

KABC010315282024



**IN THE COURT OF THE III ADDL. CITY CIVIL AND
SESSIONS JUDGE, (CCH-25), BENGALURU**

DATED: THIS THE 6th DAY OF MARCH, 2026

PRESENT : SMT.NISHARANI A.C., B.A, LL.B.,
III Addl. City Civil and Sessions Judge,
Bengaluru.

O.S. No.8692/2024

PLAINTIFF : **The State Bank of India**
Dr.Ambedkar Veedhi Branch,
Bengaluru – 560 001.
Represented by its Manager
Mr.Jitendrapal Singh.

(By Sri.Sathish Kumar J., Adv.)

V/s.

DEFENDANT : **Mr.T.Narayanappa**
S/o Sri.Thimmappa,
Aged about 40 years,
207, Jodi Achachammanahalli,
Y.N. Hosakote (H),
Pavagada Taluk,
Tumkur – 572 141.

Also at:
R/at No.207, 5th Cross,
2nd Main, Jalahalli Cross,
Bengaluru – 560 013.

Ex-parte

Date of institution of Suit	05.12.2024		
Nature of the Suit	Recovery of Money		
Date of commencement of recording of evidence	27.06.2025		
Date on which Judgment was pronounced	06.03.2026		
Total duration	Year/s 01	Month/s 03	Days 01

**(NISHARANI A.C)
III ADDL. CITY CIVIL AND
SESSIONS JUDGE, BENGALURU.**

J U D G M E N T

The plaintiff bank filed this suit for recovery of money, directing the defendant to pay a sum of Rs.3,69,500/- together with costs and interest at the rate of 14% p.a. with monthly rests and pass such other reliefs.

2. The brief facts of the plaintiff's case is as follows:-

The plaintiff bank is a Corporate body Constituted under State Bank of India Act, 1955. The defendant as borrower had approached the Dr.AmbedkarVeedhi Branch (40022), Bangalore-560001, for a personal loan under the scheme of Xpress credit facility, further defendant applied the loan on 30.09.2021, under the said scheme. At request of defendant, the bank had sanctioned a personal Loan of Rs.5,54,900/-. The loan was repayable on demand with cost and Interest on the loan will be charged at 11.10% per annum on daily reducing balance at monthly rests which is 3.90% above the two years marginal cost of lending rate which is present 7.2% per annum. The rate of interest viz., 11.10% will be valid for the entire tenor of the loan. In the event of default in payment of an installment or any irregularity in the loan account, penal interest at the rate of per month over the

stipulated interest rate with monthly rests will be charged for the irregular amount and overdue period. The said personal loan was repayable with cost and interest at 11.10% per annum calculated on daily products with monthly rests in 72 monthly installments of Rs.10,591/- each. The defendant had also agreed that the Bank shall at any time and from time to time is entitled to vary the Base rate and the margin based on Credit Risk Assessment of the borrowers. The defendant had accepted the terms and conditions of loans and in token thereof have signed the arrangement letter dated 29.09.2021. The defendant had executed the personal Loan agreement dated 29.09.2021 along with Demand Promissory Note Delivery Letter while availing the loans sanctioned by the Applicant. The Defendant committed serious irregularity and did not repay the stipulated installments. Due to the persistent irregularity, the loan account of the defendant has become Non-Performing Assets. In accordance with the

Income Recognition and Asset Classification norms of the RBI, the bank has not debited interest to the loan account of the defendant thereafter. The defendant is liable to pay outstanding loan amount of Rs.3,69,500/-, as on 21.09.2024 with future interest and costs. The repeated demands made by the plaintiff to the defendant to regularize the account and or to repay the loan did not Several letters addressed to her evoke proper response. were of no avail. Even thereafter the defendant failed to regularize or to close the loan account. The cause of action for the suit arose on and from 23.04.2024 when the defendant made last payment to the plaintiff, has sent legal notice on 23.09.2024. The defendant has made part payment sporadically. Therefore, prays to decree the suit.

3. On issuance of summons and giving sufficient opportunity, counsel for the defendant not present before the Court and placed exparte.

4. Basing on the plaint averments and other materials available on record, the Points that arise for my consideration are:-

1. Whether the defendant is liable to pay Rs.3,69,500/- together with costs interest at the rate of 14% p.a.?
2. What order?

5. Plaintiff bank in order to prove its case, the Managers of plaintiff bank Sri.Jatinderpal Singh and Jagadevi are examined as P.W.1 and 2 and got marked Ex.P.1 to 13. On the other hand, the defendant is placed exparte.

6. Heard arguments of the learned counsel for plaintiff. After hearing arguments, my answer to the above points are:-

POINT No.1 : **In the Affirmative,**

POINT No.2 : As per the final orders

REASONS

7. **POINT No.1:** The plaintiff bank filed this suit for recovery of money, directing the defendant to pay a sum of Rs.3,69,500/- together with costs and interest at the rate of 14% p.a. with monthly rests and pass such other reliefs.

8. The Managers of plaintiff bank Sri.Jatinderpal Singh and Jagadevi are examined as P.W1 and 2 by reiterating the plaint averments and he got marked some of the documents to show that the defendant has approached the plaintiff bank for availing personal loan. Ex.P.1 is the Authorization letter issued by plaintiff bank. Ex.P.2 is the original loan application. Ex.P.3 is the original Loan agreement. Ex.P.4 is the original Sanction letter. Ex.P.5 is the original Agreement letter. Ex.P.6 is the certificate issued by City Civil Court, Bengaluru. Ex.P.7 is the certified copy of the ID card of defendant. Ex.P.8 is the certified Adhara card of defendant. Ex.P.9 is the certified employee card of

defendant. Ex.P.10 is the copy of legal notice Dated:23.09.2024. Ex.P.11 is the original postal receipt. Ex.P.12 is the returned RPAD cover and Ex.P.13 is the bank statement of defendant.

9. The documents produced by the plaintiff bank clearly depicts that the plaintiff is due for the suit claim as on the date of the suit.

10. Suit summons served on the defendant, the defendant remained absent and not chosen to contest the suit, hence he was placed exparte. The evidence of P.W.1 and 2 is supported by the documentary evidence. In order to prove its case, the plaintiff bank has also produced the bank statement to show that the amount transferred to the account of the defendant. Considering the facts and circumstances of the case, I am of the considered opinion that the plaintiff bank is entitled for the relief of decree. Therefore, I answer **point No.1 in Affirmative.**

11. **POINT No.2:** For the foregoing reasons and discussions in Point No.1, I proceed to pass the following:

ORDER

The suit of the plaintiff bank is hereby decreed with costs.

The plaintiff bank is entitled for sum of Rs.3,69,500/- (Rupees Three Lakhs Sixty Nine Thousand Five Hundred only) from the defendant together with costs and interest at the rate of 14% p.a. with monthly rests from the date of suit till the date of realization.

Draw Decree accordingly.

(Dictated to the Steno Gr.III, directly on Computer, corrected and then pronounced by me in open Court on this **6th day of March, 2026**).

**(NISHARANI A.C)
III ADDL. CITY CIVIL AND
SESSIONS JUDGE, BENGALURU.**

ANNEXURE**Witnesses examined on behalf of Plaintiff:**

PW.1	Jatinderpal Singh
P.W.2	Jagadevi

Documents marked on behalf of Plaintiff:

Ex.P.1	Authorization letter issued by Plaintiff bank.
Ex.P.2	Original loan application.
Ex.P.3	Original Loan agreement.
Ex.P.4	Original Sanction letter.
Ex.P.5	Original Agreement letter.
Ex.P.6	Certificate issued by City Civil Court, Bengaluru.
Ex.P.7	Certified copy of the ID card of Defendant.
Ex.P.8	Certified Adhara card of Defendant.
Ex.P.9	Certified employee card of Defendant.
Ex.P.10	Copy of legal notice Dated:23.09.2024.
Ex.P.11	Original postal receipt.
Ex.P.12	Returned RPAD cover.

Ex.P.13	Bank statement of Defendant.
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Witness examined and Documents Marked on behalf of Defendants:

-NIL-

**(NISHARANI A.C)
III ADDL. CITY CIVIL AND
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