

**IN THE COURT OF THE II ADDITIONAL CIVIL JUDGE  
AND J.M.F.C., AT DODDABALLAPURA**

**PRESENT: SRI.RAVI BETAGAR B.A. LL.B.,(Hons..)  
II. Addl. Civil Judge & J.M.F.C.  
Doddaballapura.**

**Dated : This the 09<sup>th</sup> day of June, 2026.**

**ORIGINAL SUIT No.390/2020**

**PLAINTIFF/S :**      **Bank of Baroda [Earlier Vijay Bank]**  
Head office at Baroda Bhavan,  
R.C.Dutt Road, Alkapuri,  
Baroda - 390007, Gujarat State,  
Branch at: Doddaballapura Town,  
**Represented by it Manager,**  
**Sri. Aswathanarayana.R,**  
S/o Venkataravana.R,  
Aged about 40 years,  
R/o Doddaballapura Town,  
Bengaluru Rural District.

**(By. Sri.L.K., Advocate)**

V/s.

**DEFENDANT :**      **1. Sri. Subramanya.R.N,**  
S/o Nanjappa.R.T,  
Aged about 32 years,  
R/at: Rajaghatt Village & Post,  
Kasaba Hobli, Doddaballapura Taluk,  
Bangalore Rural District.

**2. Sri. Ramamurthy.M,**  
S/o Late Mutthabyrappa,  
Aged about 38 years,  
R/at: Mutthuru, Doddaballapura Taluk,

Bangalore Rural District.

(Defendants are Placed Ex-Parte)

**Date of institution of the suit** : 16.12.2020

**Nature of the suit** : Money Suit

**Date of the commencement of recording evidence** : 15.01.2025

**Date on which the judgment was pronounced.** : **09.06.2026**

**Total duration** : **Year/s** 05 **Month/s** 05 **Day/s** 24

Sd/-  
**(Ravi Betagar)**  
II. Addl.Civil Judge & J.M.F.C.,  
Doddaballapura

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

This judgment arises out of the suit filed by the plaintiff bank against the defendants for recovery of suit claim of Rs.2,27,091/- together with interest at the rate of Rs.11.20% interest compounded monthly from the date of suit till its realization.

#### **2. The case of the plaintiff bank in brief are that,**

It is the case of the plaintiff that, earlier the plaintiff bank was Vijay Bank and thereafter the said was amalgamated with

Bank of Baroda. The defendant no.1 is borrower and defendant no.2 is the guarantor. The defendant no.1 was unemployeed and he approached government tourism department of Bengalore Rural District seeking subsidy loan to purchase tourism taxi. In the regard he has filed application before the said authority. They have release list of beneficiaries and sent it to the lead bank. The said bank has prepared the list and selected the names of beneficiaries for the subsidy scheme. The defendant no.1 was also one of the beneficiary, he approached the plaintiff bank seeking financial assistants and he has also filed loan application. Considering the said application Rs.4,90,000/- was given as loan by the plaintiff to the defendant no.1. Both defendant no.1 and 2 affixed their signature to the sanction letter and defendant no.1 also executed loan agreement cum hypothecation deed on 24.05.2016 infavour of the plaintiff and he agreed to repay the loan at 11.45% interest per annum, in total 60 EMI and each EMI was fixed at Rs.10,770/- per month. He has also under took pay penal interest of 2% per annum, in case he committed default in payment of the loan installment. He has also executed on demand promissory note infavour on 24.05.2016. The defendant no.2 agreed to be a guarantor and he has executed letter of guarantee on 24.05.2016. But, the defendants have not paid the loan amount and when the plaintiff demanded the repayment they have executed AOD on 19.03.2019, infavour of the plaintiff. Even after that, no repayment was made even after several remainders. So, the plaintiff issued legal notice to the defendants on 27.08.2020 to

repay the loan amount within 15 days from the receipt of the notice. But, the defendants even after receiving the notice, have failed to do so. The defendant no.1 had loan account No.106008401000007 in the Vijay Bank and after the merger the defendant no.1 loan account was given a new number as 67190600000944 the defendants have to pay Rs.2,27,091/- as on 31.07.2020 at 11.20% p.a compounded monthly. With this prayer the plaintiff has filed the present suit.

3. In response to the summons the defendant no.1 and 2 remain absent. As such the case proceed exparte against them.

4. To prove their case the plaintiff bank has examined their branch manager of before the Court as PW1 and got total 12 documents marked as Ex.P1 to Ex.P12. As the defendants were ex-parte cross examination of the PW1 taken as nil. The defendants evidence was also taken as nil.

5. On perusal of the plaint and documents and after hearing the plaintiff side, the following points that would arise for my consideration:

1. Whether the plaintiff bank proves that the defendant has borrowed loan of Rs.4,90,000/- agreeing to repay the same subject to terms and conditions enumerated in the Memorandum of Agreement as per loan agreement cum hypothecation deed, dated 24.05.2016 ?

2. Whether the plaintiff bank further proves that defendant failed to repay the loan as agreed and still due a sum of Rs.2,27,091/- as on the date of filing of the suit?
3. Whether the plaintiff bank is entitle for the recovery of suit claim as prayed in the plaint with interest?
4. What order or Decree?
6. Heard the counsel for the plaintiff & perused the records.
7. My answers to the above points are as follows.

**Point No.1:** In the affirmative,

**Point No.2:** In the affirmative,

**Point No.3:** In the affirmative and

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

### **REASONS**

**8. Point No. 1 and 2:** Since, these points are interlinked with each other, they are taken up together for consideration in order to avoid repetition of discussion and reasoning.

**9.** The PW1 as produced evidence affidavit in lieu of examination in chief, wherein he had reiterated the plaint

averments and he got marked the following documents on his behalf.

<b>Exhibits</b>	<b>Documents</b>
Ex.P1	Authorization Letter
Ex.P2	Recommendation Letter
Ex.P3	Loan application
Ex.P4	Loan sanction letter
Ex.P5	Loan agreement cum hypothecation deed
Ex.P6	Letter of repayment
Ex.P7	Letter of Guarantee
Ex.P8 & 9	Postal Covers
Ex.P10	Bank account statement.

10. The perusal of Ex.P2 shows that, the defendant no.1's name has been recommended as a beneficiary for purchasing of tourist taxi at subsidise loan. The Ex.P3 shows that, plaintiff has filed an application seeking loan with the Vijay Bank and the defendant no.2 being his guarantor. The perusal of the Ex.P4 shows that, it is a loan sanction letter and the Vijaya bank has sanctioned Rs.4,90,000/- by hypothecating chevrolet beat ls car. The defendant no.2 acted as guarantor to the defendant no.1 and as per Ex.P5 the defendant no.1 has executed hypothecation deed infavour of the plaintiff and he agreed to pay Rs.10,770/- as monthly installments for 60 EMI. Ex.P7 is the letter of guarantee executed by the defendant no.2.

11. The Ex.P6 is the letter of repayment executed by the defendant no.1. All these documents shows that, defendant no.1 borrowed Rs. 4,90,000/- at 11.45% interest per annum compounded monthly and defendant no.2 become the guarantor to the defendant no.1, the defendant no.1 also agreed to pay Rs.10,770/- as EMI for total 60 installments.The perusal of Ex.P12 shows that, the defendant no.1 has executed the said documents and acknowledged that by 28.02.2019 he had liability of Rs.2,65,679/-. The perusal of Ex.P10 shows that, by 31.07.2020 the defendant no.1 had liability of Rs.2,27,091/-. Perusal of all the documents shows that, the defendant no.1 has not properly repaid the loan as per the agreed terms and even the defendant no.2 who is the guarantor of defendant no.1 also become equally liable like that of defendant no.1. Considering all these aspects it appears that, the plaintiff has established his case on the basis of preponderance of probability. **As such the point no.1 and 2 are answered in the affirmative.**

**12. POINT NO.3:** - As already, the finding to Point No.1 and 2 are answered in the affirmative holding that plaintiff bank proved that, the defendant no.1 availed the loan of Rs.4,90,000/- and defendant no.2 become guarantor of defendant no.1 and the defendant no.1 also borrowed the loan at interested rate of 11.45% per annum from plaintiff and the defendant no.1 is yet to pay Rs.2,27,091/- to the plaintiff. Hence, considering all these aspects and the totality of circumstances, I am of the considered opinion that plaintiff bank has established that defendant has availed the

loan from the plaintiff bank and defendant is liable to pay the suit claim and hence plaintiff bank is entitled for the suit claim with interest from the date of suit till its realization. Hence, **I answer the point No.3 in the Affirmative.**

**13. POINT NO.4:-** In view of my findings on above points, I proceed to pass the following:

### **ORDER**

The suit of the plaintiff-bank is decreed with costs.

The defendant no.1 and 2 are jointly and severally liable to pay suit claim of Rs.2,27,091/- to the plaintiff bank along with interest at the rate of Rs.11.20% per annum compounded monthly from the date of suit till its realization.

Draw the decree accordingly.

(Dictated to the stenographer typed by her, directly on the computer. Then corrected by me and pronounced in the open court on this **09th day of June, 2026**)

Sd/-

**(Ravi Betagar)**  
II.Addl.Civil Judge and JMFC  
Doddaballapur.

**ANNEXURES****I. LIST OF WITNESSES EXAMINED FROM PLAINTIFF SIDE:****PW-1 : Sri. Deepender Godara.****II. LIST OF DOCUMENTS EXHIBITS FROM PLAINTIFF SIDE:**

<b>Exhibits</b>	<b>Documents</b>
Ex.P1	Authorization Letter
Ex.P2	Recommendation Letter
Ex.P3	Loan application
Ex.P4	Loan sanction letter
Ex.P5	Loan agreement cum hypothecation deed
Ex.P6	Letter of repayment
Ex.P7	Letter of Guarantee
Ex.P8 & 9	Postal Covers
Ex.P10	Bank account statement.

**III. LIST OF WITNESSES & DOCUMENTS EXAMINED FROM DEFENDANTS SIDE:****-NIL-**

**Sd/-**  
**(Ravi Betagar)**  
II Addl.Civil Judge and JMFC  
Doddaballapur.