KACM200003462025

IN THE COURT OF SENIOR CIVIL JUDGE,
AT KADUR.

Dated this the 17th day of June – 2026

Present :SRI.IRFAN
B.A., LL.B.
Senior Civil Judge & JMFC,
Kadur,
Chikkamagaluru District.

S.C. No.12/2025

PLAINTIFF:-

KARNATAKA GRAMIN BANK,
Kadure Branch, Kadur Taluk,
represented by its Manager,
Sri. Sureshkumar,
S/o Shivalingappa,
Aged about 41 years,
Branch Manager,
Karnataka Gramin Bank,
Kadur Branch,
R/o Kadur Town, Kadur,
Kadur Taluk,
Chikkamagaluru District.

(By: Sri H.M. Rajanna, Advocate)

V/s

DEFENDANTS:- 1. Smt. Manjamma,
W/o late Gangadharappa,
Aged about 58 years,
Agriculturist,

2. Sri. Shashikumar,
S/o late Gangadharappa,
Aged about 32 years,
Agriculturist,

Both are residents of
Alagatta at Post,
Kasaba Hobli, Kadur Taluk,
Chikkamagaluru.

[**Exparte**]

Date of Institution of the Suit :	03.07.2025.
Nature of the suit :	Recovery of Money
Date of commencement of recording of the evidence :	06.12.2025
Date on which the Judgment was pronounce :	17.06.2026.

Total Duration	Years	Months	Days
	00	11	14

IRFAN Digitally signed by IRFAN Date: 2026.06.25 17:52:42 +0530

(IRFAN)
Senior Civil Judge,
Kadur.

J U D G M E N T

This suit is filed by the plaintiff-Bank against the defendants for recovery of money of a sum of Rs.56,146/- together with court, current and future interest at the rate of 11.00% per annum, from the date of suit, till the realization of amount.

2. **The plaintiff's case is as under;**

The defendants No.1 and 2 have approached the plaintiff's Bank for financial assistance for the purpose of Covid Crop loan and have availed a loan of Rs.35,000/- from the plaintiff Bank on 12.06.2020 under loan A/c No. 42292365016220 and on the same day, they have executed necessary loan documents in favour of Bank promising to repay the said loan amount with interest at 9.00% per annum and as may be revised by the Bank from time to time. They have agreed to pay the penal interest at 2% per annum on the balance amount. The defendants have agreed to repay the said amount with interest within 03 years, but they failed to repay the said loan amount and they become defaulter to the plaintiff Bank. Now, the defendants are liable to pay the present rate of interest at 9.00% + 2.00% per annum as penal interest, in total 11.00% per annum as per the revised rate of interest by the Reserve Bank of India, The defendants have executed letter of revival in favour of plaintiff Bank on 05.05.2023 acknowledging his liability to repay the loan amount due to the plaintiff Bank. As on 12.12.2024, the defendant was found due to the plaintiff Bank for a sum of Rs.52,546/- including unapplied interest towards the Covid Crop loan as per the account extracts, which is being maintained in the usual corse of business as detailed below:-

a) Amount outstanding as on 12.12.2024 in Covid Crop Loan New A/c No. 42292365016220	Rs.52,546/-
b) Interest from 13.12.2024 to upto date at 11.00% p.a.	Rs.2,850/-
c) Typing and contingency	Rs.750/-
Total	**Rs.56,146/-**

In-spite of repeated requests and demands made by the plaintiff Bank, the defendants have not paid the aforesaid amount to the plaintiff Bank. Hence, the plaintiff's Bank has filed this suit.

3. After due service of summons to the defendants, they have not appeared before the court, hence, they were placed exparte.

4. To prove the case of the plaintiff-bank, its Manager by name Sri. Suresh Kumar was examined as PW-1 and produced the documents as Ex.P-1 to Ex.P-8.

5. Heard the arguments of the learned counsel for the plaintiff Bank. Perused the pleadings and the evidences available on record.

6. The following points arise for consideration;

1. Whether the plaintiff-bank is entitled for the suit claim? If so, what is the amount?
2. What Order or Decree?

7. Answers to the above Issues are as under:

Point No.1 : Partly in the Affirmative

Point No.2 : As per final order,
for the following;

REASONS

8. **POINT No.1**:- This suit is for the relief of recovery of money. As per plaint averments, the defendants No.1 and 2 have approached the plaintiff's Bank for financial assistance for the purpose of Covid Crop Loan and have availed a loan of Rs.35,000/- from the plaintiff Bank on 12.06.2020 and on the same day, they have executed necessary loan documents in favour of plaintiff Bank by promising to repay the said amount with interest at 9.00% per annum, the defendants further agreed to pay the overdue interest at 2.00% per annum on the balance amount, the defendants have agreed to repay the said amount with interest within 03 years, but

they failed to repay the said loan amount and later on they become defaulter to the plaintiff Bank and in spite of repeated requests and demands made by the plaintiff's Bank, the defendants failed to repay the loan amount with interest.

9. In order to establish the same, the Manger of the plaintiff-bank has got examined as PW-1. By filing his affidavit by way of examination-in-chief he has deposed about the loan availed by the defendants from the plaintiff-bank for the purpose of Covid Crop Loan, execution of the loan documents, default to repay the loan amount together with interest and the outstanding balance to be paid by the defendants as on the date of suit and produced the documents under Ex.P-1 to Ex.P-8. Among them, Ex.P-1 is the Loan Application, Ex.P-2 is the

Pronote, Ex.P-3 is the Undertaking Letter, Ex.P-4 is the Annexure – Sanction Letter, Ex.P-5 is the Letter of Revival, Ex.P-6 is the Legal Notice, Ex.P-7 is the Postal Receipt and Ex.P-8 is the Statement of Account.

10. On perusal of the pleadings and the evidence produced by the plaintiff-bank, it is clear that the defendants No.1 and 2 availed a loan of Rs.35,000/- for the purpose of Covid Crop Loan, agreed to repay the same with interest at 9.00% per annum and also the penal interest at 2.00% per annum. The Bank account statement under Ex.P-8 reveals the outstanding loan amount payable by the 1st defendant to the plaintiff's Bank as on 12.12.2024 for a sum of Rs.52,546/-. The suit claim is within time and the plaintiff-bank

has proved the suit claim by producing the relevant and cogent evidence.

11. The plaintiff Bank has claimed Rs.750/- towards typing and miscellaneous charges in the plaint. In fact, typing and miscellaneous charges can be permitted while drawing decree as per the Civil Rules of Practice. But, that cannot be granted as claimed in the plaint and that cannot be added to the principal sum and no interest can be charged on the said Rs.750/- at the agreed rate. That amount under the head of typing and miscellaneous charges would not partake the nature of principal sum. Hence, to this extent the claim of the plaintiff cannot be granted and it cannot be held that the defendants are due of a sum of Rs.56,146/- as on the date of the suit. It can be only held that the defendants are due to a

sum of Rs.55,396/- towards principal sum in favour of the plaintiff-Bank as on the date of the suit.

12. On perusal of the documentary evidence it is clear that the loan availed is for the purpose of crop loan and therefore, the plaintiff-bank is entitled for interest by way of current and future interest at the rate of 6.00% per annum on the adjudicated sum, till its realization. Under these circumstances, the plaintiff-bank is entitled for recovery of a sum of Rs.55,396/- and it shall be entitled for current and future interest on the aforesaid amount at the rate of 6.00% p.a. on the adjudicated sum, till the date of realization. Accordingly, **the point under consideration is answered partly in the Affirmative.**

13. **Point No.2:-** In view of the findings on the foregoing issues, the following;

ORDER

Suit is partly decreed with cost.

The plaintiff-bank is entitled to recover a sum of **Rs.55,396/-** and it shall be entitled for current and future interest on the aforesaid amount at the rate of 6.00% p.a. on the adjudicated sum, till its realization.

The defendants No.1 and 2 are together liable to deposit the aforesaid sum together with accrued interest within the period of three months and upon failure, the plaintiff Bank shall be entitled to recover the same as per law.

Draw decree accordingly.

(Dictated to the Stenographer, directly on computer, printout taken by him, corrected and then pronounced by me in the open court, today this 17th day of June-2026)

IRFAN Digitally signed by IRFAN Date: 2026.06.25 17:52:51 +0530

[IRFAN]
Senior Civil Judge,
Kadur.

A N N E X U R E

I List of witnesses examined on behalf of the plaintiff:

PW-1 : Sri. Sureshkumar.

II List of witnesses examined on behalf of defendants:

-NIL-

III List of documents marked on behalf of the plaintiff:

Ex.P.1	:	Loan Application.
Ex.P.2	:	Pronote.
Ex.P.3	:	Undertaking Letter.
Ex.P.4	:	Annexure (Loan Sanction Letter).
Ex.P.5	:	Letter of Revival dated 05.05.2023.

Ex.P.6	:	Legal Notice dated 19.02.2025.
Ex.P.7	:	Postal receipt.
Ex.P.8	:	Account Statement.

IV List of documents marked on behalf of defendants:

-NIL-

IRFAN Digitally signed by IRFAN Date: 2026.06.25 17:52:55 +0530

[IRFAN]
Senior Civil Judge,
Kadur.