KACM010016112025

Presented on : 06-08-2025
Registered on : 06-08-2025

IN THE COURT OF
PRL. DISTRICT AND SESSIONS JUDGE. CHIKKAMAGALURU
AT Chikkamagaluru,CHIKKAMAGALURU
Presided Over by RAVINDRA HEGDE
Com.O.S./51/2025

Plaintiff:
Canara Bank, I. G. Road Branch CKM Rep., herein by its Manager, Mahesha Raj.
Address: D/o. R. Rajendra, Aged about 35 years, Canara Bank, I. G. Road Branch, Chikmagalur Town.

VERSUS

Defendant:
M/s. Sri Marulasiddeshwara Holdings /Marulasiddeshwara Agro Agencies Rep., by proprietor, Punith K L
Address: Represented by its proprietor, Sri. Punith. K. L.S/o. Lingamurthy. K. G., Age 30 years, R/o. Kuppenahalli, K. M. Road, Jyothinagara Post, Chikmagaluru Town.

Advocate for Plaintiff: B.S. PRASHANTH
Advocate for Defendant: Y.C.M. appearing

ದಿನಾಂಕಃ 12-01-2026 ರಂದು ಸಾಕ್ಷಿಯನ್ನು ಕರೆಯಿಸಿ ಪ್ರಮಾಣ ವಚನ ಬೋಧಿಸಲಾಯಿತು.

ಮುಖ್ಯ ವಿಚಾರಣೆಃ ವಾದಿ ಪರಃ ಶ್ರೀ ಬಿ ಎಸ್ ಪಿ ವಕೀಲರ ಪರವಾಗಿ ಕುಃ ಶಶಿ ವಕೀಲರಿಂದಃ

1. ದಿನಾಂಕಃ 05-11-2025 ರಂದು ನನ್ನ ಮುಖ್ಯ ವಿಚಾರಣೆಗಾಗಿ ನನ್ನ ಪ್ರಮಾಣ ಪತ್ರವನ್ನು ಸಲ್ಲಿಸಿದ್ದು, ಅದರಲ್ಲಿ ಬರೆದಿರುವ ಸಂಗತಿಗಳು ಸತ್ಯವಾಗಿದೆ. ಅದರಲ್ಲಿರುವ ವಿಷಯವನ್ನು ನಾನೇ ಹೇಳಿ ಬರೆಯಿಸಿ, ಸಹಿ ಮಾಡಿದ್ದೇನೆ.

2. First loan (O.D.) Application dated 18-11-2020 is marked as Ex.P-1, and defendant signature is marked as Ex.P-1(a).

3. Letter of sanction dated 01-12-2020 is marked as Ex.P.2, and defendant signature is marked as Ex.P-2(a).
4. Letter of proprietorship dated 01-12-2020 is marked as Ex.P.3, and defendant signature is marked as Ex.P-3(a).
5. Letter of undertaking dated 01-12-2020 is marked as Ex.P. 4, and defendant signature is marked as Ex.P-4(a) .

6. Letter of cash credit agreement agreement dated 01-12-2020 is marked as Ex.P.5, and defendant signature is marked as Ex.P-5(a).

7. O.D. Enhancement loan application dated 11-03-2022 is marked as Ex.P.6, and defendant signature is marked as Ex.P-6(a).

8. Letter of sanction dated 11-03-2022 is marked as Ex.P.7, and defendant signature is marked as Ex.P-7(a).
9. Letter of proprietorship dated 11-03-2022 is marked as Ex.P.8, and defendant signature is marked as Ex.P-8(a).

10. Letter of revival dated 11-03-2022 is marked as Ex.P. 9, and defendant signature is marked as Ex.P-9(a).

11. Letter of renewal dated 11-03-2022 is marked as Ex.P.10, and defendant signature is marked as Ex.P-10(a).

12. Pronote dated 11-03-2022 is marked as Ex.P.11, and defendant signature is marked as Ex.P-11(a).

13. Supplemental agreement (bears no date) is marked as Ex.P.12,

and defendant signature is marked as Ex.P-12(a).

14. O.D. renewal application dated 14-03-2023 is marked as Ex.P.13, and defendant signature is marked as Ex.P-13(a).

15. Letter of renewal dated 14-03-2023 is marked as Ex.P.14, and defendant signature is marked as Ex.P-14(a).

16. Request for Over Draft facility dated 14-03-2023 is marked as Ex.P.15, and defendant signature is marked as Ex.P-15(a).

17. Annexure which is part of the over draft facility document **Ex.P.15** is marked as Ex.P.16, and defendant signature is marked as **Ex.P-15(a).**

(ಈ ಹಂತದಲ್ಲಿ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಸಲ್ಲಿಸಿರುವ ದಾಖಲಾತಿಗಳನ್ನು ಸರಿಯಾಗಿ ಜೋಡಣೆ ಮಾಡದೆ ಹಾಜರುಪಡಿಸಿದ್ದು, ಸಾಕ್ಷ್ಯ ಹೇಳಿಸಲು ಅನಾನುಕೂಲವಾಗಿದ್ದು, ದಾಖಲಾತಿಗಳನ್ನು ಸರಿಯಾಗಿ ಜೋಡಿಸಿ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಸಲ್ಲಿಸುವಂತೆ ಸೂಚಿಸಿ, ಮುಂದಿನ ಮುಖ್ಯ ವಿಚಾರಣೆಯನ್ನು ಮುಂದೂಡಲಾಯಿತು)

(ನನ್ನ ಉಕ್ತಲೇಖನಕ್ಕೆ ತೆರೆದ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಬೆರಳಚ್ಚು ಮಾಡಲಾಗಿದೆ.)

ಓ.ಹೇ.ಕೇ.ಸ.ಇ.ಎ.ಒ.

Sd/-

(ರಾಜೇಶ್ವರಿ ಎನ್ ಹೆಗಡೆ)

ಪ್ರಧಾನ ಜಿಲ್ಲಾ ಮತ್ತು ಸತ್ರ ನ್ಯಾಯಾಧೀಶರು,

ಚಿಕ್ಕಮಗಳೂರು.

ಸಾಕ್ಷಿ ಸಹಿಃ-

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ದಿನಾಂಕಃ 19-01-2026 ರಂದು ಸಾಕ್ಷಿಯನ್ನು ಪುನಃ ಕರೆಯಿಸಿ ಪ್ರಮಾಣ ವಚನ ಬೋಧಿಸಲಾಯಿತು.

ಮುಂದುವರಿದ ಮುಖ್ಯ ವಿಚಾರಣೆಃ ವಾದಿ ಪರಃ ಶ್ರೀ ಬಿ ಎಸ್ ಪಿ ವಕೀಲರ ಪರವಾಗಿ

ಕುಃ ಶಶಿ ವಕೀಲರಿಂದಃ

18. O.D. enhancement loan application dated 13-03-2024 is marked as Ex.P.17, and defendant signature is marked as Ex.P-17(a).

19. Request for over draft facility dated 13-03-2024 is marked as Ex.P.18, and defendant signature is marked as Ex.P-18(a).

20. Letter of proprietorship dated 13-03-2024 is marked as Ex.P.19, and defendant signature is marked as Ex.P-19(a).

21. Sanction letter dated 13-03-2024 is marked as Ex.P.20, and defendant signature is marked as Ex.P-20(a).

22. Letter of renewal dated 13-03-2024 is marked as Ex.P.21, and defendant signature is marked as Ex.P-21(a).

23. Letter of revival dated 13-03-2024 is marked as Ex.P.22, and defendant signature is marked as Ex.P-22(a).

24. Simplified common appraisal memorandum dated 13-03-2024 is marked as Ex.P.23.

25. Statement of accounts for the period from 02-12-2020 to 28-11-2024 is marked as Ex.P-24, outstanding amount Rs.8,17,542.65 ps., is marked as Ex.P.24(a).

26. Copy of legal notice dated 01-08-2024 is marked as Ex.P.25.

27. Postal receipt is marked as Ex.P.26,

28. 65-B certificate is marked as Ex.P.27.

29. Link letter dated 14-03-2023 is marked as Ex.P.28, and defendant signature is marked as Ex.P-28(a).

30. Loan agreement bond dated 11-03-2022 is marked as Ex.P.29, and defendant signature is marked as Ex.P-29(a).

31. Link letter dated 11-03-2022 is marked as Ex.P.30, and defendant signature is marked as Ex.P-30(a).

32. Pronote dated 01-12-2020 is marked as Ex.P.31, and defendant signature is marked as Ex.P-31(a).

33. Sanction letter dated 14-03-2023 is marked as Ex.P.32, and defendant signature is marked as Ex.P-32(a).

34. P.I.M.S report not filed.

ದಾವೆಯಲ್ಲಿ ಕೇಳಿರುವಂತೆ ಡಿಕ್ರಿ ಮಾಡಬೇಕಾಗಿ ವಿನಂತಿ.

ಪಾಟೀ ಸವಾಲು: ಪ್ರತಿವಾದಿ ಮತ್ತು ಅವರ ಪರ ವಕೀಲರು ಗೈರು ಹಾಜರಿದ್ದು, ಪಾಟೀ ಸವಾಲು ಇಲ್ಲ ಎಂದು ತೆಗೆದುಕೊಳ್ಳಲಾಯಿತು.

(ನನ್ನ ಉಕ್ತಲೇಖನಕ್ಕೆ ತೆರೆದ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಬೆರಳಚ್ಚು ಮಾಡಲಾಗಿದೆ.)

ಓ.ಹೇ.ಕೇ.ಸ.ಇ.ಎ.ಒ.

Sd/-

(ರಾಜೇಶ್ವರಿ ಎನ್ ಹೆಗಡೆ)

ಪ್ರಧಾನ ಜಿಲ್ಲಾ ಮತ್ತು ಸತ್ರ ನ್ಯಾಯಾಧೀಶರು,

ಚಿಕ್ಕಮಗಳೂರು.

ಸಾಕ್ಷಿ ಸಹಿ:-

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ULY SWORN ON 12-06-2026.

CROSS EXAMINATION By SRI. A.C.H. Learned counsel for defendant

35. It is true that on 02-12-2020 I was not the Manager of Canara Bank, Chikkamagaluru Branch. It is true that I have not sanctioned the loan. It is true that I am not aware about the circumstances during which, loan was advanced. It is not mandatory for the bank to maintain appraisal note in every loan.

36. It is true that additional loan of Rs.3,00,000/- was also sanctioned to the defendant. It is not true to suggest that no fresh credit agreement is entered at the time of granting additional loan. Witness states that, supplemental agreement was entered at the time of giving additional loan.

37. Renewal letter was given by the defendant. It is true that no separate hypothecation agreement is taken at the time of granting additional loan. It is true that we have not produced any security valuation document at the time of increasing the loan limit. The witness states that, at the time of increasing the loan limit we do not make further valuation of the security.

(At this stage Learned counsel for defendant seeks time for further cross examination. Hence, adjourned.)

(Typed to my dictation in the open court)

R.O.I. And A.C.

Sd/-12-06-2026
(Ravindra Hegde)
Prl.District and Sessions Judge,
Chikkamagaluru.