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IN THE COURT OF THE

Prl., CIVIL JUDGE & JMFC, AT MYSURU.

:PRESENT:

Smt.SANMATHI.S.R., B.A.L.,LLB.,LLM.,
Prl., Civil Judge & JMFC., Mysuru.

DATED THIS THE 1st DAY OF AUGUST 2026

OS No.587/2022

Plaintiff/s : ICICI Bank Ltd., 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 – 390007.
And branch office at –
ICICI Bank Ltd., Setty Mansion, No. 34/2.3.4,
Ground Floor, Ramavilas Road, Mysore–570024.
And represented by its Power of Attorney holder
And Manager Mr. Swamy G.K,
S/o.Gangadharappa, Aged 33 years

(**By S.M.Anees Ahamad, Advocate**)

Versus

Defendant/s : 1. R.Venkatalakshmi, Aged about 61 years, W/o.C.V.Subbanna,
2. Shwetha.S, Aged about 37 years, D/o.C.V.Subbanna,
Both are R/o.No.81, C Block, Ananda Layout, Bogadi 1st Stage, Mysore-570 023.

(**Exparte**)

Date of Institution of the Suit	17.03.2022
Nature of the suit	Money Suit
Date of the commencement of recording of the evidence	19.11.2025
Date on which judgment was pronounced	01.08.2026
Total Duration	Year/s Month/s Day/s 04 04 15

(**SANMATHI.S.R**)
Prl., Civil Judge & JMFC., Mysuru.

: JUDGMENT :

This suit is by the plaintiff-bank against the defendants for recovery of Rs.4,29,202/- together with interest at the rate 18% pa., from the date of suit till the date of realization with costs and other reliefs.

2. It is the case of the plaintiff that, on 04.12.2017, the Defendants No.1 as Applicant/Borrower and Defendant No.2 as Co-Applicant/Co-Borrower have approached Plaintiff Bank at Bangalore for availing financial assistance for purchase of Hyundai 120 Elite vehicle bearing Registration No.KA09MD3937. After considering the application the Plaintiff bank accepted the proposal and pursuant to the agreement entered between the Plaintiff and the Defendants the Plaintiff bank had sanctioned Auto Loan of Rs.7,84,000/- on 07.12.2017 repayable as per the agreed schedule of the loan agreement by way of equated monthly installments of Rs.16,085/- per month for 60 months. The said vehicle was hypothecated in favour of the Plaintiff bank and agreement was executed at the Mysuru branch of the Plaintiff

Bank. The Defendants as Borrower have executed Credit Facility Application Form on 07.12.2017 in favour of the Plaintiff, agreeing to abide by all the terms and conditions therein, be charge with the repayment of the facility, all interest, commission, cost charges, expenses and all money, whatsoever stipulated in or payable by the defendants. At the time of availing the loan, Defendants were fully aware of rate of interest, tenure of the Loan, equated monthly installment of the loan along with other details. Based on the same, the Credit Facility Application Form with terms and conditions was executed by the Defendants. At the time of availing the loan Defendants were also informed that in case of default to pay installments on the due dates, overdue and bounced charges will be levied and Bank may exercise their rights under the said document. After availing the loan, the Defendants have failed to pay installments on the due dates, as the postdated cheques returned unpaid on the due dates. Thus, installment, overdue charges and bounce charges were levied on Defendants loan account. In this regard, executives of Plaintiff Bank were reminding Defendants of outstanding dues in the loan account through phone, personal visits at the address available in their records. The Plaintiff has also sent several Demand Notices to the Defendants. But the Defendants failed to respond to the Plaintiff's Demand Notices. The Plaintiff was thus constrained to issue notice on 20.02.2021 and inform the Defendants that the facility has been recalled with immediate effect. The Plaintiff further called upon the Defendants to pay the outstanding amount as per notice within 7 days from the date of receipt of the notice, failing which the Plaintiff will be constrained to initiate appropriate action against them. Despite the notice the Defendants did not yield the request of the Plaintiff. The total overdue as on 18.11.2021 is Rs.4,29,202/- inclusive of other charges like late payment penalty, interest in pending installment etc. But in spite of such undertaking the Defendants have utterly failed to repay the loan facility. Hence, this suit.

3. In response to the suit summons issued by this court, the defendants did not appeared before the court. Hence placed exparte.

4. In order to substantiate the case, the Manager of the plaintiff got examined as PW.1 and got marked Ex.P.1 to Ex.P.8. On the other hand, the defendants remained absent before the court, hence placed exparte.

5. Heard the arguments. Perused the materials on record.

6. The points that arises for my consideration are as follows:

: P O I N T S :

1. Whether the plaintiff proves that, defendant No.1 as Borrower and Defendant No.2 as Co-Borrower approached Plaintiff Bank and have availed loan of Rs.7,84,000/- from the plaintiff bank on 07.12.2017 as auto loan to purchase car ?
2. Whether the plaintiff proves that the defendants have executed necessary documents in favour of plaintiff bank regarding repayment of loan?
3. Whether the plaintiff proves that the defendants have failed to repay the loan amount and became defaulter?

4. Whether the plaintiff is entitled for recovery of Rs.4,55,701/- as on 04.11.2022 together with interest at the rate 18% p.a. with costs, from the date of suit till the date of realization of the amount from the defendants as sought in the plaint ?

5. What order or decree?

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

Point No.1	:	In the Affirmative
Point No.2	:	In the Affirmative
Point No.3	:	In the Affirmative
Point No.4	:	In the Affirmative
Point No.5	:	As per the final order for the following :

: **R E A S O N S** :

8. **Points No.1 to 4 :** Since these points are inter-linked to to avoid repetition of facts these points are taken together for common discussion.

9. It is the specific assertion of plaintiff bank that, on 04.12.2017, the Defendants No.1 as Borrower and Defendant No.2 as Co-Borrower have approached Plaintiff Bank at Bangalore for

availing financial assistance for purchase of Hyundai 120 Elite vehicle bearing Registration No.KA09MD3937. After considering the application the Plaintiff bank had sanctioned Auto Loan of Rs.7,84,000/- on 07.12.2017. The Defendants have executed necessary documents in favour of the Plaintiff, agreeing repayable the loan by way of equated monthly installments of Rs.16,085/- per month for 60 months. The said vehicle was hypothecated in favour of the Plaintiff bank and agreement was executed at the Mysuru branch of the Plaintiff Bank. Defendants have agreed to abide by all the terms and conditions of the loan agreement. At the time of availing the loan, Defendants were fully aware of rate of interest, tenure of the Loan, equated monthly installment of the loan along with other details. After availing the loan, the Defendants have failed to pay installments on the due dates. In this regard, executives of Plaintiff Bank were reminding Defendants of outstanding dues in the loan account through phone, personal visits at the address available in their records. The Plaintiff has also sent several Demand Notices to the Defendants. But the Defendants failed to respond to the Plaintiff's

Demand Notices. The Plaintiff was thus constrained to issue notice on 20.02.2021 and inform the Defendants that the facility has been recalled with immediate effect and called upon the Defendants to pay the outstanding amount as per notice within 7 days from the date of receipt of the notice, failing which the Plaintiff will be constrained to initiate appropriate action against them. Despite the notice the Defendants did not yield the request of the Plaintiff. The outstanding overdue as on 18.11.2021 is Rs.4,29,202/- inclusive of other charges like late payment penalty, interest in pending installment etc. Hence, filed this suit for recovery of outstanding dues from the defendants.

10. The Plaintiff to substantiate its case has examined its manager as PW.1. The PW.1 has reiterated the contents of the plaint averments in his examination-in-chief and has relied upon Ex.P.1 to Ex.P.8 documents. Ex.P.1 is the certified copy of Power of Attorney, Ex.P.2 & 3 are the Loan applications dated 04.12.2017, Ex.P.4 is the credit loan facility application form dated 07.12.2017, Ex.P.5 is the loan recall notice issued the defendant No.1 dated 20.02.2021, Ex.P.6 is the loan account statement, Ex.P.7 is the loan recall notice issued

the defendant No.2 dated 20.02.2021 and Ex.P.8 is the loan foreclosure letter dated 18.11.2021.

11. PW.1 has produced above documents to show that the defendants have borrowed car loan of Rs.7,84,000/- by executing documents as per Ex.P.3 and 4 in favour of the plaintiff bank. The plaintiff has produced the loan recall notices as per Ex.P.5 and 7 issued by the plaintiff Bank to defendant No.1 and 2. It is the contention of the plaintiff bank that, after payment of loan amount, the defendants have failed to pay the installments and become defaulter. They did not repaid the loan amount as agreed by them even after repeated requests. Ex.P.5 & 7 are the supporting documents and are sufficient to hold that plaintiff has issued notice to the defendants. Even on service of notices they did not pay the loan amount. Further PW.1 has produced documents as per Ex.P.6 & 8 to show the outstanding balance of on amount as on the date of 04.11.2022.

12. In this case the oral and documentary evidence adduced by the PW.1 is not challenged and disputed by the defendants. They did not appear before the court, hence placed exparte. They have not

contested the claim of the plaintiffs. On perusal of entire oral and documentary evidence it is clear that defendants are in due of Rs.4,29,202/- as on 18.11.2021 in total as on the date of filing of suit. At this juncture, I would like to rely on the decision reported in AIR 1999 Supreme Court 1441, wherein Hon'ble Apex court held that, if the defendant did not appear even after the service of the summons, the court can drawn adverse inference.

13. The plaintiff has alleged that defendants have committed default in repayment of the suit loan amount. Furthermore, as I have already discussed above, oral testimony of PW.1 with regard to the documents have not been controverted by the defendants owing to failure in defending the case. Hence the liabilities of the defendants is duly proved by the documents produced by the plaintiff. Further the defendants have borrowed the loan on 07.12.2017 by executing documents in favour of plaintiff bank. They have been issued the loan recall notice on 20.02.2021 to both the defendants which had been served on the defendants. Inspite of that they did not turned to repay the loan amount. The suit is filed on 17.03.2022. Hence, the suit filed by the plaintiff is within the period of limitation. Loan account

statements as Ex.P.6 and foreclosure notice Ex.P.8 clearly shows the outstanding balance loan amount as on the date of filing of the suit. The rate of interest claimed by the plaintiff is remained unchallenged. Hence, the calculation of claim amount is correct.

14. In light of the above discussion, it is important to note that the defendants have not paid loan amount as agreed. As I have already discussed above, the defendants have utterly failed to disprove the case of the plaintiff. Therefore it can be safely held that the plaintiff has established that the defendants have committed default in repayment of the suit loan amount. Hence plaintiff is entitled to get the relief as prayed. Accordingly, I answered Point No.1 to 4 in the Affirmative.

15. **POINT No.5** : In view of my findings to the point No.1 to 5, the suit of the plaintiff deserves to be decreed with costs. Accordingly I proceed to pass the following :

ORDER

The suit filed by the plaintiff Bank for the recovery of money is hereby decreed with costs.

Defendants are hereby directed to pay a sum of Rs.4,29,202/- **to the plaintiff bank together with interest at the rate** 18% **pa., from the date of suit till the date of realization.**

The defendants are directed to liquidate the above stated loan amount within 3 **months to the plaintiff. Failing which the plaintiff Bank is at liberty to proceed in accordance with law.**

Draw the Decree accordingly.

(Dictated to the Stenographer, transcribed and typed by her, corrected by me and then pronounced in the open Court on this the **01st day of AUGUST** 2026)

(SANMATHI.S.R)
Prl. Civil Judge & JMFC., Mysuru.

: **A N N E X U R E** :

List of witnesses examined on behalf of Plaintiff/s :

PW.1 : Abdul Ansar.A

List of documents marked on behalf of the Plaintiff/s :

Ex.P.1 : Certified copy of Power of Attorney

Ex.P.2 & 3 : Loan applications dated 04.12.2017

Ex.P.4 : Credit loan facility application form dtd 07.12.2017

Ex.P.5 : Loan recall notice dated 20.02.2021

Ex.P.6 : Account statement

Ex.P.7 : Loan recall notice dated 20.02.2021

Ex.P.8 : Loan foreclosure letter dated 18.11.2021.

List of witnesses examined on behalf of defendant/s :

NIL

List of documents marked on behalf of the defendant/s :

NIL

(**SANMATHI.S.R**)
Prl. Civil Judge & JMFC., Mysuru.