

KACD210005772024



Presented on : 05-06-2024
Registered on : 05-06-2024
Decided on : 18-03-2026
Duration : 01 Year 09 Months 13 Days

**IN THE COURT OF THE SENIOR CIVIL JUDGE & JMFC,
CHALLAKERE**

**PRESENT : SHAMEER P.NANDYAL,
B.A.,LL.B.(Hons.),LL.M.
Senior Civil Judge & JMFC
Challakere**

DATED THIS 18TH DAY OF MARCH 2026

O.S.No.118/2024

**PLAINTIFF : Canara Bank,
Challakere Main Branch,
Rep. by its Manager &
PA Holder Bhagya.V.,
W/o Padmanabha,
Aged about 53 years,
Challakere, Chitradurga Dist.
(By Sri CKS, Adv.)**

Versus

**DEFENDANTS : 1. T.Thippeswamy
S/o Thimmappa,
Aged about 68 years,**

2. Sannamma
W/o T.Thippeswamy,
Aged about 58 years,

Both are Agriculturists and
RR/o Chikkenahalli village,
Challakere Taluk, Chitradurga Dist.
(By Sri OHR, Adv.)

Date of suit	05-06-2024
Nature of suit	Money suit
Date of commencement of recording evidence	19-02-2026
Date of judgment	18-03-2026
Total Duration	<u>Year Months Days</u> 01 09 13

J U D G M E N T

The suit of the plaintiff bank is one for recovery of Rs.8,97,964/- along with interest at 11.05% per annum.

2. **Brief facts of the case of the plaintiff:**

That on 23-11-2018 the defendants have borrowed agricultural loan of Rs.5,00,000/- from the plaintiff bank by executing necessary loan documents. The defendant has also executed registered simple mortgage deed on 16-11-2018 in favour of the plaintiff bank, by agreeing to repay the loan amount along with interest at the rate of of 11.10% per annum within 5 years. Further the defendant No.1 has also executed letter of revival on 15-11-2021. The defendants have transacted

with the plaintiff bank from 23-11-2018 up to 27-05-2024. Thereafter defendants have neither paid interest nor they have paid the outstanding loan amount. The same has constrained the plaintiff bank to institute the present suit.

3. Pursuant to the summons issued to them, the defendants have put in their appearance through their counsel. However they have failed to file their written statement. Hence the matter was posted for evidence on behalf of the plaintiff bank.

4. In order to prove its case the manager of the plaintiff bank has got him examined as PW-1. He has also got marked five documents at Ex.P-1 to P-5. Thereafter the plaintiff bank has closed its side. The defendants have neither got PW-1 cross-examined nor has lead any evidence on their behalf.

5. Heard arguments. Perused records.

6. The points that arise for the consideration of the court are as hereunder:

POINTS

1. Does the plaintiff bank proves that the defendant has borrowed agricultural loan amount of Rs.5,00,000/- on 23-11-2018 by executing necessary loan documents and have

executed registered simple mortgage deed in its favour on 16-11-2018?

2. Whether the plaintiff is entitled for the relief sought?

3. What order or decree?

7. On consideration of the materials placed on record, this court answers the aforesaid points as hereunder:

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

Point No.2 : Partly in the ***affirmative***

Point No.3 : As per final order

for the following:

REASONS

8. **Points Nos.1:-** As aforesaid, the manager of the plaintiff bank has got him examined as PW-1 and got marked five documents. In lieu of his examination-in-chief, he has filed his affidavit reiterating the plaint averments. Among the documents placed on record, Ex.P-1 is the general power of attorney. Ex.P-2 is the loan agreement. Ex.P-3 is the simple mortgage deed. Ex.P-4 is the letter of revival. Ex.P-5 is the statement of account.

9. The defendants have not contested the matter by filling their written statement. As such the evidence of PW-1 has remained unrebutted and unchallenged. The aforesaid

documents bear the signatures and LTMs of the defendants Nos.1 and 2 respectively. The same goes to show that the defendants have borrowed the aforesaid loan amount of Rs.5,00,000/- from the plaintiff bank by executing aforesaid documents and the defendants have executed simple mortgage deed. The account statement clearly establishes that the defendants are in due of the amount claimed by the plaintiff bank in the present suit. As such there is no reason for this court, to disbelieve the evidence of PW-1. By producing the relevant documents the plaintiff bank is able to establish that the defendants have borrowed the loan amount of Rs.5,00,000/- on 23-11-2018 and as on the date of filing of the suit, they are in due to pay a sum of Rs.8,97,964/- to it. The plaintiff bank has also proved that in spite of repeated demand, the defendants have failed to repay the same.

10. With regard to the limitation is concerned, the loan was borrowed by the defendants on 23-11-2018. The defendant No.1 has also executed letter of revival on 15-11-2021. That apart the defendants have also executed registered simple mortgage deed. Thus the suit filed by the plaintiff bank is within the period of limitation. Accordingly this court answers the point No.1 in the ***affirmative***.

11. **Point No.2:** It is pertinent to note that the plaintiff bank has claimed total amount of **Rs.8,97,964/-** along with interest at the rate of 11.05% p.a. As it transpires from the record, the loan obtained by the defendants from the plaintiff bank is for the purpose of agriculture. Considering the nature of loan, the interest sought by the plaintiff bank appears to be on a higher side. The loan transaction between the plaintiff bank and the defendants is not a commercial transaction. Thus this court deems it fit to grant interest of **6%** as per section 34 (1) of Code of Civil procedure. Accordingly point No.2 is answered ***partly in the affirmative.***

12. **Point No.3:** In the light of foregoing discussions, this court proceeds to pass the following

ORDER

The suit of the plaintiff bank is decreed in part with costs.

The defendants are liable to pay a sum of Rs.8,97,964/- (Eight lakhs, ninety seven thousand, nine hundred and sixty four rupees only) to the plaintiff bank along with interest at the rate of 6% p.a. from the date of the suit till realization of entire amount.

If the defendants fail to pay the said amount, then the plaintiff bank is entitled to proceed under Order XXXIV Rule 4 of Code of Civil Procedure to apply for final decree for sale of

the suit schedule property and the adjust the sale proceeds towards the decretal amount.

If the sale proceeds are insufficient, the plaintiff bank could proceed against the defendants personally and recover the amount.

Draw preliminary decree accordingly.

(Dictated to stenographer directly on computer, typed by him, transcription corrected and then pronounced by me in the open court on this 18th day of March 2028)

[SHAMEER.P.NANDYAL]
Senior Civil Judge & JMFC,
Challakere

ANNEXURES

Witness examined for plaintiff:

PW-1 : D.Mahaboob Basha

Documents Marked for the plaintiff:

Ex.P-1 : Genera Power of Attorney
Ex.P-2 : Loan Agreement
Ex.P-3 : Simple Mortgage Deed
Ex.P-4 : Letter of Revival
Ex.P-5 : Statement of Accounts

Witnesses Examined for Defendants :

-N I L-

Documents Marked for Defendants :

-N I L-

**Senior Civil Judge & JMFC,
Challakere**