KACB010012432025

**IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE & COMMERCIAL COURT, AT CHIKKABALLAPURA**

Dated this the 15th day of July - 2026

Present:

***Sri. T.P. RAMALINGE GOWDA,***

***B.Sc., LL.M., M.B.A.***

***Principal District & Sessions Judge,***
***Chikkaballapura.***

## Com. O. S. NO. 118 OF 2025

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| Plaintiff : <br> Plaintiffs | M/s State Bank of India, <br> Bagepalli Branch, Bagepalli, <br> Bagepalli Taluk, <br> Chikkaballapura District – 561 207, <br> Represented by its Branch Manager, <br> Sri. Praveen Kumar <br> Mob: 9536391350 <br> **(By Pleader Sri. N.R., Advocate)** |

**- V e r s u s -**

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|---|---|
| Defendant : <br> Defendant/s | Sri.Maheshwara.T.V <br> S/o Venkatareddy.T.N, <br> Aged about 49 years, <br> Permanent R/o <br> Tholapalli Village and Post, <br> Bagepalli Taluk – 561207, <br> and also working as Mech Gr-2, <br> BESCOM, Bagepalli. <br> Mob: 9663571978 / <br> 9740992737. <br> **(By Pleader Sri. B.R.V., Advocate)** |

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| Date of Institution of the suit | : | 12.08.2025 |
| Nature of the suit [suit on pro-note, suit for declaration and possession suit for injunction etc.] | : | Recovery of money |
| Date of commencement of recording of the evidence | : | 10.04.2026 |
| Date on which the judgment was pronounced | : | 15.07.2026 |

| Total Duration | Year/s | Month/s | Day/s |
|---|---|---|---|
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## J U D G M E N T

This suit is filed by the plaintiff against the defendant for recovery of a sum of ₹.14,11,236/- with interest at the rate of 14.05% p.a (12.05%+2%) p.a from the date of the suit to till the date of payment and other consequential relief.

**2.** The brief facts of the case as averred in the plaint are that, the defendant had applied for loan facilities under XPRESS CREDIT SCHEME for his legal necessities and family benefits. Basing on the said application, the plaintiff bank has sanctioned the loan of ₹.15,00,000/- to the defendant for said purpose. On 10.11.2023 the defendant has executed all necessary documents in favour of the plaintiff bank and has also agreed to repay the loan amount with interest at the rate of ₹.12.05% per annum and in case of default he has agreed to repay the additional interest at the rate of 2% per annum. Further, the installment is fixed in total 72, the monthly equal installment is fixed at ₹.29,365/-. Accordingly, the defendant has executed all the necessary documents in favour of the plaintiff bank and availed the loan facilities. Basing on the request of the defendant, the loan amount has been disbursed on different dates. After availing the loan the defendant has not cleared the loan amount along with upto date interest. The plaintiff bank had demanded the defendant on many occasions to clear the loan, the plaintiff bank has also sent legal notice to the defendant and the notices was served on the defendant, inspite of receipt of the notices the defendant has not cleared the loan amount with upto date interest. The plaintiff bank has filed application U/Sec. 12(A) of Commercial Court Act before the District Legal Services Authority at Chikkaballapur to exhaust the remedy of mediation and it was numbered as P.I.M.S. No.176/2024. Therefore, the notice was served to the defendant, but the defendant has not appeared and the matter was not settled through mediation. So after completion of mediation process, the DLSA has issued NON-STARTER Report to the plaintiff bank. Therefore, the defendant is due for a sum of ₹.14,11,236/-. Hence, this suit.

**3.** After institution of this suit, suit summons was sent to the defendant. In pursuance of service of suit summons, the defendant has appeared through his counsel and filed written statement.

**4.** In the Written Statement the defendant has denied the plaint averments in toto and contended that the suit of the plaintiff is not maintainable either in law or on facts as such the same is liable to be dismissed in limeline. There is no cause of action for filing the suit and the same is created one. The plaintiff has created cause of action in order to file this false, frivolous suit against the defendant and the plaintiff is not entitled for any reliefs as claimed. Hence, he sought for dismissal of the suit.

**5.** On the basis of the above pleading, the following issues are framed :

1. Whether the plaintiff proves that the defendant has borrowed loan by executing loan documents and agreeing to pay the interest as pleaded in the plaint ?
2. Whether the plaintiff proves that, defendant is become defaulter of loan and thereby liable to pay penal rate of interest ?
3. Whether the plaintiff is entitled for the order ?
4. What order and decree ?

**6.** In order to prove the case of the plaintiff bank, its branch Manager has been examined as PW1 and marked ten documents as per Ex.P1 to Ex.P10. On the otherhand, the defendant has neither cross-examined PW1 nor adduced defence evidence to disprove the case of the plaintiff.

**7.** Heard the arguments of counsel for plaintiff and perused the records. As the defendant has not come forward to contest the matter either by subjecting PW1 for cross or by leading defense evidence, his side arguments is taken as nil.

**8.** My findings on the above issues are as follows:

Issue No.1 : ***In the Affirmative.***
Issue No.2 : ***In the Affirmative.***
Issue No.3 : ***In the Affirmative.***
Issue No.4 : As per final order,
for the following:

**R E A S O N S**

**9.** **Issue No.1 to 3 :-** As all these issues are interconnected with each other, they are taken up together for common discussion to avoid repetition of facts and evidence.

It is the specific case of the plaintiff that, the defendant had applied for loan facilities under XPRESS CREDIT SCHEME for his legal necessities and family benefits, basing on the said application, the plaintiff bank has sanctioned the loan of ₹.15,00,000/- to the defendant and on 10.11.2023 the defendant has executed all necessary documents in favour of the plaintiff bank. Further the defendant has also agreed to repay the loan amount with interest at the rate of ₹.12.05% p.a and also agreed to pay penal interest at 2% in case of default. The installment was fixed in total of 72 months and the monthly equal installment is fixed at ₹.29,365/-, accordingly the defendant has executed all necessary documents in favour of the plaintiff bank, availed the loan facilities and basing on the request of the defendant the loan amount has been disbursed on different dates. After availment of loan, the defendant has not been cleared the loan amount with up to date interest. The plaintiff had demanded many occasions to clear the loan. Inspite of it, the defendant has not cleared the loan amount with up to date interest.

**10.** It is also forthcoming that, the plaintiff's bank has exhausted the mediation process before the District Legal Services Authority at Chikkaballapur by filing necessary application U/Sec. 12(A) of Commercial Court Act vide P.I.M.S. No.176/2024. Even though, the notice were served to the defendant, he has not appeared and participated in the mediation process. Hence, the matter was not settled. Therefore, after completion of mediation process, the DLSA has issued NON-STARTER Report to the plaintiff bank.

**11.** In order to prove its case, the plaintiff bank has examined its Manager as PW1 and reiterated plaint averments and produced the documentary evidence such as Xpress Credit Loan application form at Ex.P1, consent form at Ex.P2, loan details at Ex.P3, personal loan agreement at Ex.P4, Key fact statement at Ex.P5, arrangement letter with repayment schedule at Ex.P6, irrevocable standing instruction given by the borrower to the bank at Ex.P7, perfios report at Ex.P8, account statement for the period from 10.11.2023 to 01.08.2025 at Ex.P9 and certificate under Bankers Book Evidence Act at Ex.P10.

**12.** On perusal of the oral and documentary evidence, it is clear that the defendant being the principal borrower has approached the plaintiff bank and availed the loan of ₹.15,00,000/- for the purpose of his family and legal necessities and the same is evident from Ex.P1. It is also clear that the defendant has executed consent form, loan details, personal loan agreement, key fact statement, arrangement letter with repayment schedule and irrevocable standing instruction given by the borrower to the bank and the same is evident from Ex.P2 to P7. It is clear from the Account statement for the period from 10.11.2023 to 01.08.2025 at Ex.P9, which discloses that the closing balance of ₹.14,11,235.93/- was outstanding. Certificate under Bankers Books Evidence Act at Ex.P10 is produced in support of Account Statement is maintained and generated through the computer system to ensure the authenticity of accounts maintained by the bank.

**13.** Having referred the oral and documentary evidence available on record it is worthy to mention that, defendant has borrowed the loan of ₹.15,00,000/- under Xpress Credit scheme for the purpose of family and legal necessities. As noted supra eventhough the defendant has filed written statement by denying the plaint averments, he has neither subjected PW-1 for cross-examination nor adduced defence evidence in order to disprove the case of the plaintiff and also to substantiate his defence. In the absence of any such legally accepted positive evidence, it can be held that defendant has committed default in repayment of loan as agreed by him. As such, the entire oral and documentary evidence adduced by the plaintiff is remained unchallenged and uncontroverted. As a result, absolutely no contra evidence is forthcoming on record to disbelieve the case of the plaintiff. Thus it can be held that the plaintiff has established its case and thereby the defendant is liable to pay the outstanding loan amount as sought by the plaintiff. Thereby, defendant is liable to pay outstanding balance of **₹.14,11,235.93/-, which is rounded off to ₹.14,11,236/-.**

**14.** If turned to the aspect of future interest as claimed in the plaint is concerned, since the defendant has borrowed loan under Xpress Credit Scheme as personal loan he has to pay the interest as agreed by him. Moreover he has not shown any reason to reduce the rate of interest. Therefore, the defendant is liable to pay the decretal amount with interest at the rate of ₹.14.05% (12.05% + 2%) p.a from the date of suit till the date of its realization. Accordingly, ***I answer Issue No.1 to 3 in the affirmative.***

**15.** **Issue No.5**: In the result, I proceed to pass the following:

**O R D E R**

The suit of the plaintiff is decreed for ₹.14,11,236/- (Rupees Fourteen Lakhs Eleven Thousand Two Hundred and Thirty Six only) with cost.

The defendant is liable to pay the decretal amount ₹.14,11,236/- along with interest at the rate of 14.05% p.a. from the date of the suit till the date of its realization.

Accordingly, office to draw up decree.

*(Dictated to the STENOGRAPHER GRADE-III directly on computer, revised and corrected by me, signed and then pronounced in the open court on this the 15th day of July, 2026)*

T P RAMALINGE GOWDA

Digitally signed by T P RAMALINGE GOWDA
Date: 2026.07.18 12:26:40 +0530

**(T.P. RAMALINGE GOWDA)**
Prl. District and Sessions Judge,
Chikkaballapura.

## A P P E N D I X

**List of witnesses examined on behalf of plaintiff:-**

| | | |
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| PW1 | : | Praveen Kumar.G.T.M |

**List of witnesses examined on behalf of defendant:-** - Nil -

**List of documents marked on behalf of plaintiff:-**

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|---|---|---|
| Ex.P1 | : | Xpress Credit Loan application form |
| Ex.P2 | : | Consent form |
| Ex.P3 | : | Loan details |
| Ex.P4 | : | Personal loan agreement |
| Ex.P5 | : | Key fact statement |
| Ex.P6 | : | Arrangement letter with repayment schedule |
| Ex.P7 | : | Irrevocable standing instruction given by the borrower to the bank |
| Ex.P8 | : | Perfios report |
| Ex.P9 | : | Account statement for the period from 10.11.2023 to 01.08.2025 |
| Ex.P10 | : | Certificate under Banker Books of Evidence |

**List of documents marked on behalf of defendant:-** **-** Nil -

T P RAMALINGE GOWDA

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Date: 2026.07.18 12:26:46 +0530

**(T.P. RAMALINGE GOWDA)**
Prl. District and Sessions Judge,
Chikkaballapura.