KAMS020034552025

IN THE COURT OF I ADDL. SENIOR CIVIL JUDGE AND CJM., AT MYSURU

Presided Over by **Sri. Prakash V.**
B.A.L, LL.B.,

I Addl. Senior Civil Judge & CJM.,
Mysuru.

Dated :- **3rd day of July, 2026**

O.S./1666/2025

Plaintiff :	**State Bank of India,** Vontikoppal Branch, Temple Road, Mysuru, Represented by its Branch Manager (By Sri. **Gowrishankara N**., Adv.,)

V/s

Defendant/s:	**Sri. M. Thippeswamy,** S/o. M. Mahantesh, Aged about 37 years, R./at # 1358, 3rd main, 9th cross, Vivekanandanagar, Mysuru – 570 023. And working as Conductor, KSRTC., Kuvempunagar Depot, Mysuru. (**Ex-parte**)

DATE OF PRESENTATION OF THE SUIT : **14.10.2025**

NATURE OF THE SUIT	:	**Money suit**
EVIDENCE COMMENCED ON	:	**25.06.2026**
JUDGMENT PRONOUNCED ON	:	**03.07.2026**
DURATION OF THE SUIT	:	Year/s Month/s Day **00 08 20**

Sd/-
(Prakash V.)
I ADDL. SR. CIVIL JUDGE &
CJM., MYSURU.

JUDGMENT

This is a suit for Recovery of money a sum of Rs.6,86,116.87/- with interest at the rate of 12.05% from the date of suit till its realization, cost and for such other reliefs.

2. The brief facts of case is as follows:

The plaintiff averred that, the plaintiff-Bank is constituted under the State Bank of India Act, 1955, having head office at Bengaluru and one of the branch is situated at Vontikoppal, Mysuru and carrying business of Banking. The branch Manager is represented and authorized to prosecute the suit.

3. It is further averred that, the defendant has borrowed personal loan of Rs.7,00,000/- and executed necessary documents and agreed to repay the loan with interest in 72 monthly installments and also agreed to pay interest at the rate of 12.05%P.A and overdue interest of Rs.2%P.A. The defendant also executed revival letter on 15.10.2022, acknowledging the debt. The defendant has not repaid the loan amount with interest and loan account classified as non performing asset on 30.10.2022. The defendant has due a sum of Rs.6,85,116.87/- including interest as on 30.10.2022 and miscellaneous expenses of Rs.1,000/-.

4. The plaintiff further averred that, the defendant failed to pay the due amount in spite of repeated request and demand. The cause of action for the suit arose when the loan was taken and subsequently on last payment dated 30.10.2024 and suit is in time. The value of the suit for the purpose of court fee and jurisdiction is at Rs.6,86,116.87 ps. and the plaintiff paid requisite court fee of Rs.44,543/- and this court has jurisdiction to try the suit. On these grounds, prays to decree the suit.

5. In spite of service of suit summons, the defendant failed to appear and placed ex-parte.

6. In support of the plaintiff's case, the Manager of Plaintiff-bank by name Jayashree H.S. is examined as PW.1 and relied on Ex.P1 to Ex.P10 and closed plaintiff's side evidence. Defendant ex-parte and no evidence on defendant's side.

7. Heard arguments.

8. On the basis of above pleadings and documents on record, the following points arise for consideration of this court:

POINTS

1. **Whether the plaintiff-bank proves that, defendant has borrowed a loan of Rs. 7,00,000/-?**

2. **Whether the plaintiff-bank proves that, defendant has agreed to pay interest at 12.05% P.A. on Rs.7,00,000/- and also penal interest at the rate of 2% P.A.?**

3. **Whether the plaintiff-bank proves that, the defendant has due total a sum of Rs.6,86,116.87/- as on the date of suit?**

4. **Whether the plaintiff is entitled for the relief as claimed?**

5. What Order or Decree?

9. On the basis of oral and documentary evidence available on record and under the facts and circumstances of the case, I answer the above points are as under:

Point No.1 to 4	**:**	**In the Affirmative**
Point No.5	**:**	**As per final order for the following;**

<u>// R E A S O N S //</u>

10. **<u>Point No.1 and 2</u>:** These points are connected to each other, and taken-up together for common discussion to avoid repetition of facts. In order to prove the case of plaintiff bank, the Manager of plaintiff-Bank by name Jayashree H.S., has examined as PW.1 by filing affidavit in chief examination and reiterated the plaint averments in her affidavit and relied on Ex.P1 to Ex.P10. The plaintiff contended that, the defendant has borrowed personal loan of Rs.7,00,000/- and agreed to pay interest at the rate of 12.05% P.A. and over due interest @ 2% P.A. by executing necessary documents.

11. As per Ex.P1- loan application, the defendant has applied for personal loan of Rs.7,00,000/-. As per Ex.P2-Loan sanction letter and Ex.P3-Arrangement letter, the plaintiff bank sanctioned loan of Rs.7,00,000/- on 16.10.2019. As per Ex.P4-Loan agreement, the defendant has received loan amount and agreed to the terms and conditions. As per Ex.P10- Loan account statement, the defendant has withdrawn the loan amount. As per Ex.P5 – revival letters, the defendant acknowledged the debt. As per Ex.P7 - legal notice, the plaintiff bank demanded the defendant to pay due amount with interest on 04.10.2025.

12. As per Ex.P2 -Loan sanction letter, Ex.P3-Arrangement letter and Ex.P4-Loan agreement, the defendant has agreed to pay interest @ 12.05% P.A and over due interest at rate of 2% P.A in 72 monthly installments. As per Ex.P10-Loan account statement, the defendant has not paid the installments regularly and due to the plaintiff bank. As per the terms and conditions of loan sanction letter and loan agreement, if the defendant failed to pay two or more installments, the plaintiff bank is at liberty to issue demand notice or initiate proceedings to recover the due principal amount with interest and other charges. The defendant not challenged the testimony of PW.1 and documentary evidence of Ex.P1 to Ex.P10. The plaintiff able to proves that, the defendant borrowed the above said loan and agreed to pay interest and over due interest. Hence, I answer Point No.1 and 2 in the **'Affirmative'**.

13. **Point No.3:-** The plaintiff contended that, after availing the loan amount, the defendant not repaid the loan amount with interest and loan account is classified as a non-performing asset and a sum of Rs.6,86,116.87 ps. is due including interest and charges as on date of suit. In order to prove the same the plaintiff relied on loan account statement-Ex.P10 and demand notice Ex.P7.

14. As per Ex.P2-loan sanction letter, Ex.P3-Arrangement Letter and Ex.P4-Loan agreement, the defendant is required to repay the loan amount of Rs.7,00,000/- with interest within 72 monthly installments. As per the loan account statement- Ex.P10, the defendant has not repaid the loan amount with interest regularly and due to the plaintiff bank. The plaintiff bank issued notice in writing at Ex.P7 on 04.10.2025 demanding to pay outstanding principal amount and balance interest amount. In total, the defendant is due a sum of Rs.6,85,116.87/- as on the date of suit. The plaintiff claiming interest of Rs.87,230.32 ps. from 30.10.2022 till filing of suit & miscellaneous expenses of Rs.1,000/- and in total Rs.6,86,116.87/-. The defendant has to pay due outstanding amount with present and further interest. Hence, I answer Point No.3 in the '**Affirmative**'.

15. **Point No.4:** As per Ex.P1 to Ex.P10, the defendant has borrowed a personal loan of Rs.7,00,000/- on 29.07.2022. As per terms and conditions of loan agreement, the defendant is required to repay the loan amount in 72 monthly installments from the date of loan. The present suit filed on 14.10.2025. As per Article 37 of the Limitation Act, if a loan amount is payable by installments, the period of limitation starts when the default is made. As per Ex.P5, the defendant also executed revival letter on 15.10.2022 acknowledging the debt. According to Ex.P10-Loan account statement, the defendant paid the last installment on 30.10.2024. Therefore, the suit is filed within the prescribed time.

16. As discussed above, the defendant is due total sum of Rs.6,86,116.87/- as on the date of suit. As per the loan sanction letter and loan agreement, the defendant is required to pay interest @ 12.05% P.A and over-due interest @ 2% P.A. The loan is a personal loan. Accordingly, the plaintiff is entitled to recover the total loan of Rs.6,86,116.87/- and it is rounded off Rs.6,86,117/-, with present and future interest at the rate of 12.00% P.A on the principal due amount. There is no material evidence or circumstances to reject the claim of the plaintiff-bank. The plaintiff proved their case by producing oral and documentary evidence. Hence, I answer Point No.4 in the '**Affirmative**'.

17. **<u>Point No.5</u>**:- In view of the above discussion and under facts and circumstances of the case, I answer this Point, for the following;

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

The suit of plaintiff-bank is hereby **decreed with cost.**

It is further ordered and decreed that, the plaintiff is entitled to recover total due amount of **Rs.6,86,117/-** (Rupees Six lakh eighty six thousand one hundred and seventeen only) with present and future interest @ 12.00% P.A on the principal due amount and overdue interest @ 2% PA.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, corrected and signed by me and then pronounced in open court on this the **3rd day of July, 2026**)

Sd/-
(Prakash V.)
I ADDL. SENIOR CIVIL JUDGE
& CJM., MYSURU

<u>ANNEXURES</u>

1. **<u>List of witnesses Examined for the Plaintiff/s</u>:-**

PW.1 : Smt. Jayashree H.S.

2. **<u>List of witnesses examined for the Defendant/s</u>: -**

-- None –

3. List of Documents marked for the Plaintiff/s:-

Ex.P1	:	Loan application
Ex.P2	:	Loan sanction letter
Ex.P3	:	Arrangement letter
Ex.P4	:	Personal Loan Agreement
Ex.P5	:	Revival letter
Ex.P6	:	Pay slips
Ex.P7	:	Legal notice dated: 04.10.2025
Ex.P8 & 9	:	RPAD cover along with acknowledgment and legal notice
Ex.P10	:	Bank account statement

4. List of Documents marked for the Defendant/s:-

--- Nil ---

Sd/-
(Prakash V.)
I ADDL. SENIOR CIVIL JUDGE
& CJM., MYSURU.