KABC010163422023

IN THE COURT OF THE X ADDL. CITY CIVIL & SESSIONS JUDGE BANGALORE (CCH-26)

Dated this the 29th day of June, 2026.

Present
Sri K. GURUPRASAD, B.A., LL.B.(Spl.),
X Addl. City Civil & Sessions Judge,
Bengaluru.

O.S.No.3995/2023

Plaintiff:	ICICI Bank Limited A body corporate incorporated and registered under the Indian Companies Act 1956 and licensed as a Bank under the Banking Regulation Act 1949 having registered office at "Landmark", Race Course Circle, Vadodara-390 007 and having its Regional Office at ICICI Bank Ltd., No.4/10, 1st Floor, Mythree Tower Bommanahalli, Hosur Road Bengaluru-560 068 and represented by its PoA Holder and Manager Mr.Rohith Ali, M s/o Ishrth Ali, M aged 24 years. (By Mr.S.M. Anees Ahamed, Advocate)
Vs.	
Defendant:	Mr. Pratap Rout s/o Nitya Nand Rout aged about 41 years r/at c/o B.V. Venkatachala No.119, Alahalli Village Thyavanahalli Post Near Govt. School Kolar District-563 101. (Placed Ex-parte)

Date of institution of the suit	27-06-2023
Nature of the suit	For recovery of money
Date of the commencement of recording of evidence	08-12-2025
Date on which the judgment Pronounced	29-06-2026
Total duration	Years Months Days 03 00 02

(K. GURUPRASAD)
X Addl. City Civil & Sessions Judge,
Bengaluru.

J U D G M E N T

This suit is filed by the plaintiff-bank for recovery of sum of Rs.15,92,879/- from the defendant.

2. The brief facts of the plaintiff's case are that:-

On 30.10.2019, the defendant borrowed personal loan of Rs.14,54,154/- from the plaintiff-bank agreeing to repay the same with interest in 60 equated monthly installments of Rs.29,026/- each by executing all necessary documents in respect of loan transaction. It is further alleged that the defendant gave post-dated cheques towards equated monthly installments and the said cheques were dishonoured when presented for collection. It is further alleged that after availing the loan, the defendant has become defaulter to pay monthly installments as agreed and as on the date of filing of the suit, the defendant was due in a sum of Rs.15,92,879/- with interest at 18% p.a. Hence, the suit is filed.

3. After institution of this suit, the suit summons was issued to the defendant, which was unserved. Thereafter, paper publication was given in this regard. Inspite of it, the defendant remained ex-parte.

4. The plaintiff-bank has examined its Manager as P.W.1 and got marked documents Ex.P.1 to Ex.P.10 and closed its side.

5. Heard the arguments of counsel for the plaintiff-bank.

6. The point that arises for consideration of this Court is:-

> Whether the plaintiff-bank is entitled to recover the suit claim amount from the defendant?

7. Finding of this Court on the above point is in the affirmative, for the following:-

REASONS

8. The plaintiff-bank has examined its Manager as P.W.1. P.W.1 entered the witness box by filing sworn affidavit in the form of chief-examination. He has deposed that defendant has borrowed personal loan by agreeing to repay the same in 60 monthly installments with agreed interest and subsequently, he has committed default to pay the outstanding balance. He has produced Ex.P2- credit facility application, Ex.P3- application form, Ex.P4- key facts statement, Ex.P5- loan recall notice,

Ex.P8- loan account summary, Ex.P9- repayment schedule and Ex.P10 claim statement. The oral evidence of P.W.1 is supported by the above documents. It is evident from these documents that the defendant has borrowed the personal loan by executing said documents agreeing to repay the same in 60 equated monthly instalments with interest. Thereafter, the defendant has irregular in payment of EMIs and committed default to repay the loan amount and accordingly, the defendant is liable to pay the balance amount as shown in Ex.P.10.

9. The defendant has remained exparte. The case of the plaintiff-bank stood unchallenged. There is nothing to discard the oral evidence of P.W.1 coupled with documentary evidence. Hence, the Court is of the opinion that the oral and documentary evidence of the plaintiff-bank is sufficient to prove that the defendant is liable to pay the suit claim amount. However, the interest claimed @ 18% p.a. appears to be highly exorbitant. It is because admittedly the suit loan is lent for pesonal necessities and not for business/commercial purpose. Hence, in view of Section 34 CPC and facts and circumstances of the case, the rate of interest is reduced and the bank is not entitled to claim such higher rate of interest. Therefore, the plaintiff-bank is entitled for future interest at 6% p.a. With these observations, the above

point is answered in the affirmative and the following order is passed:-

ORDER

Suit of the plaintiff-Bank is decreed with costs.

The plaintiff-bank is entitled to recover a sum of Rs.15,92,879/- from the defendant with interest at 6% p.a. from the date of suit till its realization in full.

Draw decree accordingly.

(Dictated to the Senior Sheristedar directly on Computer, carried out corrections, printout taken and then pronounced in the Open Court on this the 29th day of June, 2026).

(K. GURUPRASAD)
X Addl. City Civil & Sessions Judge,
Bengaluru.

ANNEXURE

List of witnesses examined for the plaintiff:

PW.1 : Harish

List of documents exhibited for plaintiff:

Ex.P1 : Power of attorney

Ex.P2 : Credit facility application

Ex.P3 : Application form

Ex.P4 : Key facts statement

Ex.P5 : Loan recall notice

Ex.P5(a): Postal confirmation

Ex.P6 & 7: Copies of notice

Ex.P7(a): Postal confirmation

Ex.P8 : Loan account summary

Ex.P9 : Repayment schedule

Ex.P10: Claim statement

List of witnesses examined and documents got exhibited for defendant:-

Nil

(K. GURUPRASAD)
X Addl. City Civil & Sessions Judge,
Bengaluru.

GURUPRASAD KARANTH

Digitally signed by GURUPRASAD KARANTH
Date: 2026.06.30 10:12:15 +0530