KACD310020242024

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

Dated this the 10th Day of June 2026

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

S.C. No.165/2024

PLAINTIFF	:	CANARA BANK Hiriyur branch-1 Hiriyur Taluk, R/p by its Branch Manager Sri. A.L.Pradeep S/o Lakshmikanth, Aged about 46 years, R/o#119, Ista Nilaya, Sri lakshmivenkateshwara Road, Lakshmamma Badavane, Hiriyur Town.

-V/s-

DEFENDANT	:	Sri. Imran S/o Mahaboob Subhan, Aged about 32 years, Puffed Rice Business R/o Chikkapete Road, Azad Nagara, Hiriyur Town, Chitradurga District

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Plaintiff Rep. By : Sri.D.V.A.,Advocate
Defendant- Exparte

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SUJATHA SUVARNA B

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Date of Institution of the suit	: 19.12.2024
Nature of Petition	: Money suit
Date of commencing of recording of Evidence	: 06.04.2026
Date of Pronouncement of Judgment	: 10.06.2026
Total Duration	: Year/Month/Days 01 05 24

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

J U D G M E N T

The plaintiff / Canara Bank, Hiriyur Branch has filed this suit against the defendant for recovery of sum of Rs.75,387/- with current interest at 10.95%per annum compounded monthly 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 on 22.11.2019 for financial assistance of Rs.50,000/-under MSME Scheme for the purpose of carrying on a Puffed Rice business from the plaintiff Bank on 22.11.2019 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 9.75% per annum compounded quarterly and present rate of interest is 10.95% per annum, The defendant has also agreed to pay the penal interest at the rate of 2% at the annum.

The defendant approached the plaintiff bank on 15.06.2020 for financial assistance of Rs..9,800/- under the MSME Scheme 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 7.50% per annum compounded quarterly and present rate of interest is 9.25% per annum, The defendant has also agreed to pay the penal interest at the rate of 2% at the annum.

The defendant has failed to regularize the payment in-time and he become defaulter to the plaintiff's Bank. The defendant executed letters of revival in favour of plaintiff on 17.08.2022.

The amount outstanding at present payable by the defendants to the plaintiff Bank in a sum of Rs.73,887/-. In spite 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. Though summons was served upon the defendant through paper publication, he has not appeared before the court and hence defendant placed exparte.

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-16

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-16.

8. Ex.P-1 is the Letter of Authority, Ex.P2 is the Loan application, Ex.P3 is the sanction memorandum, Ex.P4 is the pronote, Ex.P.5 is the agreement cum Deed of Hypothecation, Ex.P6 is the letter of revival, Ex.P7 is the legal notice, Ex.P 8 is the postal receipt, Ex.P9 is the Bank statement, Ex.P-10 is the Loan application, Ex.P11 is the sanction memorandum, Ex.P12 is the agreement cum Deed of Hypothecation, Ex.P13 is the legal notice, Ex.P 14 is the postal receipt, Ex.P15 is the letter of revival and Ex.16 is the Bank statement.

9. It is the evidence of PW-1 that, the defendant has approached the plaintiff bank on 22.11.2019 and 15.06.2020 for financial assistance of Rs.50,000/- and Rs.9,800/- respectively under MSME Scheme for the purpose of carrying on a Puffed Rice business and defendant has executed necessary loan documents in favour of plaintiff Bank. To substantiate their contention, the plaintiff Bank has produced loan applications,

sanction memorandums, application cum sanction for renewal and agreement cum deed of hypothecations at Ex.P2, Ex.P3, Ex.P5, Ex.P10, Ex.P.11 and Ex.P12. As per these documents, the defendant has approached the plaintiff bank and plaintiff Bank has sanctioned a loan of Rs.9,800/- and 50,000/- in favour of defendant.

As per Ex.P.4 the defendant has executed pronote. Regarding the genuineness of this document there is presumption under Section 118 of N.I.Act. Sec. 118 of N.I.Act laid down a special rule of evidence applicable to Negotiable Instrument. The presumption is one of law and there under a court shall presume that instrument was endorsed for consideration. The burden is on the defendant to rebut the presumption. To rebut the presumption, defendant has not produced any cogent piece of evidence.

10. Ex.P-6 & Ex.P15 are the revival letters, as per Ex.P6 & 15 the defendant has visited the plaintiff bank on 17.08.2022 and acknowledged his liability in favour of plaintiff bank . The defendant has executed agreement and agreed to repay the loan

amount. The plaintiff has issued legal notice as per Ex.P-7 and 13 to the defendant on 27.01.2022 and 29.01.2022 calling upon him 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 accounts marked at Ex.P9 and Ex.P16, wherein, it is clearly appeared that the total amount due from the defendant, together with interest accrued up to date on 15.01.2024 and 03.01.2024 is to the tune of Rs.4,924/- and Rs.68,963.33/- respectively. 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 16 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 borrowed a business loan. Therefore, the defendant is liable to pay the interest at the rate of 7% 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:-

O R D E R

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

The defendant is directed to pay a sum of Rs.75,387/- to the plaintiff with interest thereon at 7% 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 10th day of June -2026).

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

A N N E X U R E S

LIST OF WITNESS MARKED ON BEHALF OF PLAINTIFF

PW.1	:	G.L. Girisha

LIST OF DOCUMENTS MARKED ON BEHALF OF PLAINTIFF

Ex.P-1	:	Letter of Authority
Ex.P-2	:	Loan application
Ex.P-3	:	Sanction memorandum
Ex.P-4	:	Pronote
Ex.P-5	:	Agreement cum Deed of Hypothecation
Ex.P-6	:	Letter of Revival
Ex.P-7	:	Legal notice
Ex.P-8	:	Postal receipt

Ex.P-9	:	Bank Statement
Ex.P-10	:	Loan application
Ex.P-11	:	Sanction memorandum
Ex.P-12	:	Agreement cum Deed of Hypothecation
Ex.P-13	:	Legal notice
Ex.P-14	:	Postal receipt
Ex.P-15	:	Letter of Revival
Ex.P-16	:	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.

SUJATHA SUVARNA B

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