

IN THE COURT OF MS. SHEFALI BARNALA TANDON,
ADMINISTRATIVE CIVIL JUDGE- CUM-ADDITIONAL RENT
CONTROLLER (CENTRAL) : DELHI

CS-984/19

In the matter of:-

M/s. ICICI Bank Limited,
having its registered office at :
ICICI Bank Tower, Near Chakli Circle,
Old Padra Road, Vadodara-390007,
Gujarat, India.

Interalia having its branch office at:
E-Block, Videocon Tower,
Jhandewalan Extension,
New Delhi-110055.
Through its Authorized Representative
Sh. Mohit Grover

...Plaintiff

Versus

Saurabh Kumar,
S/o. Sh. Ravinder Kumar (Borrower),
R/o. A/112, Rameshwar Nagar,
Street No. 1, Azadpur,
N.S. Mandi, North West,
Delhi-110033.

....Defendant

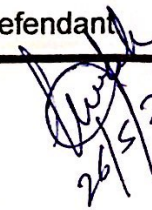
Date of Institution : 08.04.2019
Date of order when reserved : 12.03.2020
Date of order when announced : 26.05.2020 (due to lockdown
on account of COVID-19)

J U D G M E N T :

1. Vide this judgment, I shall decide the present suit for recovery of Rs.2,62,826.25/- (Rupees Two Lakh Sixty Two Thousand Eight Hundred Twenty Six & paise twenty five only) alongwith interest @ 11% per annum with costs filed by the plaintiff against the defendant

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Twenty Six & paisa twenty five only) alongwith interest @ 11% per annum with costs filed by the plaintiff against the defendant.

2. It is the case of the plaintiff that the plaintiff is a Banking Company within the meaning of Banking Regulation Act. Sh. Mohit Grover has been duly authorized, empowered and competent to sign, file, verify and affirm the pleadings and also to institute the present suit on behalf of the plaintiff bank.

3. That the defendant is a borrower, as he availed loan facility from the plaintiff's bank under its Car Loan cum Hypothecation Scheme vide loan agreement bearing No.LUDEL00036540260. The defendant had approached the plaintiff bank for purchase of a used vehicle make "Skoda Rapid/Elegance Diesel". On representation & assurances made by the defendant, the plaintiff bank agreed to grant the finance facility and sanctioned Rs 4,08,000.00/-, where after the defendant executed Credit Facility Application, Deed of Hypothecation & Irrevocable Power of Attorney and in terms of the said agreement, a total sum of Rs.4,04,658/- was disbursed after deducting process fees & stamp charges for the purchase of a used vehicle make i.e. "Skoda Rapid/Elegance Diesel" bearing registration no.DL-8CX-5496 on 26.10.2017. The said loan was to be repaid in 24 equated monthly installments of Rs.19,016/- each. The defendant failed to discharge his liability and defaulted in making the regular equated monthly installments as per assurances and undertaking. The defendant had to pay 24 equated monthly installments, however he has paid only 11 equated monthly installments to the plaintiff bank and defaulted in 4 equated monthly installments. The defendant commenced

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default from installment due on 16.10.2018.

Since there was default in repayment, the plaintiff bank was forced to send a loan recall notice to the defendant dated 19.10.2018. The defendant is liable to pay Rs.2,62,826.25p to the plaintiff as per statement of account dated 15.02.2019. For the closure of the aforesaid loan account, Rs.2,62,826.25p is the outstanding including the amount of Rs.12,894/- towards late payment & cheque bouncing charges @ 24 per annum from the date of filing of the suit till realization of the decretal amount, which the defendant has willfully failed to pay despite repeated requests & demands made by the plaintiff's bank.

4. Summons were duly served upon the defendant by way of ordinary process on 19.06.2019, however, no written statement was filed on behalf of the defendant. Thereafter, the defendant was proceeded ex-parte vide order dated 25.10.2019. The matter was thereafter fixed for ex-parte plaintiff's evidence.

5. In order to substantiate its case, the plaintiff examined Sh. Mohit Grover (authorized representative/ attorney holder of the plaintiff) as PW-1, who tendered his evidence by way of affidavit proved as Ex.PW1/A wherein the averments as in the plaint have been reiterated. He proved the copy of power of attorney in his favour as Ex.PW1/1; Credit Facility Application Form, as Ex.PW1/2; Unattested deed of Hypothecation as Ex.PW1/3; Irrevocable Power of Attorney as Ex.PW1/4; Legal notice dated 19.10.2018 as PW-1/5 and its postal receipt is marked as Mark X; the statement of accounts dated 15.02.2019 as Ex.PW1/7 (Colly); Certificate u/s. 2A of the Bankers Book of Evidence Act as Ex. PW-1/8 &

certificate u/s. 65-B of the Indian Evidence Act as Ex.PW1/9.(It is pertinent to mention here that there is no document Ex PW1/6, as the same was de-exibited and marked as Mark-X)

The plaintiff did not examine any other witness in PE and closed the same vide separate statement on 12.03.2020.

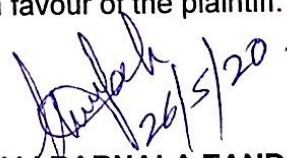
6. Final arguments have already been heard. The entire record has been carefully perused.

The testimony of PW-1 has remained un-rebutted and un-controverted as the defendant has chosen not to contest the suit and was proceeded ex-parte. *Prima facie*, there is nothing on record to doubt the veracity of the plaintiff's witness and authenticity of documents adduced in evidence by it.

7. The suit of the plaintiff is within limitation and cause of action has arisen within territorial jurisdiction of this Court. Keeping in view the documents proved on record and un-rebutted/ un-controverted testimony of PW-1, the Court holds that the plaintiff has proved its case and is entitled to a decree for recovery of Rs.2,62,826.25p alongwith interest @ 9% per annum from the date of filing of the suit i.e. 08.04.2019 till the date of its realization. Costs are also awarded in favour of the plaintiff. Decree sheet be drawn accordingly.

File be consigned to Record Room.

Announced through
video conferencing
on 26.05.2020


(SHEFALI BARNALA TANDON)
Administrative Civil Judge -cum-
Additional Rent Controller (Central)
Delhi/26.05.2020

(This judgment contains 4 pages in total)