IN THE COURT OF THE XXIX ADDL. CITY CIVIL
& SESSIONS JUDGE AT BANGALORE CITY. (CCH 30)

Dated this the 21st day of June 2019

PRESENT: SMT. NAGAJYOTHI. K.A., LL.M.,
XXIX ADDL CITY CIVIL & SESSIONS JUDGE, BANGALORE.

O.S.No.1072/2018

PLAINTIFF : Syndicate Bank,
Ganganagar Branch,
Bengaluru – 560 032.
Represented by its
Sri Valivelu Prabhakar,
S/o. Sri. V. Sambasivaiah,
Aged About 59 years.

(By Sri. H.M. Manjunath,
Advocate)

Vs.

DEFENDANTS

1. Smt. Manjamma,
W/o. Late K.M. Narayanappa,
Major by age.
2. Sri. Sathish Kumar,
S/o. Late K.M. Narayanappa,
Major by age.
3. Smt. K. Bhavani,
D/o. Late K.M. Narayanappa,
Major by age.

Defendant No's.1 to 3 are
R/a : No.38. 2nd Cross,
Kadubisanahalli,
Panathur Road,
Bellandur Post,
Varthur Hobli,
Bengaluru-560 103.

4. Sri. Allabakash,
S/o. Zahiruddin,
Aged about 50 years,
R/a. No.89/C, M.G. Colony,

Okalipuram,
Bengaluru - 560 023.

(Defendant No's.1 to 4 placed Exparte)

Date of Institution of the suit:	07/02/2018
Nature of the suit (on pronote, suit for declaration and possession, suit for injunction etc.):	Money Suit
Date of the commencement of recording of the evidence:	29/09/2018
Date on which the Judgment was pronounced:	21/06/2019
Total duration:	Year/s 01 Month/s 04 Day/s 14

JUDGMENT

This suit is filed for directing all the defendants jointly and severally to pay to the plaintiff Bank, a sum of Rs.2,31,545/- with future interest at 14.25% p.a., compounded monthly, and for costs and such other reliefs.

2. It is averred in the plaint that, the plaintiff is a Banking Company. One late K.M. Narayanappa, S/o Munikaverappa husband of 1st defendant and father of 2nd & 3rd defendants. During his lifetime, he approached the plaintiff bank on 24.09.2014, for a personal loan of Rs.3,00,000/- for his domestic purpose by offering guarantee of the 4th defendant/Sri. Allabakash. The plaintiff bank sanctioned personal loan (0458/762/11150) of

Rs.2,30,000/- on 15.10.2014, under it's loan scheme. K.M. Narayanappa and the 4th defendant have jointly executed an Agreement for Consumer Loan dated 15.10.2014 in favour of plaintiff bank and agreed to repay the loan amount of Rs.2,30,000/- in 60 equated monthly installments of Rs.5,522/- together with interest at the rate of 15% p.a. compounded monthly, till the loan is completely liquidated. Sri. K.M. Narayanappa and the 4th defendant have undertaken to pay the varied rate of interest at notified by the bank from time to time and also agreed to waive the notice of such variation from time to time and also they have agreed to pay over due Interest at the rate of 4.75% p.a. over and above the agreed rate of interest in case of default. The 4th defendant stood as a Guarantor to the aforesaid loan amount. The original borrower Sri. K.M. Narayanappa has made some part payments and failed to repay the loan amount and interest at the agreed terms. Sri. K.M. Narayanappa was died intestate on 02.08.2016 without discharging his liability with the plaintiff bank. After the death of Sri. K.M. Narayanappa, the plaintiff bank traced the particulars/details of his legal representatives. The 1st defendant is the wife of Late Sri. K.M. Narayanappa and the defendant No's.2 & 3 are the children of Late Sri. K.M. Narayanappa and they are succeeded to the estate of Late Sri. K.M. Narayanappa. Therefore, the defendant No's.1 to 3 have made as party to this suit. They have no other alternative to recover the balance loan amount due by Late Sri. K.M. Narayanappa. The legal representatives of Late Sri. K.M. Narayanappa, have failed to repay the balance loan amount to the plaintiff bank. The plaintiff bank finally got issued a legal notice on 27.11.2017, calling upon the legal representatives of Late Sri. K.M. Narayanappa and the 4th defendant to repay the balance loan amount together with interest. Even after issuance of notice, defendant No's.1 to 4 failed to comply demand notice. Hence, this suit.

3. After service of suit summons, the defendant No's.1 to 4 were not appeared, hence placed exparte.

4. The plaintiff has examined it's Chief Manager as PW.1 and got marked the documents Exs.P.1 to P.8. There is no oral or documentary evidence for the defendants.

5. Heard the arguments.

6. The points that arise for my consideration are:

(1) Whether plaintiff proves that the defendants are in arrears of Rs.2,31,545/- with future interest at the rate of 14.25% p.a. compounded monthly?

(2) Whether the plaintiff is entitled to recover the above amount?

(3) What order or decree?

7. My findings on the above said points are as under:-

Point No.1: In the Affirmative.
Point No.2: In the Affirmative.
Point No.3: As per final order for the following:

REASONS

8. **Point No's.1 & 2**:- It is a suit for recovery of money. One K.M. Narayanappa availed loan and 4th defendant stood as a guarantor/surety for the said loan. He demands loan for Rs.3,00,000/- and the bank authority sanctioned the loan of Rs.2,30,000/- on 15.10.2014. While pendency of the arrears, K.M. Narayanappa died. The defendant No's.1 to 3 are the legal heirs of the deceased i.e., defendant No.1 is the widow and defendant No's.2 & 3 are the children of deceased K.M. Narayanappa. Both children are majors. Since the loan amount was not repaid, the legal heirs have to pay the amount. The deceased was an employee in Railway Department and on the basis his salary, the loan was sanctioned.

9. To corroborate the contentions, the present plaintiff Bank Manager – Suraj Kumar K.V. deposed as P.W.1 and produced the document as per Ex.P.8/authorization letter and he was authorized to represent the plaintiff bank. Hence, I appreciate the evidence. Ex.P.1 is the loan application, Ex.P.2 is the agreement for loan and Ex.P.3 is the consideration receipt. All the 3 documents specifically prove the availment of loan. The 4th defendant stood as a guarantor for the said loan. Ex.P.7 is the statement of loan account extract shows, the loan was not repaid from the month of August, 2016. The plaintiff issued legal notice

to the defendants but they refused to receive the same. So, it clearly shows, the defendants were aware of pendency of arrears of amount. Further, this court was also issued notice to the defendant No's.1 to 4 through paper publication. Even after filing of this suit, the defendants were absent. So, the conduct shows the evidence of P.W.1 remain undisputed and unchallenged. Hence, I accept the evidence of P.W.1. Accordingly, I hold Point No's.1 & 2 in the '*Affirmative*'.

10. **Point No.3:-** In view of the reasons stated supra, I proceed to pass the following:

O R D E R

Suit is decreed with costs.

The defendant No's.1 to 4 are hereby jointly and severally liable to pay a sum of Rs.2,31,545/- to the plaintiff with interest at 14.25% p.a. from the date of suit till realization.

Draw the decree accordingly.

(Dictated to the Judgment Writer, after transcription, corrected by me and then pronounced and signed by me in the open court, on this the 21st day of June 2019)

(NAGAJYOTHI K.A.)
XXIX Addl. City Civil Judge,
Bangalore.

ANNEXURE

List of witnesses examined for the plaintiff's side:-

PW.1	Suraj Kumar K.V.

List of documents exhibited for the plaintiff's side:-

Ex.P.1	Loan application.
Ex.P.2	Agreement for loan.
Ex.P.3	Consideration Receipt.
Ex.P.4	Death certificate of K.M. Narayanappa
Ex.P.5	Office copy of legal notice dated 27.11.2017.
Ex.P.6	Postal covers (4 in No's.).
Ex.P.6(a)}{ to P.6(d)}{	Notices in postal covers.
Ex.P.7	Statement of loan account extract.
Ex.P.8	Authorization letter dated 15.10.2018.

List of witnesses examined for the defendants' side:-

- NIL –

List of documents exhibited for the defendants' side:-

- NIL -

XXIX Addl. City Civil Judge,
Bangalore.

Judgment pronounced in the open court vide separate judgment.

<u>O R D E R</u>

Suit is decreed with costs.

The defendant No's.1 to 4 are hereby jointly and severally liable to pay a sum of Rs.2,31,545/- to the plaintiff with interest at 14.25% p.a. from the date of suit till realization.

Draw the decree accordingly.

XXIX Addl. City Civil Judge,
Bangalore.