

KACD310000522024



IN THE COURT OF SENIOR CIVIL JUDGE & JMFC, HIRIYUR
AT :HIRIYUR

Dated this the 15th Day of April 2026

Presided Over by Smt. Sujatha Suvarna.B.,
B.Com., LL.B.,
Senior Civil Judge & JMFC.
Hiriyur
O.S. No.10/2024

PLAINTIFF : **CANARA BANK**
Hiriyur Branch-I
Hiriyur Taluk
Represented by its branch Manger
Sri.A.L. Pradeep
S/o. Lakshmikanth,
Aged about 46 years,
R/o.#119, Ista Nilaya,
Sri.Lakshmivenkateshawara Road,
Lakshamma Badavane,
Hiriyur Town.

-V/s-

DEFENDANT : **1. Smt. Priyanaka S Prasad**
D/o. T. Shivaprasad
Aged about 33 years,

2. Sri.T. Shivaprasad
S/o. Late. Thulasiram
Aged about 65 years,
Occ: Agriculturist & Advocate,
Both are R/o. Main road,

Hospital circle,
Hiriyur Town,
Chitradurga District.

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Plaintiff Rep. By : Sri. DVA Advocate
Defendants placed exparte.

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Date of Institution of the suit : 09.01.2025

Nature of Petition : Money suit

Date of commencing of recording of

Evidence : 14.03.2025

Date of Pronouncement of Judgment : 15.04.2026

Total Duration : Year/Month/Days
01 03 06

(SUJATHA SUVARNA.B.)
SENIOR CIVIL JUDGE & JMFC
HIRIYUR, CHITRADURGA

J U D G M E N T

The plaintiff / CANARA BANK, Hiriyur Branch has filed this suit against the defendants for recovery of sum of Rs.7,54,860/- with 13.45% interest P.A, from the date of suit, till realization of the amount and also grant such other reliefs.

2. In brief, the plaint averments are as follows;

That the defendants have approached the plaintiff Bank for the financial assistance for the education of defendant No.1 at

vidyasagar scheme for the course of Nadgir Institute of Technology of Rs.2,58,000/- from the plaintiff Bank on 20.02.2009. and on the same day the defendants executed agreement cum deed of hyphothecation vide account No.0867768004249 in favour of plaintiff Bank, promising to repay the said amount with interest at 11.50% per annum and defendants also agreed to pay over due interest at 2% per annum in case of default in payment of installments.

The defendants have executed letter of revival on 16.07.2013, 01.01.2015, 15.11.2017, 22.10.2020 & 20.08.2023. As on 22.02.2024 the defendants are due for a sum of Rs.7,53,360/- under education loan as per the entries found in the statement of account. The defendants are also liable to pay Rs.1,500/- to the plaintiff bank for the typing and other expenses. In spite of repeated requests and demands made by the plaintiff, the defendants have not paid the aforesaid amount. Hence, filed this suit.

3. In spite of service of summons to the defendant through paper publication, the defendants have not appeared before this court and hence they placed exparte.

4. On behalf of the plaintiff-bank, the Manager of the plaintiff's Bank was examined as P.W.1 and got marked Ex.P.1 to Ex.P.12. With that the plaintiff's bank closed its side.

5. Heard. Perused the materials placed on record. The points for consideration of this court are as follows:

1. Whether the Plaintiff-bank is entitled for the relief as sought in the plaint?
2. What order or decree?

6. The findings of this court on the above points are as follows:

- | | | |
|------------|---|---|
| Point No.1 | : | Partly in Affirmative |
| Point No.2 | : | As per final order,
for the following; |

REASONS

7. **POINT No.1**:- In order to substantiate the case of the plaintiff bank, the Branch Manager of the Plaintiff Bank himself examined as PW-1. He filed affidavit in lieu of his examination-in-chief and reiterated the plaint averments. In support of his contention he has produced Ex.P-1 to Ex.P-12.

8. Ex.P-1 is the loan application, Ex.P.2 is the sanction memorandum, Ex.P.3 is the Agreement, Ex.P.4 is the Loan Agreement, Ex.P.5 is the Letter of undertaking re:loans/Advances, Ex.P.6, 8 to 11 are the letter of revivals, Ex.P.7 is the under taking letter, Ex.P.12 is the Bank statement.

9. It is the evidence of PW-1 that, the defendants have approached the plaintiff bank for financial assistance for the purpose of education and availed a loan of Rs.2,58,000/- from the plaintiff Bank on 20.02.2009 and on the same day the defendants have executed necessary loan documents in favour of plaintiff Bank. To substantiate their contention, the plaintiff Bank has produced loan application, sanction memorandum, Hypothication agreement marked at Ex.P-1 to P-3. As per these documents, the defendants have approached the plaintiff bank and plaintiff Bank has sanctioned a loan of Rs.2,58,000/- in favour of defendants.

10. As per Ex.P-4, the defendants have executed educational loan agreement and agreed to repay the loan amount with monthly installments. As per Ex.P-5 defendants have executed letter of undertaking re:Loans/Advances. As per

Ex.P.6, 8 to 11 the defendants have visited the plaintiff bank on 16.07.2013, 01.01.2015, 15.11.2017, 22.10.2020 & 20.08.2023 and acknowledged their liability in favour of plaintiff bank.

11. In the instant case apart from the above said documents, the plaintiff bank got produced the statement of account marked at Ex.P-12, wherein, it is clearly appeared that total amount is due from the defendants with interest up to date on 01.12.2023 is to the tune of Rs.7,53,356.04/-. Further, it is significant to note that the said entries are maintained during the course of regular Bankers Business and to the said entries, absolutely there is no contra evidence. Regarding the genuineness of this document, there is presumption under Section 4 of Bankers Books of evidence Act. To rebut the said presumption, the defendant has not adduced any oral and documentary evidence.

12. Thus, the evidence lead by plaintiff bank remained unchallenged and unrebutted. Thus, this court has no other option to rely the evidence lead by the plaintiff bank, which is more probable and reliable. The oral evidence of P.W.1 is fortified by the contents of Ex.P-1 to 11 and it clearly shows that the

defendants have borrowed a loan and failed to repay the outstanding loan amount.

13. Now how much the defendants are liable to pay interest is to be looked into. On perusal of the documentary evidence it is clear that the defendants borrowed a loan for the purpose of education. Therefore, the defendants are liable to pay the interest at the rate of 6% per annum on principal loan amount from the date of suit till realization it will meet the ends of justice and equity. From my above findings, the plaintiff Bank has established their case beyond all preponderance of probabilities. Hence, I answered the point No.1 is partly in affirmative.

14. POINT No.2: In view of findings on above points, this Court proceeds to pass the following:-

ORDER

The suit of the Plaintiff-bank is hereby partly decreed with costs.

The defendants are directed to pay the plaintiff a sum of Rs.7,54,860/- with interest thereon at 6% per annum, on principal sum from the date of suit till

realization to the Plaintiff, failing which the plaintiff shall be entitled to recover the same through process of Court at the cost of the defendant.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, corrected, initialed and pronounced by me in the open court on this the 15th day of April -2026).

**[SUJATHA SUVARNA.B]
SENIOR CIVIL JUDGE & JMFC
HIRIYUR, CHITRADURGA**

ANNEXURE

LIST OF WITNESS MARKED ON BEHALF OF PLAINTIFF

PW.1 : A.L Pradeep

LIST OF DOCUMENTS MARKED ON BEHALF OF PLAINTIFF

Ex.P-1 : Loan application,
Ex.P.2 : Sanction memorandum,
Ex.P.3 : Agreement,
Ex.P.4 : Loan Agreement,
Ex.P.5 : Letter of undertaking re: loans / Advances,
Ex.P.6 : Letter of revivals,
Ex.P.7 : Under taking letter,
Ex.P.8 to 11: Letters of revival,
Ex.P.12 : Bank statement.

LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANTS:

NIL

LIST OF DOCUMENTS MARKED ON BEHALF THE DEFENDANTS :

NIL

**[SUJATHA SUVARNA.B]
SENIOR CIVIL JUDGE & JMFC
HIRIYUR, CHITRADURGA**

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