

**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. 9/2012**

**Present:**

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

***17<sup>th</sup> day of August, 2012***

**Canara Bank**

**Branch Office-Chandmari**

**Guwahati-11, Assam.....: Plaintiff(s)**

***-Versus-***

**Sri. Riyaj Uddin Ahmed**

**S.O: Sri. Samsuddin Ahmed.**

**R.O: Nakari, North Lakhimpur,**

**Assam.....: Defendant(s)**

**This suit coming on for final hearing on 10.08.2012 in the presence of:-**

**1. A. Devi**

**2. P. Rabha : Advocate for the plaintiff(s).**

**And**

**None : Advocate for the defendant(s).**

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

**JUDGEMENT**

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 Riyaj Uddin Ahmed while working at INFRES METHODEX Ltd, Tayabullah road Dighalipukhuri had opened a savings bank account at the plaintiff bank bearing account number SB 4687. The defendant started operating his account. On 04.11.2008 the defendant had overdrawn excess amount of Rs. 6000/- (Six Thousand) only and Rs. 3400 (Three Thousand Four Hundred) only from the plaintiff bank through debit card inspite of having insufficient balance in the said savings account number. Thereafter the defendant failed to adjust his savings bank account inspite of several requests and demands made in this behalf by the plaintiff bank. On 25.07.2009 the plaintiff bank issued notice to the defendant to adjust his account but the defendant failed and neglected to clear his dues. Subsequently the account of the defendant was converted to DPN account and the account number is 26887412744. On 19.07.2011 the defendant by executing acknowledgement of debt and security acknowledged that a sum of Rs 12,323 (Twelve Thousand Three Hundred Twenty Three) only is due to the plaintiff bank. The defendant neglected and failed to pay the due amount to the plaintiff bank. On 30.12.2011 the advocate of the plaintiff bank issued notice by registered post to defendant asking him to make payment of Rs 13,412 (Thirteen Thousand Four Hundred and Twelve) only with all up-to-date interest within 7 (Seven) days from the date of the issue of notice, but the defendant failed to pay the same. The defendant has not paid the amount or any part thereof inspite of repeated requests.
2. Thereafter summons were issued to the defendant. Defendant appeared but did not file the written statement and hence the suit proceeded ex-parte against the defendant
3. The plaintiff filed evidence of ***PW-1 Jagadish Chandra Sen*** the Officer of the plaintiff bank.

The following documents were exhibited by the plaintiff bank.

**Exhibit-1** : Savings Bank Current Account dated 25.04.2008.

- Exhibit-2** : Acknowledgement of Debt and Security dated  
19.07.2011
- Exhibit-3** : Advocate's notice.
- Exhibit-4** : Postal receipt.
- Exhibit-5** : The A/D card
- Exhibit-6** : Statement of account.

The plaintiff also exhibited some other documents. However these Documents do not go to the root of the case.

4. 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 him. In light of all, there are no reasons 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 its case.

5. **ORDER**

The suit is decreed ex-parte with cost.

The defendant is hereby liable to pay a sum of Rs. 13, 412/- (Thirteen Thousand Four Hundred and Twelve) 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 *17<sup>th</sup> day of August 2012.*

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

**APPENDIX**

**Plaintiff's Witnesses**

PW- 1: Jagadish Chandra Sen.

- Exhibit-1 : Savings Bank Current Account dated 25.04.2008.  
Exhibit-2 : Acknowledgement of Debt and Security dated  
19.07.2011  
Exhibit-3 : Advocate's notice.  
Exhibit-4 : Postal receipt.  
Exhibit-5 : The A/D card  
Exhibit-6 : Statement of account.

**Defendant's Witnesses**

None

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