



TITLE SHEET FOR JUDGMENTS IN SUITS

**IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE &
JMFC AT ANEKAL.**

DATED THIS THE 1ST DAY OF JULY, 2026

: P R E S E N T :

**SRI. T.SRIKANTH, B.A.L.,LL.B.,
PRL. SENIOR CIVIL JUDGE & JMFC,
ANEKAL.**

O.S.NO.375/2019

BETWEEN :

CANARA BANK
BRANCH AT ATTIBELE,
REP. BY ITS MANAGER,
NAMELY MRS. ANITA RANI MISHRA,
AGED ABOUT 32 YEARS,
W/O MR. PRADEEP KUMAR PANI. PLAINTIFF

(BY SRI K.VELAYUDHAN, ADVOCATE)

AND :

1. SRI ANGALAMMA MAHILA SWASAHAYA SANGHA (S.H.G)
REP. BY ITS REPRESENTATIVES,
THE DEFENDANTS 2 & 3 HEREIN.

2. MRS M.MANJULA
W/O MICHLE,
AGED ABOUT 38 YEARS,
REPRESENTATIVE & MEMBER OF
SRI ANGALAMMA MAHILA SWASAHAYA SANGHA (S.H.G),

3. MRS. MANGALA
W/O CHANDAPPA,
AGED ABOUT 32 YEARS,
REPRESENTATIVE & MEMBER OF
SRI ANGALAMMA MAHILA SWASAHAYA SANGHA (S.H.G),



4. MRS. GOWRAMMA
W/O VENKATESHAPPA,
AGED ABOUT 48 YEARS,

5. MRS. LEELAVATHI
W/O MURALI,
AGED ABOUT 45 YEARS,

6. MRS. SAKAMMA
W/O MUNIAPPA,
AGED ABOUT 32 YEARS,

7. MRS. MADHULAKSHMI
D/O KRISHNAPPA,
AGED ABOUT 43 YEARS,

8. MRS. MALLAMMA
W/O KRISHNAPPA,
AGED ABOUT 42 YEARS,

9. MRS. RATHNAMMA
W/O MURUGAVEL,
AGED ABOUT 38 YEARS,

10. MRS. LAKSHMAMMA
W/O NARAYANAPPA,
AGED ABOUT 36 YEARS,

11. MRS. AMBUJA
W/O MUNIRAJ,
AGED ABOUT 28 YEARS,

12. MRS. PAVITHRA
W/O CHIKKANNA,
AGED ABOUT 30 YEARS,

13. MRS. GEETHA
W/O NARAYANAMMA,
AGED ABOUT 42 YEARS,

14. MRS. KEMPAMMA
W/O GOPALAPPA,
AGED ABOUT 48 YEARS,



15. MRS. SUJATHA
W/O KRISHNAMOORTHY,
AGED ABOUT 35 YEARS,

16. MRS. KAVYASHREE
W/O GOPALAPPA,
AGED ABOUT 32 YEARS,

17. MRS. DEEPA
W/O MADESH,
AGED ABOUT 30 YEARS,

18. MRS. PRAVILA
W/O DHASHARATHA REDDY,
AGED ABOUT 36 YEARS,

19. MRS. BHAGYAMMA
W/O RAMASWAMY,
AGED ABOUT 40 YEARS,

20. MRS. LAKSHMAMMA
W/O PUTTAPPA,
AGED ABOUT 42 YEARS,

21. MRS. UMA
W/O JHON,
AGED ABOUT 35 YEARS,

THE DEFENDANTS 4 TO 21 ARE
THE MEMBERS OF SRI ANGALAMMA
MAHILA SWASAHAYA SANGHA (S.H.G),

THE DEFENDANTS 2 TO 21 ARE
RESIDING AT BALLUR VILLAGE,
ATTIBELE HOBLI, ANEKAL TALUK,
BANGALORE DISTRICT – 562 107.

DEFENDANTS

(EX-PARTE)



Date of institution of Suit	:	30/03/2019		
Nature of the suit	:	Recovery of Money		
Date of recording of evidence	:	11/06/2026		
Date of pronouncement of Judgment	:	1/07/2026		
Total duration	:	Year/s	Month/s	Day/s
		7	03	02

(T.SRIKANTH)
Prl. Senior Civil Judge
Anekal.

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:JUDGMENT:

The plaintiff filed this suit against the defendants for recovery of a sum of Rs.7,57,148=00 only, together with interest and other allied reliefs.

2. It is the case of plaintiff that, the plaintiff is a nationalized bank incorporated under the Companies Act, having its head office at Bangalore and having branch office at Attibele. The defendant-1 is a self help group formed by defendants 2 to 21 in the name of Shri Angamma Mahila Swasahaya Sangha (S.H.G), represented by its representatives i.e., the defendants 2 & 3. The defendants approached the plaintiff Bank for credit facilities on Term Loan, up to the limit of Rs.8,00,000=00 for the purpose of lending among the group members and accordingly obtained the same by executing various loan documents on 1/06/2017, agreeing to repay the same within 36 monthly installments together with interest at 11.25% per annum. But, subsequently, the defendants failed to comply with



the terms of loan by paying EMI., and failed to clear the loan amount inspite of repeated demands made by the plaintiff. As on 19/12/2018 the total outstanding loan amounts with interest stood at Rs.7,,57,148=00. From the non responding conduct of the defendants, it appears that the plaintiff Bank may be deprived of its legitimate claim without instituting the suit. Hence, the plaintiff filed this suit for realization of the aforesaid amount together with unclaimed interest, notice charges, incidental charges and interest from the date of suit till realisation.

3. Inspite of service of suit summons, the defendants failed to appear before this Court. Hence, the suit proceeded ex-parte against them.

4. In order to prove its case, the plaintiff bank examined its Chief Manager before this Court on oath as PW1 and got marked 26 documents as Ex.P1 to Ex.P26 and closed its side.

5. Heard oral arguments of learned counsel of the plaintiff. Perused pleadings, evidences and materials



available on record. The points that arise for consideration in this suit are as follows;

: P O I N T S :

1. Whether the plaintiff proves that the defendants obtained loan from its bank and failed to pay the EMI as agreed upon ?

2. Whether the plaintiff is entitled to the reliefs as claimed in the plaint ?

3. What order or decree ?

6. My findings on the above points are as follows;

Point No.1 & 2 : In the Affirmative.

Point No.3 : As per final order for the following;

: : R E A S O N S : :

7. Point No.1: For proving its claim, the Chief Manager of the plaintiff's bank, one Sri R.Pitchai, examined himself before this court on oath as PW1 by filing his evidence in the form of affidavit, by reiterating the averments of the plaint and got marked Ex.P1-Loan Application, Ex.P2-Inter-se Agreement, Ex.P3-Articles of Agreement For Financing Self Help Groups, Ex.P4-Legal



Notice, Ex.P5 to Ex.P13-Postal Acknowledgments, Ex.P14 to Ex.P23-Unserved Postal Covers, Ex.P24 & Ex.P25-Postal Acknowledgments, Ex.P26-Statement of Account and closed its side. The evidence of plaintiff remained unchallenged and unrebutted due to absence of defendants during trial.

8. On careful scrutiny of the evidence and documents on record, it appears that as per Ex.P1 to Ex.P3 loan of Rs.8,00,000=00 is sanctioned to defendants. The defendants borrowed said loan by agreeing to repay the same together with interest at 11.25% p.a., and executed loan documents.

9. According to plaintiff, several times the plaintiff bank informed the defendants regarding irregular payments of EMI., and outstanding amount of loan and also intimated the defendants of taking legal action against them for recovery of outstanding loan amount. The reading of Ex.P26-Statements of Account, shows that as on 1/04/2018 the outstanding loan amount was Rs.7,57,148=00.



10. Considering all the above, it is clear that the defendants borrowed loan from the plaintiff bank and failed to clear the same in time. As such, the plaintiff bank has cause of action to file this suit and is entitled to recover the outstanding loan amounts with interest as agreed upon from the defendants. **Hence, I answer this point in the AFFIRMATIVE.**

11. Point No.2 : In view of specific contract between the plaintiff and the defendants, the plaintiff is entitled to agreed rate of interest at 11.25% p.a., from the date of suit till the date of realisation as claimed. Further, the plaintiff has filed this suit within time and has paid proper court fee. **Hence, I answer this point in the AFFIRMATIVE.**

12. Point No.3: In view of the above discussions on point No.1 and 2, I proceed to pass the following:-

: O R D E R :

*The plaintiff's suit is hereby decreed
with costs.*



It is ordered and decreed that, the defendants are jointly and severally liable to pay a sum of Rs.7,57,148=00 only, to the plaintiff bank with interest at the rate of 11.25% p.a., from the date of suit till realisation, failing which, the Plaintiff shall be entitled to recover the same, through the process of the court, in accordance with law.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed, typed by her, corrected, signed and then pronounced by me in the Open Court on this the 1st day of July, 2026.)

(T.SRIKANTH)
Prl. Senior Civil Judge
Anekal.

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: ANNEXURE :

Number of Witnesses examined on behalf of Plaintiff:

PW1	R. Pitchai	11/06/2026
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List of Documents marked on behalf of the Plaintiff:

Ex.P1	Loan Application.
Ex.P2	Inter-se Agreement.
Ex.P3	Articles of Agreement for Financing Self Help Groups.
Ex.P4	Legal Notice.
Ex.P5 to 13	Postal Acknowledgments.
Ex.P14 to 23	Unserved Postal Covers.
Ex.P24 & 25	Postal Acknowledgments.
Ex.P26	Statement of Account.

(T.SRIKANTH)
Prl. Senior Civil Judge
Anekal.



*(Order pronounced in open court,
vide separate Judgment)*

ORDER

*The plaintiff's suit is hereby
decreed with costs.*

*It is ordered and decreed
that, the defendants are jointly
and severally liable to pay a sum
of Rs.7,57,148=00 only, to the
plaintiff bank with interest at the
rate of 11.25% p.a., from the date
of suit till realisation, failing
which, the Plaintiff shall be
entitled to recover the same,
through the process of the court, in
accordance with law.*

Draw decree accordingly.

*(Computerized, corrected, revised and
signed by me and then pronounced in the
open court on this the 1st day of July, 2026.)*

(T.SRIKANTH)
*Prl. Senior Civil Judge
Anekal.*