KABG400010292023

ARUNKUMAR G

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IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE,

AT CHIKODI

: PRESENT :

Sri. Arun Kumar. G. B.A.., LL.B.
Prl. Senior Civil Judge,
Chikodi.

Dated this the 6th day of July - 2026

OS No.269/2023

Plaintiff/s :

1. **The Canara Bank**

   (e. Syndicate Bank)

   Body Corporate being a nationalized Bank

   Governed by RBI,

   Body Corporate to Sue and Be Sued

   Canara Bank

   (e. Syndicate Bank), Sadlaga,

   Represented by its Senior Manager

   (Sri. P. S. Sadar Joshi, Adv.,)

- V/s -

<u>Defendant/s</u> :

1. **Sri. Purnand alias Purnanand S/o. Dadaso Ghatage**
   Age: 25 years, Occ: Doctor,
   R/o: Janawad, Tq: Chikodi.

2. **Sri. Dadaso S/o. Maruti Ghatage**
   Age: 49 years,
   Occ: Agriculture / Private work,
   R/o: Janawad, Tq: Chikodi,
   Dist: Belagavi.

   (Ex-parte)

Date of institution of suit	:	05.10.2023		
Nature of suit	:	Bank suit		
Date of recording evidence	:	20.06.2026		
Date of closing evidence	:	20.06.2026		
Date of pronouncement of Judgment	:	06.07.2026		
Duration of the suit	:	Year/s	Month/s	Day/s
		03	09	01

(Arun Kumar G.,)
Prl. Senior Civil Judge,
Chikodi.

:: **J U D G M E N T** ::

The plaintiff bank has filed this suit against defendant for recovery of loan of **Rs.5,56,764/-** with interest at the rate **11.20% per annum** from the date of suit till the date of realization.

2. Facts in nutshell :

It is pleaded that the defendant No.1 is the son and defendant No.2 is the father have availed education loan of Rs.4,00,000/- on 05.04.2016. They have agreed to repay the same with interest at the rate of 11.20% per annum + 2% penal interest. The defendants have utilized the said loan and failed to repay the same. Inspite of request for repayment, they have failed to repay the same. Hence, this suit is filed.

3. The defendants served with summons and failed to respond. Hence, they have been placed ex-parte. The plaintiff bank manager lead evidence as PW-1 and produced in all thirteen documents at Ex.P1 to P13. Heard arguments.

4. Having heard arguments and having perused material on record, the following points would arise for my consideration.

> ***1. Whether the plaintiff bank proves that the defendants availed loan of Rs.4,00,000/- and executed loan documents ?***
>
> ***2. Whether the plaintiff bank proves that the defendants have failed to repay the said loan and they are liable to pay the outstanding due of Rs.5,56,764/- with agreed rate of interest ?***
>
> ***3. What order ?***

5. Having heard and having perused the material on record, my findings to above points is as under:

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

:: R E A S O N S ::

6. **Point No.1:-** The plaintiff bank asserts that they have lent a loan Rs.4,00,000/- to the defendants under education loan.

They have failed to repay the said loan. Thereby the loan account maintained in the name of defendants become over due with outstanding loan of Rs.5,56,764.79/-. Hence, they seek to recover the said amount. The defendants have failed to appear and respond to the claim made by plaintiff bank. The oral evidence led by the bank manager remains untraversed. Therefore, there is no impediment to consider the oral evidence led on oath which is untraversed. The documentary evidence such as loan application, agreement and DP note and other documents produced by plaintiff bank indicate that the defendants have availed loan of Rs.4,00,000/- under education loan. The acknowledgment of debt and revival letters indicate that the defendants have agreed to repay the said loan. The statement of accounts produced at Ex.P7 indicate that there is outstanding due of Rs.5,56,764/- as on 31.08.2023. Therefore the defendants are jointly and severally liable to pay the outstanding loan of Rs.5,56,764/- with a simple rate of interest at 6% per annum from the date of suit till the date of repayment as the said loan was not obtained by the defendants on commercial transaction. **Hence, I hold above point No.1 in the Affirmative.**

7. **<u>Point No.2</u>:-** The plaintiff bank also claimed that the defendant No.1 has availed loan of Rs.4,00,000/- under education loan. They have claimed that the defendant No.2 has stood as guarantor of said loan. They have further pleaded that the defendant Nos.1 and 2 have failed to repay the said loan. The education loan account became due with Rs.5,56,764/- as on 31.08.2023. Hence, they seek to recover the same. The copy of loan agreement produced at Ex.P1 indicate that the defendant No.1 has applied for said loan with a guarantee of defendant No.2. **Hence, I hold above point No.2 in the affirmative.**

8. **<u>Point No.3</u>:-** In the light of aforesaid finding on the above said points, I proceed to pass the following:

<u>ORDER</u>

The suit of plaintiff is decreed with cost.

The defendants shall repay the outstanding due of Rs.5,56,764/- with a simple rate of

interest at 6% per annum from the date of suit till the date of realization.

The defendants are jointly and severally liable to repay the said amount with interest within three months. Failing in which the plaintiff bank is entitled to recover the said amount through the process of court against the defendants.

Office to draw decree accordingly.

(Dictated to the stenographer directly over the computer, typed by her, corrected, signed and then pronounced by me in the open court on this the 6th day of July, 2026).

(ARUN KUMAR G.)
Prl. Senior Civil Judge,
Chikodi.

A N N E X U R E

I. LIST OF WITNESSES EXAMINED ON BEHALF OF THE PETITIONERS :

PW-1	:	Sri. Irshadahamad S/o. Abdulrahim Balabatti

II. LIST OF DOCUMENTS MARKED ON BEHALF OF THE PLAINTIFFS :

Ex.P1	:	Copy of general agreement
Ex.P2	:	Copy of sanctioned letter
Ex.P3 to 6	:	DP note
Ex.P7	:	Statement of account
Ex.P8	:	Notice
Ex.P9 & 10	:	Postal receipts
Ex.P11 & 12	:	Postal acknowledgments
Ex.P13	:	Letter of revival

III. LIST OF WITNESSES EXAMINED ON BEHALF OF THE DEFENDANTS :

-NIL-

IV. LIST OF DOCUMENTS MARKED ON BEHALF OF THE DEFENDANTS :

-NIL-

(ARUN KUMAR G.)
Prl. Senior Civil Judge,
Chikodi.

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