

Assam Schedule VII, Form No 132

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

District: Baksa, BTAD, Assam

In the Original Court of the Munsiff, Baksa, BTAD, Assam

Present: JAGAT DAS, A.J.S.

Tuesday, 27th day of November, 2018

M.S. No-01/18

Plaintiff:

The Canara Bank,
a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertakings) Act, 1970 having its head office at Bangalore and having a Branch Office at Barpeta Road, Dist- Barpeta (Assam), represented by the Branch Manager of the Barpeta Road Branch.

Vs.

Defendant:

Joydeb Das,
S/o- Dhananjay Das, resident of village Chukrungbari, Mouza- Kharija Bijni,
P.O.- Chukrungbari, Dist- Baksa (BTAD), Assam.

This suit/case coming on for final hearing on 27-11-2018 in the presence of Sudeep Saha, the Id. counsel for the plaintiff and none for the defendant.

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

JUDGMENT

1. This is a suit filed by the plaintiff / Canara Bank for recovery of money amounting to Rs. 75,532/- (Rupees Seventy Five Thousand Five hundred Thirty Two) only.
2. **Case of the plaintiff:**

In brief, the case of the plaintiff is that, the defendant approached the plaintiff bank by a common application on 23/02/2015 with a request to



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grant Kisan Credit Card (in short KCC) loan facility to him. That after considering the requirement of the defendant, the plaintiff bank sanctioned a KCC loan of Rs. 70,000/- vide sanction letter dated 23-02-2015 on condition of hypothecation of crops. In due compliance with the formalities as required, the defendant also executed one AGREEMENT OF HYPOTHECATION FOR AGRICULTURAL LOAN in this regard on 23/2/2015. That considering the fact no withdrawal from the account is permissible under the terms and conditions agreed upon and undertaken by the defendant huge amount of money has still remained outstanding in the loan account of the defendant. Finding no alternative, the plaintiff had issued notice to the defendant on 7/1/2017 and 4/4/2017 recalling entire outstanding remaining in the loan account. That on 7/7/2017, the plaintiff issued legal notice to the defendant through his advocate Sudeep Saha under registered post demanding liquidation of the outstanding remaining loan amount but the defendant didn't take any step in spite of receipt of notices. The defendant couldn't maintain his account as per term and conditions of the agreement and remain outstanding for more than 12 months. The statement of account maintained by the plaintiff bank transpires an amount of Rs 75,532/- has remained outstanding and owing to the plaintiff by the defendant by way of principal and interest calculated upon 30-09-2017 which amount the defendant is liable to pay together with interim and future interest and cost. Hence the plaintiff has filed this suit against the defendant for realization of the loan amount along with other reliefs as mentioned in the plaint itself.

3. The defendant didn't contest the suit by filing his written statement despite proper service of summons upon him and hence this suit proceeded ex-parte against him.

4. During the course of the trial, the plaintiff side examined one Praween Kumar, Serving Branch Manager of Canara Bank, Barpeta Road Branch as Pw-1 and has exhibited some documents in support of his claims.

5. **Discussions, Decision and Reasons thereof:**

I have heard the learned counsel for the plaintiff bank and perused the case record in its entirety. The plaintiff is claiming for recovery of money amounting to Rs. 75,532/- (Rupees Seventy Five Thousand Five hundred Thirty Two) only along with other relief as mentioned in the plaint.

I have carefully perused the exhibit exhibited by the plaintiff side. 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-chief reiterated whatever he has stated in his plaint.

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