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IN THE COURT OF THE CIVIL JUDGE AND JMFC, SIRUGUPPA.

Present: **Ashok R H**
Civil Judge & J.M.F.C.,
Siruguppa.

Dated this the 22nd day of July, 2026

ORIGINAL SUIT NO.180/2025

PLAINTIFF:

Karnataka Bank Ltd.,Siruguppa Branch, Siruguppa by its Manager Sri. Nagari Abdul Khader S/o Nagari Khaja Hussain Reddy, Age 37 years, Siruguppa, Ballari District.

(By Sri D.S.B., Advocate)

V/s

DEFENDANTS:

1) Smt.Basalingamma D/o Hanumanthappa, Agriculturists, R/o. Kududarahal village, Siruguppa Taluk, Ballari District. Since dead by LR.

2) Husseni S/o Eranna, Agriculturists, R/o. Kududarahal village, Siruguppa Taluk, Ballari District.

(**Ex-parte**)

Date of institution of Suit	04.07.2025
Nature of the Suit	Recovery of money
Date of commencement of Evidence	02.07.2026

Date of pronouncement of Judgment	22.07.2026
Total Duration	Year/s 01 Month/s 08 Day/s 18

(**Ashok R H**)
Civil Judge and JMFC,
Siruguppa.

J U D G M E N T

The plaintiff-bank has filed this suit seeking the relief of recovery of money.

2. It is the case of the plaintiff that, the defendant No.1 has approached the plaintiff bank and submitted an application on 13.07.2013 for grant of crop loan. The request of defendant No.1 was taken into consideration by plaintiff bank and the plaintiff bank has sanctioned sum of Rs.1,39,000 on 18.07.2013 and credited sum of Rs.95,000/- to defendant No.1's loan account No.7387000800010401. The defendants have executed composite agreement for Kisan Credit Card facility and term loan facility and relevant documents in favour of plaintiff bank and agreeing to pay the said loan amount along with interest at 10.75% p.a. It is pleaded that the defendant No.1 has mortgaged the plaint schedule property to the plaintiff bank and executed registered mortgage deed bearing document No.2098/2014-15. Further it is contended that the defendants have failed to repay the said loan as agreed by him. It is alleged that inspite of repeated requests and demands made by the plaintiff, the defendants have failed to clear the dues. The plaintiff bank has also got issued the legal notice on 22.05.2025 and inspite of the legal notice, the defendants have not repaid the loan amount. The defendants are now due to a sum of Rs.1,89,789.09. Hence, the plaintiff has filed the present suit.

3. Though the suit summons was served to the defendants, they have not appeared before the court and thus the suit has proceeded ex-parte.

4. In order to prove plaintiff's case, the Manager of the plaintiff bank has got examined himself as PW.1 and has got marked 10 documents as Ex.P.1 to Ex.P.10.

5. Heard the learned counsel for the plaintiff.

6. The points that would arise for consideration are:

POINTS

1. Whether the plaintiff proves that the defendants have borrowed a loan of Rs.1,39,000/- from the plaintiff bank?

2. Whether the plaintiff is entitled to recover Rs.1,89,789.09 from the defendants?

3. Whether the plaintiff is entitled for the relief as sought?

4. What order or decree?

7. The answers of this Court to the above points are as hereunder:

Point No.1 : In the Affirmative

Point No.2 : In the Affirmative

Point No.3 : Partly in the Affirmative

Point No.4 : As per final order for the following:

R E A S O N S

8. **Point No.1 and 2:** Both the points are taken for common discussion to avoid repetition. It is the case of the plaintiff that the defendants have requested the plaintiff bank has sanctioned Rs.1,39,000/- & released sum of Rs.95,000/-. It is alleged that the defendants have not paid the entire loan amount to the plaintiff bank. Hence, the plaintiff bank has sought for relief against the defendants for the recovery of money. In order to prove the plaintiff's case, the Manager of the plaintiff bank has got examined himself as PW.1 and in his examination in chief, he has reiterated the plaint averments. Further, PW.1 has produced 10 documents marked at Ex.P.1 to P.10.

9. I have carefully gone through the documents relied upon by the plaintiff and entire materials on record. Ex.P.1 to P.10 are the loan application, sanction order, composite agreement for Kisan Credit Card Facility and term loan facility, deed of mortgage, Copy of legal notice, Postal receipts, postal acknowledgement, Statement of accounts. The said documents are to the effect that the defendant No.1 as borrower had applied for loan for agricultural purpose, before the plaintiff bank and that the plaintiff has sanctioned loan of Rs.1,46,000/ and released sum of Rs.1,00,000/- was disbursed. Ex.P.8 is the account statement extract pertaining to the defendant No.1 that shows an outstanding amount due as Rs.1,89,789.09 as on 21.05.2025. By virtue of all the above documents, the plaintiff has produced cogent evidence to prove its case. On the other hand, the defendants have not at all appeared before the Court. This goes to show that inspite of having the knowledge of the institution of this suit and the allegations made therein, the defendants does not have any tenable resistance to the suit. The defendants are liable to pay the loan dues to the plaintiff bank. There is nothing on record to believe that the defendants have repaid the entire loan amount to the plaintiff bank. There is nothing on record to disbelieve the case of the plaintiff. Thus, the plaintiff bank has proved that the said defendants have borrowed a loan amount of Rs.95,000/- from the plaintiff bank and the plaintiff bank is entitled to recover due amount of Rs.1,89,789.09 from the defendants. Hence, this Court has answered **Point No.1 and 2 in the Affirmative.**

10. Point No.3:- The plaintiff has claimed future interest at the rate of 10.75% per annum. On perusal of Ex.P.3, it is seen that the loan is borrowed at an interest of 10.75 % p.a. Agricultural finance stands on a different footing for the reason that agriculturists do not have any regular source of income other than the sale proceeds of their crops and therefore agricultural loans have to be treated differently from other loans and borrowings. Thus, on considering the facts and circumstances of the case, this Court deems reasonable to order interest at the rate of 6% per annum on the principal amount i.e., Rs.1,89,789.09 from the date of the suit till the date of decree and interest at the rate of 6% per annum from the date of decree till its realization. Accordingly, this Court has answered **Point No.3 Partly in the Affirmative**.

11. **Point No.4:** In view of the answers on Point No.1 to 3, this Court proceeds to pass the following:

O R D E R

The suit of the plaintiff bank is hereby decreed in part, as hereunder, with costs.

The defendant is liable to make payment to the plaintiff. The defendants are hereby directed to pay the plaintiff a sum of Rs.1,89,789.09 with interest at the rate of 6% per annum on the principal amount i.e., Rs.1,89,789.09 from the date of the suit till the date of decree, within three months from the date of the decree and interest at the rate of 6% per annum from the date of decree till its realization.

Draw decree accordingly.

(Dictated to the Stenographer directly on the computer, typed by him script revised and corrected and then pronounced by me in the Open Court on this the 22nd day of July, 2026).

(ASHOK R.H.)
Civil Judge & J.M.F.C.
Siruguppa.

A N N E X U R E S

List of witnesses examined on behalf of plaintiff:-

PW.1 : Nagari Abdul Khader

List of documents exhibited on behalf of plaintiff:-

Ex.P.1	:	Loan application
Ex.P.2	:	Sanction letter
Ex.P.3	:	Composite agreement for Kisan Card facility and term loan facility
Ex.P.4	:	Mortgage deed
Ex.P.5	:	Copy of legal notice
Ex.P.6 & 7	:	Postal receipts
Ex.P.8	:	Postal acknowledgement
Ex.P.9 & 10	:	Statement of accounts

List of witnesses examined on behalf of defendants:- NIL

List of documents exhibited on behalf of defendants:-
NIL

(ASHOK R.H.)
Civil Judge & J.M.F.C.
Siruguppa.