KACD310020442024

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

Dated this the 4th Day of April 2026

Presided Over by Smt. Sujatha Suvarna.B.,
B.Com., LL.B.,
Senior Civil Judge & JMFC.
Hiriyur

S.C. No.168/2024

PLAINTIFF : The Karnataka Gramina Bank,
Patrehally branch, Hiriyur Taluk,
R/p by its Manager and P.A.holder
Sri.Karibasappa
S/o Hemappa Dapper,,
Aged about 58 years,
R/o Hiriyur Town.

-V/s-

DEFENDANT : Sri. B.Shivappa
S/o Basavaraja,
Aged about 32 years,
Agriculturists,
R/o. Ghandinagara, Gowdanahally village, Hiriyur Taluk.

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Plaintiff Rep. By : Sri.T.S.G.,Advocate
DefendantRep. By : Sri.N.H.B., Advocate

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Date of Institution of the suit : 20.12.2024

Nature of Petition : Money suit

SUJATHA SUVARNA B

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Date: 2026.04.07 13:31:47 +0530

Date of commencing of recording of Evidence	: 31.10.2026
Date of Pronouncement of Judgment	: 04.04.2026
Total Duration	: Year/Month/Days 01 03 15

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

J U D G M E N T

The plaintiff / Karnataka Gramina Bank, Patrehally Branch has filed this suit against the defendant for recovery of sum of Rs.74,143/- with current and future interest at 14.50% per annum compounded monthly as agreed by the defendant from the date of suit till the date of realization.

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

The defendant approached the plaintiff bank for a financial assistance for the purpose of purchase of the cow for dairy business of Rs.50,000/- from the plaintiff Bank and on the same day the defendant has executed necessary loan documents in favour of plaintiff Bank, promising to repay the said amount with interest at 12.50% per annum and defendant has also agreed to pay the penal interest at the rate of 2% per annum.

The defendant has failed to pay the installments infavour of plaintiff bank and he is due with plaintiff bank. Hence plaintiff bank has issued legal notice to the defendant on 19.09.2024. The defendant has failed to regularize the payment in-time and she become defaulter to the plaintiff's Bank. The defendant executed letter of revival in favour of plaintiff on 04.11.2021 and 19.04.2024. Inspite of issuance of notice on 19.09.2024 the defendant has failed to pay the loan amount.

The amount outstanding at present payable by the defendant to the plaintiff Bank in a sum of Rs.74,143/- . Inspite of repeated requests and demand made by the plaintiff Bank, the defendant has not paid the aforesaid amount with interest. Hence, the plaintiff has filed this suit.

3. In pursuance of service of summons, the defendant has appeared before this court through his advocate and not filed any written statement.

4. On behalf of the plaintiff-Bank, the Manager of the plaintiff bank was examined as PW.1 and got marked at Ex.P.1 to Ex.P-11

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;

:: R E A S O N S ::

7. **POINT No.1** : In order to substantiate the case of the plaintiff bank, the Manager of the Plaintiff Bank examined himself as PW-1. He filed affidavit in lieu of his examination-in-chief and reiterated the plaint averments. In support of his contentions he has produced Ex.P-1 to Ex.P-11.

8. Ex.P-1 is the GPA, Ex.P2 is the Loan application, Ex.P3 is the Loan Sanction Letter, Ex.P4 is the Memorandum of

agreement, Ex.P.5 is the Detail of live stock, Ex.P6 is the Undertaking letter, Ex.7 and 8 are the Revival letters, Ex.P.9 is the Legal notice, Ex.P10 is the RPAD receipt, Ex.P11 is the Bank statement.

9. As per Ex.P.1 PW.1 has been authorized by the bank to depose on its behalf. It is the evidence of PW-1 that, the defendant has approached the plaintiff bank and availed a loan of Rs.50,000/- for the purpose of dairy business from the plaintiff Bank on 19.11.2018 and on the same day the defendant has executed necessary loan documents in favour of plaintiff Bank. To substantiate their contention, the plaintiff Bank has produced loan application, and sanction memorandum at Ex.P3. As per these document, the defendant approached the plaintiff bank and plaintiff Bank has sanctioned a loan of Rs.50,000/-in favour of defendant.

10. As per Ex.P-4, the defendant has executed agreement and agreed to repay the loan amount. As per Ex.P-7 & 8 the defendant has visited the plaintiff bank on 04.11.2021 and 19.04.2024 and acknowledged his liability in favour of plaintiff bank. The plaintiff bank has issued legal notice as per Ex.P-9 on

19.09.2024 calling upon the defendant to repay the loan amount within 15 days from the service of the notice.

11. In the instant case apart from the above said documents, the plaintiff bank got produced the statement of account marked at Ex.P-11, wherein, it is clearly appeared that total amount is due from the defendant with interest up to date on 18.09.2024 is to the tune of Rs.72,479.86/-. 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 the 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

defendant has borrowed a loan and failed to repay the outstanding loan amount.

13. Now how much the defendant is liable to pay interest is to be looked into. On perusal of the documentary evidence it is clear that the defendant obtained a loan for the purchase of a dairy business. Therefore, the defendant is 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. **<u>POINT No.2</u>**: In view of findings on above points, this Court proceeds to pass the following:-

<u>O R D E R</u>

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

The defendant is directed to pay a sum of Rs.74,143/- to the plaintiff 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 4th day of April -2026).

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

A N N E X U R E S

LIST OF WITNESS MARKED ON BEHALF OF PLAINTIFF

PW.1	:	Srinivasa

LIST OF DOCUMENTS MARKED ON BEHALF OF PLAINTIFF

Ex.P-1	:	GPA copy
Ex.P-2	:	Loan application
Ex.P-3	:	Loan Sanction letter
Ex.P-4	:	Memorandum of Agreement
Ex.P-5	:	Detail of live stock
Ex.P-6	:	Undertaking letter
Ex.P- 7 & 8	:	Letters of Revival
Ex.P-9	:	Legal notice
Ex.P-10	:	RPAD receipt
Ex.P-11	:	Bank statement

LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANT:

NIL

LIST OF DOCUMENTS MARKED ON BEHALF THE DEFENDANT :

NIL

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

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