KABI700005282025

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

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

Dated this the 3rd day of August, 2026

**ORIGINAL SUIT NO.315/2025**

**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) Sri.Hunsemarada Veereshappa
S/o H.Kanakappa, Age: 52 years,

2) Durugappa S/o Nagamma, Age: 45 years,

3) Smt.Channamma W/o Bheemappa,
Age: 48 years,

4) Smt.Channamma W/o Balappa, Age: 51 years,

All are Agriculturists, R/o.1st Ward, 64-Halakote Village, Siruguppa Taluk, Ballari District.

(**Ex-parte**)

| | |
|---|---|
| Date of institution of Suit | 27.10.2025 |
| Nature of the Suit | Recovery of money |

| | |
|---|---|
| Date of commencement of Evidence | 02.07.2026 |
| Date of pronouncement of Judgment | 03.08.2026 |
| Total Duration | Year/s 00 Month/s 09 Day/s 26 |

(**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 to 4 have approached the plaintiff bank and submitted an application on 03.10.2013 for grant of crop loan. The application of defendant No.1 to 4 was taken into consideration by plaintiff bank and the plaintiff bank has sanctioned sum of Rs.2,99,000 as crop loan on 12.10.2013 and credited to defendant No.1's loan account No.738700800014001 for which the defendant No.1 to 4 have jointly executed composite agreement for Kisan Credit Card facility and term loan facility and relevant documents in favour of plaintiff bank on 12.10.2013 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.3981/13-14 in favour of plaintiff bank on 13.10.2013. After availing the said loan, the defendant No.1 to 4 have cleared the said loan and closed the said loan. The defendant No.1 to 4 have not got cancelled the registered mortgage deed executed by defendant No.1 to 4 in favour of plaintiff bank. Thereafter, the defendant No.1 to 4 have approached the plaintiff bank and submitted fresh loan application on 12.12.2019 for grant of crop loan. The application of defendant No.1 to 4 was taken into consideration by plaintiff bank and the plaintiff bank has sanctioned sum of Rs.1,80,000 as crop loan on 31.12.2019 and credited to defendant No.1's loan account No.7387000800030501. For which the defendant No.1 to 4 have jointly executed composite agreement for Kisan Credit Card facility and term loan facility and relevant documents in favour of plaintiff bank on 20.02.2020 and agreeing to pay the said loan amount along with interest at 10.75% p.a.

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 08.10.2025 and inspite of the legal notice, the defendants have not repaid the loan amount. The defendants are now due to a sum of Rs.3,54,322.58. 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 12 documents as Ex.P.1 to Ex.P.12.

**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.1,80,000/- from the plaintiff bank?

2. Whether the plaintiff is entitled to recover Rs.3,54,322.58/- 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 loan of Rs.1,80,000/-. 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 12 documents marked at Ex.P.1 to P.12.

**9.** I have carefully gone through the documents relied upon by the plaintiff and entire materials on record. Ex.P.1 to P.12 are the loan application, sanction order, composite agreement for Kisan Credit Card Facility and term loan facility, deed of mortgage, credit sanction intimation, composite agreement for Kisan Credit Card Facility and term loan facility,Copy of legal notice, Postal receipts, statement of account. The said documents are to the effect that the defendants as borrower had applied for loan for agricultural purpose, before the plaintiff bank and that the plaintiff has sanctioned loan of Rs.1,80,000/-. Ex.P.12 is the account statement extract pertaining to the defendant No.1 that shows an outstanding amount due as Rs.3,54,322.58 as on 16.09.2025. 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.1,80,000/- from the plaintiff bank and the plaintiff bank is entitled to recover due amount of Rs.4,54,322.58/- 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 12.40% 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.3,54,322.58/- 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:

**ORDER**

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.3,54,322.58/- with interest at the rate of 6% per annum on the principal amount i.e., Rs.3,54,322.58/- 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 3rd day of August, 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 | : | credit sanction intimation |
| Ex.P.6 | : | Composite agreement for Kisan Card facility and term loan facility |
| Ex.P.7 | : | Copy of legal notice |
| Ex.P.8 to 11 | : | Postal receipts |
| Ex.P.12 | : | Statement of account |

**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.**