KACD210012282025

Presented on : 14-11-2025
Registered on : 14-11-2025
Decided on : 02-04-2026
Duration : 00 Years 04 Months 18 Days

IN THE COURT OF SENIOR CIVIL JUDGE & J.M.F.C
CHALLAKERE

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

DATED THIS 02ND DAY OF APRIL 2026

O.S.No.201/2025

PLAINTIFF **:** Karnataka Gramina Bank
Prashurampura Branch,
Challakere Taluk,
Rep by Branch Manager & PA Holder
Yogesha S/o Sellappagowndar,
Aged about 34 years,
R/o Parashurampura village,
Challakere Taluk,
Chitradurga District
(Rep by Sri GRA, Adv)

Versus

DEFENDANTS **:** 1. N.Hanumanthappa @
N.D.Hanumantharaya

S/o Doddaveerappa,
Aged about 66 years
Occ: Agriculturist,

2. H.Gangadhara
S/o Hanumanthappa @
Hanumappa,
Aged about 66 years,

RR/o Chattekamba village,
Parashurampura Hobli,
Challakere Taluk,
Chitradurga District
(Ex-parte)

Date of Institution of suit	**14-11-2025**
Nature of suit	**Recovery of Money**
Date of commencement of recording evidence	**04-03-2026**
Date of Judgment	**02-04-2026**
Total Duration	**Years Months Days** **00 04 18**

JUDGMENT

The suit of the plaintiff is one for recovery of an amount of Rs.5,25,277/- along with interest at the rate of 12% per annum.

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

That on 02-08-2016 the defendant No.1 had borrowed an agricultural loan of Rs.2,00,000/- from the plaintiff bank along with defendant No.2 agreeing to repay the same along with interest at the rate of 12% p.a. The defendants Nos.1 and 2 have also executed letters of revival on 02-03-2019, 05-02-2022 and 18-10-2024. The defendant No.1 has transacted with the plaintiff bank from 02-08-2016 up to 25-09-2025. Thereafter defendants have neither paid interest nor have they paid the outstanding loan amount. In spite of issuance of loan recall notice, the defendants have failed to repay the loan amount. The same has constrained the plaintiff bank to institute the present suit.

3. In spite of the service of summons, the defendants have remained absent before the court as such defendants Nos.1 and 2 were placed *ex-parte*.

4. In order to prove the case of the plaintiff bank, its manager had got him examined as PW-1 and got marked 6 documents at Ex.P-1 to P-6. Thereafter the plaintiff bank closed its side.

5. Heard arguments. Perused records.

6. The points that arise for the consideration of the court are;

<u>P O I N T S</u>

1. ***Does the plaintiff bank proves that the***

defendants have borrowed an amount of Rs.2,00,000/- on 02-08-2016 executing necessary documents by agreeing to repay the said loan amount along with interest at the rate of 12% p.a. compounded half yearly within five years?

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

3. ***What decree or order?***

7. On consideration of the materials 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:

R E A S O N S

8. ***Point No.1*:** As aforesaid the manager of the plaintiff bank has got him examined as PW-1 and got marked 6 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 memorandum of agreement for agricultural loans. Ex.P-3 to 5 are the letters of revival. Ex.P-6 is the loan account statement.

9. It is pertinent to note here that the defendants are placed *ex parte*. As such the evidence of PW-1 has remained unrebutted and unchallenged. The aforesaid documents bear the signatures of the defendants. The same goes to show that the defendant No.1 had borrowed the aforesaid loan from the plaintiff bank by executing the aforesaid documents along with defendant No.2. 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 discredit the evidence of PW-1. By producing the relevant documents, the plaintiff bank is able to establish that defendant No.1 had borrowed the loan amount of Rs.2,00,000/- and as on the date of filing of the suit, they are in due to pay a sum of **Rs.5,25,277/-** to it. The plaintiff bank has also proved that in spite of repeated demand, the defendants have failed to repay the same. Accordingly this court answers the point No.1 in the ***affirmative.***

10. ***<u>Point No.2</u>***: It is pertinent to note that the plaintiff bank has claimed total amount of **Rs.5,25,277/-** along with interest at the rate of 12% p.a. As it transpires from the record, the loan obtained by the defendants from the plaintiff bank is for the purpose of agricultural loan. 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 are 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.***

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

O R D E R

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

The defendants are jointly and severally liable to pay a sum of Rs.5,25,277/- [Five Lakhs twenty five thousand, two hundred and seventy seven rupees] to the plaintiff bank along with interest at the rate of 6% per annum from the date of suit till its realization.

Draw decree accordingly.

(Dictated to stenographer directly on computer, typed by him, transcription corrected and then pronounced by me in the open court on this 02nd day of APRIL 2026)

[SHAMEER P. NANDYAL]
Senior Civil Judge & JMFC
CHALLAKERE

ANNEXURES

Witness examined for Plaintiff:

PW-1 : Yogesha.S.

Documents marked for Plaintiff:

Ex.P-1	:	General power of attorney
Ex.P-2	:	Memorandum of agreement
Ex.P-3 to P-5	:	Letter of revivals
Ex.P-6	:	Loan Account statement

Witnesses examined for Defendants:

-NIL-

Documents marked for Defendants:

-NIL-

Senior Civil Judge & JMFC,
Challakere