O.S./1/2025

IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC, AT: JAMKHANDI.

PRESENT:

SHRI.BASAVARAJ,
B.A., LLB (Spl),
Prl. Civil Judge & JMFC,
Jamkhandi.

Dated this the 03rd day of July – 2026

O. S. No.1/2024

1. The PLD Bank (Primary Land Development Bank),
Represented by its Field Officer,
Shri.Mahadev S/o. Ramappa Jambagi,
Age: 59 years,
R/o. Jamkhandi, Dist: Bagalkot.

.....Plaintiff.

(By Shri.C.K.N., Advocate)

- Vs -

1. Smt.Sharavva W/o Annappa Halalli,
Age: 40 years, Occ: Agriculture,
R/o. K.D. Jambagi village,
Tq: Jamkhandi, Dist: Bagalkot.

2. Shri.Shrishail S/o Annappa Halalli,
Age: 22 years, Occ: Agriculture,
R/o. K.D. Jambagi village,
Tq: Jamkhandi, Dist: Bagalkot.

..... **Defendants.**

(D-1 & 2 - By Shri.G.B.C., Advoate)

Date of institution of suit	:	06-01-2025
Nature of suit	:	"Suit for Recovery of Money"
Date of the commencement of recording of the evidence	:	25-07-2025
Date on which the judgment Was pronounced	:	03-07-2026
Total duration	:	**Year/s Month/s Day/s** **01 05 27**

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<u>J U D G M E N T</u>

This is a suit filed by the plaintiff bank against the defendants No.1 and 2 for recovery of money.

2. <u>The brief facts of the plaintiff's case is as under:</u>

The plaintiff bank has filed this suit for recovery of outstanding loan of Rs.1,77,741/- along with interest at the rate of 8.48% per annum and 2% penal interest along with Court cost.

3. The plaintiff bank is representing by the PLD Bank (Primary Land Development Bank) represented by Development field officer Shri.Mahadev S/o Ramappa Jambagi, R/o Jamkhandi taluka in Bagalkot district. As the Bank is situated at APMC Yard, Jamkhandi having its jurisdiction over the Jamkhandi taluka.

4. Plaintiff averred in the plaint that, the defendant No.1 has availed a loan from the PLD bank on 14-03-2022 for "Sheep Rearing" agricultural loan to the tune of Rs.1,53,000/- and the defendant No.1 has given the record of rights of all the landed property at R.S.No.123/4A to the extent of 01 acre 15 guntas having assessment of Rs.3.07 Ps. which is situated at Jambagi K.D. which is irrigated land. Further at the time of sanction of the loan defendant No.1 has signed all the documents such as consent deed letter, record of right and various documents like mortgage deed consent letter, issuance of loan certificate, sanction of loan letter mortgage deed made out by plaintiff bank before the registrar as needed by the bank which forms and part and parcel of the plaint of suit schedule property.

5. Further after scrutinizing the documents the bank has sanctioned a loan, by making mortgage over the property and also defendant No.1 has assigned that schedule property will not transfer or make any encumbrance from schedule banks and after acknowledging the documents the bank has sanctioned a loan of Rs.1,53,000/- with 8.48% PA and defendant No.1 has agreed and taken a loan from plaintiff bank and as the plaintiff bank has many time requested the defendant No.1 to pay the interest, but till today has not repaid the loan amount and also the field officer many time has visited defendant No.1 house and requested to pay the loan amount, but defendant No.1 attitude towards paying the loan amount along with interest has became stranger and not even complied the conditions of the plaintiff bank to repay the loan amount. As such finally plaintiff bank has given a final notice on 14-09-2023 to repay the outstanding loan amount, but defendant No.1 not replied and keep silent, and has become a doubt about repaying the loan and even plaintiff bank requested by telephonic to contact defendant No.1 has not properly given the answer and also and produced cheque bearing No.075981 of Karnataka Bank Ltd dated 06-06-2024 which will be sent for collection and to keep a cash ready in your account, utterly defendant No.1 signature has became differ and a noticed has been acknowledge by the plaintiff bank through memorandum and after enquiry he made out a criminal act and misappropriated the bank that the cheque given by defendant No.1 which is in the name of her husband i.e., Annappa Halalli and on the cheque signed by the defendant No.1 which is a criminal Act, and she is liable to punished under the criminal act.

6. Further averred that, even the plaintiff bank has requested defendant No.1 to repay the loan and also has explained about your strange attitude that the cheque signature has been made out differ but even day by day defendant No.1 attitude towards the bank has became stranger and also knowingly defendant No.1 has transferred the schedule property in the name of his son i.e., defendant No.2 which the mortgage will continue and continuing till today and without informing the plaintiff bank defendant No.1 has transferred the property illegally and after scrutinizing the record of right it is learnt that the name appearing in the record of rights is defendant No.2 who is son (Shrishail) is also liable to repay the debt. The plaintiff bank has sent the legal notice through his counsel on 07-11-2024 through registered post and same is acknowledged to defendants No.1 and 2 and further defendants No.1 and 2 has sent a false reply and admitting the loan amount. Hence defendants No.1 and 2 are jointly and severally liable for the payment of loan debt amount. The outstanding balance of the loan amount of Rs.1,77,741/- with interest 8.48% PA with penal interest 2% thereon. Hence the plaintiff bank is constrained to file this suit against the defendants.

7. Upon service of suit summons to the defendants, defendant No.1 appeared through his counsel and but not filed written statement and defendant No.2 did not appeared before this Hon'ble court, hence placed ex-parte.

8. In support of the case, the manager of the plaintiff bank is examined as PW-1 and documents got marked as Ex.P-1 to P-11 and closed its side evidence. Heard arguments and perused the records.

9. Heard the counsel for the plaintiff. The points that arise for my consideration are as under:

<u>POINTS</u>

1. Whether the plaintiff bank proves that the defendant have obtained loan of Rs.1,53,000/- on 14-03-2022 from plaintiff bank?.
2. Whether the plaintiff bank further proves that defendant is due in a sum of Rs.1,77,741/- and they are entitled for recovery of the same with interest at the rate of 8.48% per annum compounded

monthly and penal interest 2 % per annum?

3. What order or decree?.

10. My answer to the above points are as under:

Point No.1:- **In the Affirmative,**

Point No.2:- **Partly in the Affirmative,**

Point No.3:- As per final order for the following:

R E A S O N S

11. **POINT NO.1 AND 2:-** These two points are taken up together for discussion in order to avoid repetition of facts and evidence.

12. It is the case of the plaintiff bank that, the defendant No.1 has obtained loan Rs.1,53,000/- on 14-03-2022 from the plaintiff bank for the purpose of "Sheep Rearing" agricultural loan, by filing application accordingly defendant No.1 has executed the loan application, loan mortgage deed and promising to repay the said loan amount with interest at the rate of 8.48% per annum compounded monthly and penal interest 2% per annum, she agreed and the same has been sanctioned to the defendant and accordingly the defendant has availed the loan.

13. The loan amount of Rs.1,53,000/- was entered in the loan account of the defendant No.1 and the same was sanctioned to the defendant No.1. As per the facilities given by the bank the defendant No.1 has not paid the loan amount. And even after the repeated demands made by the plaintiff bank officials orally and in writing, and even legal notice dated 14-09-2023 demanding the repayment of the balance loan amount notice was served upon the defendant No.1, but the defendant No.1 has failed to respond to the same. Defendant No.1 has failed to repay the same, as such, they have filed this suit for recovery of Rs.1,77,741/- along with interest at the rate of 8.48% per annum and 2% penal interest along with Court cost.

14. In support of this contention, the manager is examined as PW-1, his examination in chief, he deposed as per the plaint averments and documents got marked as Ex.P-1 to P-11, Ex.P-1 is the RTC extract of land bearing

R.S.No.123/4A. Ex.P-2 is the mortgage deed. Ex.P-3 is the consent deed. Ex.P-4 is the sanction letter. Ex.P-5 is the consent letter. Ex.P-6 is the office copy of legal notice. Ex.P-7 and 8 are postal receipts. Ex.P-9 and 10 are postal acknowledgment and Ex.P-11 is the resolution copy.

15. By looking to the Ex.P-4 it is clearly shows that the defendant No.1 has filed an application for sanction of loan of Rs.1,53,000/- under "Sheep Rearing" agricultural loan with tenor of 60 months. By perusing Ex.P-4 it is clear that a loan amount of Rs.1,53,000/- was granted to the defendant No.1 on 16-03-2002. Ex.P-5 is the consent letter dated 10-02-2022 executed by the defendant No.1 on 10-02-2022, by perusing all these documents it is clearly shows that the defendant No.1 has obtained loan of Rs.1,53,000/- from the plaintiff bank. The plaintiff bank has contended that, the defendant No.1 has failed to repay the said loan amount as agreed by him and in due course of business, they have maintained loan account of the defendant No.1 and total outstanding loan along with interest at the rate of 8.48% per annum and 2% penal interest is amounting to Rs.1,77,741/-. The plaintiff bank has produced copy of account extract of the land bearing R.S.No.123/4A as per Ex.P-1, by perusing the same it clearly appears that the defendant No.1 is in due of Rs.1,77,741/-. Further, the plaintiff has contended that in spite of repeated demands and requests and issuance of notice to the defendant No.1, the defendant No.1 has not turned up and not paid the outstanding loan amount and plaintiff bank has produced the legal notice issued to the defendant No.1 which is marked as per Ex.P-6. By looking to these documents they clearly go to show that she has failed to pay the said loan as agreed by her. The future interest claimed by the plaintiff bank is the agreed rate of interest between the plaintiff bank and the defendant No.1 and the defendant No.1 is defaulter in repayment of the said loan amount as agreed and due to the default of the defendant, the plaintiff bank has filed this suit by incurring the cost. Under such circumstances, in this case the defendant No.1 did not appeared before the court.

The entire oral and documentary evidence which has been adduced by the plaintiff bank is remained unchallenged and there are no reasons to disbelieve the case of plaintiff bank. Hence, I am considered view that the plaintiff bank is entitled for recovery of Rs.1,77,741/- along with future interest at the rate of 8.48%. **Hence, I answer points No.1 in the 'Affirmative' and 2 'Partly in the Affirmative'.**

16. POINT NO.3:- For the aforesaid reasons, I proceed to pass the following:

O R D E R

The suit is partly decreed with cost.

The defendants are hereby directed to repay Rs.1,77,741/- along with future interest at the rate of 8.48% per annum from the date of judgment to till realization.

Draw preliminary decree accordingly.

*(Dictated to the Stenographer directly on computer and typed by him, and corrected, printout taken, signed by me and then pronounced in the open court on this the **03rd day of July - 2026**)*

BASAVARAJ
Digitally signed by BASAVARAJ
Date: 2026.07.25 18:58:04 +1200

(BASAVARAJ),
Prl. Civil Judge & JMFC,
Jamkhandi.

:: **A N N E X U R E S** ::

List of witnesses examined on behalf of Plaintiff:-

PW-1 : Shri.Satish S/o Jinnappa Kadoli.

List of documents marked on behalf of Plaintiff:-

Ex.P-1 : RTC extract of land bearing R.S.No.123/4A.

Ex.P-2 : Mortgage deed.

Ex.P-3 : Consent deed.

Ex.P-4 : Sanction letter.

Ex.P-5 : Consent letter.

Ex.P-6 : Office copy of legal notice.

Ex.P-7 : Postal receipt.

Ex.P-8 : Postal receipt.

Ex.P-9 : Postal acknowledgment.

Ex.P-10 : Postal acknowledgment.

Ex.P-11 : Resolution copy.

List of witnesses examined on behalf of Defendants:-

: - Nil -.

List of documents marked on behalf of Defendants:-

: - Nil -.

BASAVARAJ Digitally signed by BASAVARAJ Date: 2026.07.25 18:58:15 +1200

(BASAVARAJ),
Prl. Civil Judge & JMFC,
Jamkhandi.