plaintiff that they have not claimed any relief against the proforma Defendant No.3 and the said Defendant No.3 is impleaded in the suit so that the suit can be adjudicated and decided in presence of the said proforma Defendant No.3. That an irrevocable mandate

was executed by Defendant No.1 to proforma Defendant No.3 for payment of due installment of Rs. 1880/- (One Thousand Eight Hundred And Eighty) only per month by deducting from his salary every month to the plaintiff bank to the credit of subject loan account and in the event of Defendant No.1 ceasing to be in the service of department during the continuation of the subject loan the Defendant No.1 authorized the proforma Defendant No.3 to deduct out of the terminal benefits payable to him and remit to the plaintiff bank in the credit of his loan account for repayment of entire outstanding balances with up-to date interest. This mandate was confirmed by proforma Defendant No.3.

4. The Defendant No.1 availed the loan amount and paid some of the installment keeping the balance of Rs. 35, 271/- (Thirty Five Thousands Two Hundred and Seventy One) only with interest as on 22.04.2011. As per agreement the Defendant No.1 had to repay the loan amount of Rs. 70,000/- (Seventy Thousands) only @ Rs. 1880/- (One Thousand Eight Hundred And Eighty) only per month with effect from April 2007 till liquidation of the loan amount. The defendants have not paid the said amount or any part there of inspite of repeated requests. The plaintiff hence filed the suit for recovery of Rs. 35, 271/- (Thirty Five Thousands Two Hundred and Seventy One) only from Defendant No.1 and 2.
5. Thereafter summons were issued to the defendants. The suit proceed ex-parte against the defendants.
6. The plaintiff filed evidence of ***PW-1 Rupam Bhagawati*** the officer and Attorney holder of the plaintiff bank.

The following documents were exhibited by the plaintiff bank.

- Exhibit-1** : Loan application dated 22.03.2007.
- Exhibit-2** : Take delivery letter to DPN dated 22.03.2007.
- Exhibit-3** : Pronote dated 22.03.2007.
- Exhibit-4** : Is the declaration regarding “Can budget” loan dated 22.03.2007
- Exhibit-5** : Irrevocable mandate for deduction from salary

The plaintiff also exhibited some other documents. However these

are not relevant in the present circumstances of the case.

7. I have also heard the learned counsel for the plaintiff bank. There is no discrepancy in the evidence advanced by PW-1. As the defendant did not contest the suit, the suit proceeded ex-parte against the Defendants. However there is no reason to disbelieve the pleadings and evidence of the plaintiff. The documents exhibited by plaintiff are duly proved. The suit is filed within time.

After going through all the evidence on record the court find that the plaintiff has been able to prove it's case.

8. **ORDER**

The suit is decreed ex-parte with cost.

The Defendant No.1 and 2 are jointly and severally liable to pay a sum of Rs. 35, 271/- (Thirty Five Thousands Two Hundred and Seventy One) only with cost and rate of interest at the contractual rate w.e.f the date of filing of the suit until repayment.

Prepare decree accordingly.

The case is disposed of ex-parte.

Given under my hand and seal of this court on *17th day of August 2012.*

*Naguib Ahmed
Munsiff No.-3, Kamrup,
Guwahati.*

APPENDIX

Plaintiff's Witnesses

PW- 1: Rupam Bhagawati.

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22.03.2007

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