IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.

SECOND APPEAL NO. 133 OF 2026

MRS. ARCHANA WD/O PRASHANT NINAVE
Vrs.
HDFC BANK LIMITED THROUGH ITS AUTHORIZED OFFICER MR. AMIT S/O RANJAN SINGH SENGAR

Office Notes, Office Memoranda of Coram, appearances, Court's Orders or directions and Registrar's order	Court's or Judge's Order

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Shri C. F. Bhagwani, Advocate for appellant.

CORAM: Y. G. KHOBRAGADE, J.
DATE : 29/04/2026.

1. Heard Shri Bhagwani, learned counsel appearing for the appellant at length.

2. By the present appeal under Section 100 of Code of Civil Procedure, the appellant who is the original Defendant No.3 and Guarantor to the loan transaction dated 19/09/2011 for sum of Rs.10,00,000/- has challenged the concurrent findings of both the Courts below on the ground that, the original defendant No.2/principal loan borrower, Mr. Prashant, the proprietor of defendant No.1 - Rajlaxmi Steel Traders had obtained loan and he died prior to institution of the suit, hence, suit itself was not maintainable. However, the learned Trial

Court passed the judgment and decree on 05/12/2023 in Summary Civil Suit No.108/2021 and illegally decreed the suit directing the present appellant / original defendant No.3 jointly and severally to pay amount of Rs.9,69,720.49 along with interest @ 15% per annum w.e.f. 01/01/2021 till its realization. Further, the learned First Appellate Court passed the impugned judgment and decree on 01/12/2025 and upheld the judgment and decree passed by the learned Trial Court.

3. After hearing learned counsel for the appellant for a considerable period, I have gone through the record. It is not in dispute that, the present appellant Mrs. Archana wd/o Prashant Ninave is the wife of defendant No.2 - Prashant Narayanrao Ninave (dead), proprietor of defendant No.1 – Firm. It is not in dispute that, on the application of the defendants, the Respondent/plaintiff - Bank sanctioned the loan of Rs.10,00,000/- in favour of the defendant No.1 under sanction letter dated 19/09/2011 on certain terms and conditions. As per the sanction letter, the defendants

agreed to repay the loan amount with interest @ 15 % per annum.

4. It further appears that the Respondent / plaintiff - Bank renewed their request of the original defendants for credit facility till 22/09/2018. The original defendants executed undertaking / indemnity on 21/04/2016 and Amended Agreements on 23/09/2016 and 26/09/2017. The defendants have not denied about availment of loan facility. The said loan account declared as Non-performing Asset (NPA) on 05/02/2020 and amount of Rs.9,06,340.08 was outstanding against the defendants as on 01/09/2020.

5. During the course of the trial, the respondent / plaintiff – bank proved the documentary evidence as discussed by the learned Trial Court in Para No.8 and passed the judgment and decree directing the defendants to pay jointly and severally the outstanding loan amount of Rs.9,69,720.49 along with interest @ 15% per annum w.e.f. 01/01/2021 till its realization.

6. On 01/12/2025, the learned First Appellate Court passed the impugned judgment and decree and affirmed the judgment and decree passed on 05/12/2023 by the learned Trial Court in Summary Civil Suit No.108/2021.

7. Though the learned counsel appearing for the appellant tried to canvass that, the husband of the present appellant was the proprietor of the defendant No.1 - M/s. Rajlaxmi Steel Traders but as per the bailiff report, the husband of the defendant No.3 / present appellant was reported to be dead on 20/10/2019 before the institution of the suit. However, the learned Trial Court passed an order on 02/09/2023 and rejected the prayer for leave to defend. Needless to say that present appellant / defendant No.3 is the guarantor to the said loan transaction. Therefore, as per Section 126 of the Indian Contract Act, 1972, liability is casted upon the present appellant to repay the loan.

8. Therefore, I do not find any substantial question of law arises in the present appeal, hence, it is dismissed.

[JUDGE]

Choulwar