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IN THE COURT OF SENIOR CIVIL JUDGE, HUKKERI, ITINERARY COURT AT SANKESHWAR.

Present: RAJANNA SANKANNANAVAR,
B.A., LL.B.,(Spl.)
Senior Civil Judge, Hukkeri,
Itinerary Court at Sankeshwar.

Small Cause No.6/2025

THIS THE 6th DAY OF JUNE 2026

PLAINTIFF:

1. Shri Magadamma Finance ® Sankeshwar,
R/o Nidasosi Road, Sankeshwar,
Tal : Hukkeri, Dist : Belagavi.
R/by Recovery Officer
Smt. Renuka Vishnu Tolake,
Age : 37 years, Occ : Recovery Officer,
R/o. Gavanal, Tal : Hukkeri, Dist : Belagavi
Aadhar No.6045 2528 3778
Mobile No.8748829009

(R/By Shri S. R. Patil, Advocate)

V/s.

DEFENDANTS:

1. Smt. Yallavva Santosh Kurani,
Age : 35 years, Occ : Household/Business,
R/o. Ammanagi, Tal : Hukkeri, Dist : Belagavi.

2. Shri Ramesh Ningappa Hulasar,
Age : 43 years, Occ : Coolie,
R/o. Ammanagi, Tal : Hukkeri, Dist : Belagavi.

3. Smt. Vidyashri Ramesh Hulasar,
Age : 32 years, Occ : Household/Business,
R/o. Ammanagi, Tal : Hukkeri, Dist : Belagavi.

(Ex-parte)

J U D G M E N T

The plaintiff/Finance has filed this present suit against the defendants for recovery of amount of Rs.15,400/- with interest at 16% p.a. thereon.

2. The facts of the plaintiff case as follows:-

The Plaintiff Finance company has registered vide No.BEL/F-317/2020-21 under the name and style of Magadumma Finance ® Sankeshwar. The plaintiff/finance Running Financial Business to the need people within its jurisdiction. The defendant No.1 has filed a loan application to the plaintiff/Finance and requested to sanction loan of Rs.10,000/- and agreed to repay the said loan within a year and agreed to execute necessary documents. Accordingly, the plaintiff finance has considered the loan application of the def.no.1 and has sanctioned loan of Rs.10,000/- on 25.07.2022 under loan Account No.31. The defendant has executed promissory note and other necessary documents in favour of the plaintiff/finance. The defendant No.1 has agreed to repay the said loan with interest within a year. The defendant No.2 and 3 are the guarantor of said loan and they have executed letter of agreement/guarantee in favour of the plaintiff's finance. Thereafter, the defendant No.1 has failed to repay the said entire loan amount in time to time. Thereafter the plaintiff/finance has requested and demanded to the defendants for repay the said due loan amount. But the defendants failed to do so. Then the plaintiff finance has issued notice on 25.07.2025 to the defendants called upon them to repay the outstanding balance of Rs.15,400/-. But the defendants failed to complied said notice. Hence, prays to decree the suit.

3. In pursuance of suit summons to the defendants, they did not appear and accordingly, they placed ex-parte.

4. On the basis of pleadings of the parties, following points are raised :

P O I N T S

1. Whether the plaintiff finance made out sufficient grounds for entitled the relief as claimed in the plaint ?

2. What order or decree?

5. In order to prove the case, the plaintiff finance recovery officer by name Renuka Vishnu Tolake has been examined as P.W.1 and got marked at Ex.P.1 to 11. On the other hand, defendants placed ex-parte.

6. Heard the arguments on merit of the case and perused the records.

7. Wherein the findings of this Court on the above issues as follows;

Issue No.1 : In the Affirmative
Issue No.2 : As per final order
for the following:

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

8. <u>ISSUE NO.1:-</u> The plaintiff has filed present suit against the defendants for recovery of Rs.15,400/- with interest at 16% p.a. thereon. Herein the plaintiff finance recovery officer by name Renuka Vishnu Tolake has been examined as PW1 by way of chief-examination affidavit. P.W.1 has produced copy of resolution and got marked at Ex.P.11. On perusal of Ex.P.11, it is disclosed that P.W.1 is authorized person to prosecute this present suit. Further P.W.1 has produced xerox copy of Certificate of registration and license. These documents are disclosed that the plaintiff/Finance has been registered and got license to running the financial business. Further in the affidavit of P.W.1, it is reiterated the contents of the plaint. As such, the oral evidence of PW1 is unchallenged and undisputed since in spite of service of summons, defendants did not appear before this Court and they placed ex-parte.

9. The documents got marked by PW1 as follows :

Ex.P1-Loan application, Ex.P2–Receipt, Ex.P3–Acknowledgment, Ex.P4–Promissory Note, Ex.P5-Letter of guarantee (2 in nos.), Ex.P6-Voucher, Ex.P7- Notice, Ex.P8-Postal receipts (3 in Nos.), Ex.P9- Postal acknowledgments (2 in Nos), Ex.P10- Un-opened postal cover and the same is opened in open Court and copy of there on at Ex.P10(a), Ex.P11-Copy of resolution.

10. On perusal of Ex.P1–loan application, Ex.P2-Receipt, Ex.P3-Acknowledgment, Ex.P4–Promissory Note and Ex.P6-voucher are discloses that the defendant No.1 has filed a loan application to the plaintiff/finance and requested to grant of loan of Rs.10,000/-. Accordingly, the bank has considered such loan application and sanctioned loan of Rs.10,000/- in favour of defendant No.1 under loan account No.31. The defendant No.1 has agreed to repay the said loan with interest within a year. Ex.P5-letter of guarantee are disclosed that the defendant No.2 and 3 are the guarantor of said loan and they have executed letter of agreement/guarantee in favour of the plaintiff's finance. Promissory note-Ex.p.4 is disclosed that the def.no.1 has agreed to repay said loan within a year along with interest at 16% p.a. Further defendant No.1 has agreed terms and conditions of the said finance. Thereafter, the defendant No.1 has failed to repay the said entire loan in time to time. Thereafter the plaintiff/finance has requested and demanded to the defendants for repay the said due loan amount. But the defendants failed to do so. Then the plaintiff finance has issued notice on 25.07.2025 to the defendants called upon them to repay the outstanding balance of Rs.15,400/-. Even though the defendants No.2 and 3 have received the notice and def.no.1 refused to take such notice, defendants have not paid the due amount. PW1 has produced copy of notice at Ex.P7, Ex.P8–Postal receipts (3 in Nos.) are discloses that plaintiff finance has issued demand notice to the defendants to repay the said outstanding balance. But Ex.P9 – Postal Acknowledgments (2 in Nos.) are discloses that the defendants No.2 and 3 have received such notices. Whereas Ex.P10 – unopened postal cover shows that the defendant No.1 has refused to receive the notice. Thus, the plaintiff finance has established that defendant No.1 has borrowed loan of Rs.10,000/- from the plaintiff finance and defendants No.2 and 3 are the guarantor of said loan. The defendant No.1 has agreed to repay the said loan as per terms and conditions of the plaintiff finance and now there is outstanding due of Rs.15,400/- with interest as agreed by the defendant No.1. Hence, the defendants No.1 to 3 are jointly and severally liable to repay the outstanding balance of Rs.15,400/- with interest at 16%p.a. thereon. Hence, plaintiff finance is entitle relief as claimed in the plaint. Therefore, this court held **Issue No.1 in the affirmative.**

11. <u>POINT No.2</u>:- In view of findings to above points, this Court proceeds to pass the following order.

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

The suit filed by the plaintiff finance is hereby decreed in part with costs.

The plaintiff finance is entitled to get sum of Rs.15,400/- with interest thereon @ 16% p.a. from the defendants No.1 to 3.

The defendants No.1 to 3 are jointly and severally liable to pay sum of Rs.15,400/- with interest thereon @ 16% p.a. from the date of this order till realization to the plaintiff finance.

Draw a decree accordingly.

(Dictated to the stenographer, transcribed by her on computer, corrected and then pronounced in the open Court by me on this the 6th day of June 2026)

(RAJANNA SANKANNAVAR)
Senior Civil Judge, Hukkeri,
Itinerary Court at Sankeshwar.

<u>ANNEXURE</u>

LIST OF WITNESS EXAMINED ON BEHALF OF PLAINTIFF:

P.W.1 : Renuka Vishnu Tolake

LIST OF WITNESS EXAMINED ON BEHALF OF DEFENDANT:

\- NIL -

LIST OF DOCUMENTS MARKED ON BEHALF OF PLAINTIFF:

Ex.P1	:	Loan application,
Ex.P2	:	Receipt,
Ex.P3	:	Acknowledgment,
Ex.P4	:	Promissory Note,
Ex.P5	:	Letter of guarantee (2 in nos.),
Ex.P6	:	Voucher,
Ex.P7	:	Notice,
Ex.P8	:	Postal receipts (3 in Nos.),
Ex.P9	:	Postal acknowledgments (2 in Nos)
Ex.P10	:	Un-opened postal cover and the same is opened in open Court and copy of there on at Ex.P10(a),
Ex.P11	:	Copy of resolution.

LIST OF DOCUMENTS MARKED ON BEHALF OF DEFENDANT:

- NIL -

(RAJANNA SANKANNANAVAR)
Senior Civil Judge, Hukkeri,
Itinerary Court at Sankeshwar.