SHRIDHARA H D

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IN THE COURT OF ADDL. CIVIL JUDGE AND JMFC, AT HIRIYURU

PRPESENT :- Shridhara, H.D.,
B.A. L.L.B,
C/c ADDL. CIVIL JUDGE & JMFC,
HIRIYURU

Dated: this 2nd day of April, 2026

O.S. No. 327/ 2025

PLAINTIFF:- Canara Bank,
Hiriyuru Branch,
Hiriyuru Town,
Represented by its Branch Manager Sri. Girish. G. L.,
S/o B. Lokeshappa,
Aged about 38 years,
R/o Hiriyuru Town,
Hiriyur Taluk,
Chitradurga District.

(By Sri. D.V.A., Advocate,)

//Versus//

DEFENDANT/S: 1) SRI GANGAMBIKA STHREE SHAKTHI MAHILA SWA SAHAYA SANGHA, GOWNAHALLI
Represented by its

1) R Ambika W/o Girish,
Aged about 39 years,
1st Representative.

2) Renuka W/o Junjappa,
Aged about 46 years,
2nd Representative.

3) Siddagangamma W/o Chikkanna,
Aged about 61 years.

4) Pavithra W/o Onkarappa,
Aed about 40 years

5) K. Meenakshi W/o Nijalingappa,
Aged about 61 years

6) Kanumakka W/o Ningappa,
Aged about 66 years

7) C. Gangamma W/o Thippeswamy,
Aged about 45 years

8) Bhagyamma W/o
Aged about 45 years

9) Gangamma w/o Basappa,
Aged about 66 years

10) Ningamma w/o Hanumanthappa,
Aged about 56 years

All resident of Gownahalli Village,
Goguddu Post Hiriyur Taluk,
Chitradurga District

(Exparte.)

1.	Date of institution.	29.07.2025
2.	Nature of the Suit.	Suit for recovery of money
3	Date of commencement of recording evidence	17.02.2026
4.	Date of closing of recording evidence	17.02.2026
5.	Judgment pronounced	02.04.2026
6.	Total duration.	------Years--------Months------Days---- --------00-----------08---------------04-----

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(Shridhara, H.D.)
C/c Addl. Civil Judge & JMFC,
Hiriyuru.

JUDGMENT

That the plaintiff bank has filed a suit against the defendants for recovery of loan amount of Rs.2,82,195/- with agreed rate of interest together with court cost.

2) It is the case of the plaintiff bank that, the defendant society is a SHG society running in a name and style as **SRI GANGAMBIKA STHREE SHAKTHI MAHILA SWA SAHAYA SANGHA, GOWNAHALLI, Hiriyur Taluk for the welfare of the women benefit consisting of 10 members.** The society has approached the plaintiff bank for the purpose

Self helping members of the necessity. Accordingly, the defendant No.1 and 2 are the Representative, No.1 and 2 and defendant No.3 to 10 are the directors have jointly availed the loan of Rs.2,50,000/- from the plaintiff bank on 17.06.2014 and have also executing agreement cum deed of hypothecation and necessary documents, agreeing to repay the same with interest at the rate of 11.20 % p.a, for value received and also agreed to create charge over the retail trade of aluminum utensils which is yearly renewed. The present rate of interest is 10.10% per annum. The terms for repayment of said loan is for 60 monthly installments. The agrrement deed of hypothecation dated:17.06.2014 executed by defendant No.1 to 10 are agreeing for all the terms and conditions. Further, the defendants have also agreed to pay the agreed rate of interest and at such other rates as per the directives of the RBI from time to time. Further, the defendant No.1 and 2 have also executed the letter of revival in favour of the plaintiff bank on 17.05.2017, 16.04.2020 and 16.03.2023 confirming that the bebt with the plaintiff bank and requesting it to carry for further period. The defendant No.1 and 2 have also agreed to pay the penal interest at the rate of 2% p.a, The defendants are failed to pay the installments in favour of the plaintiff bank and they are due with the plaintiff bank. Hence, the plaintiff bank has issued legal notice to defendant No.1 to 10. Inspite of repeated requests and demands, the defendants have failed to repay the loan and hence the plaintiff constrained to file the suit for recovery of Rs.2,82,195/- with agreed rate of interest from the date of suit, till date of realization of the entire loan sum.

3) Even in spite of due service of suit summons, the defendants have not appeared before this court. Hence, they were placed ex-parte by this court.

4) In order to prove the case of the plaintiff, Girisha.G. L., the Manager of the plaintiff bank is examined as PW.1 and he has got marked 15 documents as Ex.P.1 to 15 and closed his side evidence.

5) Heard and perused the materials available on record.

6) The following points arise for consideration:-

POINTS

1) Whether the plaintiff bank proved that the defendant No.1 to 10 have borrowed loan of Rs.2,50,000/- on 17.06.2014 by executing necessary loan documents?

2) Whether the plaintiff bank proved that the defendants are liable to repay the suit claim?

3) Whether the plaintiff bank proved that the defendants have agreed to pay the interest at 11.20 % p.a. 2% p.a, penal interest ?

4) Whether plaintiff is entitle for the relief sought for?

5) What order or decree?

7) The findings to the above issues are as under:-

Point No.1 :- Affirmative.
Point No.2 :- Affirmative.
Point No.3 :- Partly Affirmative.
Point No.4 :- Partly Affirmative.
Point No.5 :- As per the final order, for the following:

R E A S O N S

8) **Point No.1 and 2**: As these points are interconnected, to avoid repetition of discussion the same are taken up together for common discussion.

9) Facts of the plaintiff case is already stated above in brief. In order to prove the case, Girish. G. L, the Manager of the plaintiff bank is examined as PW.1 and he has got marked 15 documents as Ex.P.1 to 15. PW-1 filed affidavit in lieu of his chief examination and he has reiterated the averments made in the plaint and prays to decree the suit.

10) Ex.P-1 is the loan application Form, Ex.P-2 loan sanction letter, Ex.P-3 is the article of agreement for financing Self Help Group, Ex.P-4 is the request for overdraft facility, Ex.P-5 is the Take delivery letter, Ex.P-6 is the inter-se agreement, Ex.P-7 is the statement of account of defendant Self Help Group, Ex.P.8 is the list of members of Self Help

Group, Ex.P.9 is the pronote, Ex.P.10 to 12 are the letter of revivals, Ex.P-13 is the copy of legal notice dated:21.07.2025, Ex.P-14 is the computerized loan account statement and Ex.P-15 is the copy of General Power of Attorney.

11) On perusal of Ex.P-1 to 9 reveals that, on 17.06.2014 defendants have availed loan of Rs.2,50,000/- from plaintiff bank by executing agreement cum deed of hypothecation agreeing to repay the same with interest at 11.20% p.a. Ex.P-10 to 12 letter of revival dated 17.05.2017, 16.04.2020 and 16.03.2023 reveals that, defendants have executed letter of revival in favour of plaintiff bank confirming their debt. Ex.P-13 reveals that, the bank had issued notice to defendants to repay the loan amount, Ex.P-14 computerized statement of accounts shows that, defendants are due a sum of Rs.2,81,195/- as on 01.07.2025. The plaintiff bank has claimed an amount of Rs.2,82,195/- including typing and sundry expenses of Rs.1,000/-.

12) The evidence of PW1 and documents discussed above produced by the plaintiff bank have not been subjected to the cross-examination by the other side. So the evidence of PW.1 remained unchallenged.

13) On perusal of documents discussed earlier as well as the oral evidence of PW-1, it is clear that defendants have availed loan for the purpose denoted in the documents discussed earlier and has become a defaulter and by

executing letter of revival they got renewed the loan transaction.

14) As the defendants have not repaid the same to the bank, the plaintiff constrained to file the suit. Hence this court comes to the conclusion that the plaintiff bank has proved that defendants had availed loan from the plaintiff bank and have consequently become defaulters to repay the loan and now the defendants are due to the plaintiff bank to the tune of Rs.2,82,195/- and hence point No. 1 and 2 are answered accordingly.

15) Point No. 3 and 4 : The plaintiff bank prays before this court for recovery of loan amount of Rs.2,82,195/- with current & future rate of interest of 11.20% per annum compounded quarterly rests till the date of realization of decreetal amount.

16) Originally the plaintiff bank has granted loan amount of Rs.2,50,000/- and remaining sum is the calculated interest from the date of loan. As per Sec.34 of CPC the interest from the date of suit to the date of decree is reasonable and interest from the date of decree to the date of realization of loan amount shall not exceed 6% p.a. Therefore, this court is of the opinion that the plaintiff is entitle for the suit loan amount with interest at the rate of 11.20% p.a. from the date of suit till the date of decree and interest at 6% p.a. from the date of decree till realization of

entire loan amount. Therefore, point No. 3 and 4 is answered accordingly.

17) **Point No.5:-** In the light of discussion made above, this court proceed to pass the following:-

ORDER

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

The Defendant No.1 to 5 and 7 to 10 are jointly and severally liable to pay a sum of Rs.2,82,195/- to the plaintiff bank together with interest at the rate of 11.20% p.a. from the date of suit till date of decree and interest at 6% p.a. from the date of decree till realization.

The case against deceased defendant No.6 is hereby dismissed.

Draw decree accordingly.

(Directly dictated to the stenographer on the desk-top computer, typed by him on-line, corrected, signed and then pronounced by me in the open Court on this the 2nd day of April 2026).

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(Shridhara, H.D.)
C/c Addl. Civil Judge & JMFC,
Hiriyur.

ANNEXURES

List of the Witnesses examined on behalf of Plaintiff:

P.W.1 :Girish. G. L.,

List of the Documents marked on behalf of Plaintiff:

Ex.P-1	:-	Loan application Form,
Ex.P-2	:-	Loan sanction letter,
Ex.P-3	:-	Article of agreement for financing Self Help Group,
Ex.P-4	:-	Request for overdraft facility,
Ex.P-5	:-	Take Delivery letter,
Ex.P-6	:-	Inter-se Agreement,
Ex.P-7	:-	Statement of account of defendant Self Help Group,
Ex.P-8	:-	List of members of Self Help Group,
Ex.P-9	:-	Pronote,
Ex.P-10 to 12	:-	Three letter of revivals,
Ex.P-13	:-	Copy of legal notice dated:21.07.2026
Ex.P-14	:-	Computerized loan account statement, Notice issued by bank,
Ex.P-15	:-	Copy of General power of attorney,

List of the Witnesses examined on behalf of Defendants:

------------------Nil-----------------------------

List of the documents marked on behalf of Defendants:

------------------Nil-----------------------------

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C/c Addl. Civil Judge & JMFC,
Hiriyuru.