

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. 327/2011

Present:

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

16th day of July, 2012

Canara Bank

Branch Office-Kahilipara

Guwahati, Assam.....: Plaintiff(s)

-Versus-

1. Sri Keshab Chandra Deka

2. Sri Debeswar Nath

3. Assistant General Manager,

Assam Tourism Development Corporation

Guwahati.

District – Kamrup (M), Assam.....: Defendant(s)

This suit coming on for final hearing on 27.07.2012 in the presence of:-

1. Vikram Kumar Dewan

Vishal Kumar Dewan : 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 Kahilipara, Guwahati.
2. The Defendant No. 1 Sri. Keshav Chandra Deka is a customer and constituent of the plaintiff bank and applied to plaintiff Bank for loan of Rs. 53,000/- (Fifty Three Thousands) only on 12.12.2005 for personal use. The plaintiff bank sanction the loan of 53,000/- (Fifty Three Thousands) only to the Defendant No. 1. The plaintiff bank charged interest @12% per annum compounded monthly for value received 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 2282(2308601002282). The Defendant No. 1 was to repay the loan at the rate of Rs. 1179/- (One Thousand One Hundred And Seventy Nine) only per month in 60 (Sixty) equal monthly installments with effect from 16.01.2006. The Defendant No.1 also executed irrevocable mandate for deduction from salary.
3. The Defendant No.2 is the colleague of Defendant No.1 and also employee in the office of the Assam Tourism Development Corporation, Guwahati who stood as co-obligant for due repayment of loan of Defendant No.1.
4. The proforma Defendant No.3 is the Assistant General Manager, Assam Tourism Development Corporation, Guwahati. That an irrevocable mandate was executed by Defendant No.1 to proforma Defendant No.3 for payment of due installment 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.

5. The Defendant no.1 availed the loan amount and paid some of the installments keeping the balance of Rs. 6902/- (Six Thousand Nine Hundred and Two) only with interest as on 24.11.2011. As per agreement the Defendant No.1 had to repay the unpaid loan amount of Rs. 6902/- (Six Thousand Nine Hundred and Two) only. 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. 6902/- (Six Thousand Nine Hundred and Two) only from Defendant No.1 and 2.
6. Thereafter summons were issued to the defendants. The suit proceeded ex-parte against the defendants.
7. The plaintiff filed evidence of *PW-1 Suit Kumar Bhattacharjee* the Officer and Attorney holder of the plaintiff bank.

The following documents were exhibited by the plaintiff bank.

- Exhibit-1** : Loan application dated 12.12.2005.
- Exhibit-2** : Sanction Memorandum.
- Exhibit-3** : Promissory Note 16.12.2005.
- Exhibit-4** : Take delivery letter to DPN dated 16.12.2005
- Exhibit-5** : Is the Irrevocable Mandate

The plaintiff also exhibited some other documents. However these are not relevant in the present circumstances of the case.

8. I have also heard the learned counsel for the plaintiff bank. There is no discrepancy in the evidence advanced by PW-1. As the defendants 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 its case.

9.

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. 6902/- (Six Thousand Nine Hundred and Two) 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 *16th day of August 2012.*

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

APPENDIX

Plaintiff's Witnesses

PW-1 Suit Kumar Bhattacharjee.

- Exhibit-1 : Loan application dated 12-12-2005.
- Exhibit-2 : Sanction Memorandum.
- Exhibit-3 : Promissory Note 16.12.2005.
- Exhibit-4 : Take delivery letter to DPN dated 16.12.2005
- Exhibit-5 : Is the Irrevocable Mandate

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