

KACM200004872025



**IN THE COURT OF SENIOR CIVIL JUDGE,  
AT KADUR.**

**Dated this the 17<sup>th</sup> day of March – 2026**

**Present :SRI.IRFAN**

*B.A., LL.B.*

Senior Civil Judge & JMFC,

**Kadur,**

Chikkamagaluru District.

**S.C. No.18/2025**

PLAINTIFF:-

Karnataka Grameena Bank,  
Kadur Branch, Kadur Taluk,  
Represented by its Manger -  
Sri. Sureshkumar,  
S/o Shivalingappa,  
Aged about 41 years,  
Branch Manager,  
Karnataka Grameena Bank,  
R/o Kadur Town, Kadur,  
Kadur Taluk,  
Chikkamagaluru District.

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

V/s



- DEFENDANTS:-
1. Sri. Thimmappa,  
S/o Sanna Honnappa,  
Aged about 77 years,  
Agriculturist,
  2. Sri. Ramkumar,  
S/o Thimmappa,  
Aged about 29 years,  
Agriculturist,

Both are R/o Alagatta Village  
at Post, Kadur Taluk,  
Chikkamagaluru District.

**[Exparte]**

Date of Institution of the Suit :	17.09.2025.		
Nature of the suit :	Recovery of Money		
Date of commencement of recording of the evidence :	06.01.2026.		
Date on which the Judgment was pronounce :	17.03.2026.		
Total Duration	Years	Months	Days
	00	06	00

Sd/-  
(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.38,992/- together with court, current and future interest at the rate of 11.00% per annum compounded quarterly, from the date of suit, till the realization of amount.

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

The defendant No.1 and 2 have approached the plaintiff's Bank for financial assistance for the purpose of Covid Crop Loan under A/c No. 42292365014820 and have availed a loan of Rs.29,000/- from the plaintiff Bank on 04.06.2020 and on the same day, they have executed necessary loan documents in favour of plaintiff's Bank promising to repay the said amount with interest at present 9.00 % per



annum and as may be revised by the Bank from time to time. The defendants 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 in 3 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% 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 defendant No.1 has executed Letter of Revival in favour of the plaintiff Bank on 31.05.2023 acknowledging his liability and also for 2<sup>nd</sup> defendant to repay the loan amount due to the plaintiff Bank. As on 04.06.2025, the defendants were found due to the plaintiff Bank a



sum of Rs.37,069/- including un-applied interest towards the Covid Crop Loan as per the account extracts produced along with the plaint and which is being maintained in the usual course of business as detailed below.

a)	Amount outstanding as on 04.06.2025 in Covid Crop Loan New A/c No. 42292365014820	Rs.37,069/-
	Interest from 05.06.2025 to upto date at 11.00% p.a.	Rs.1,173/-
	<b>Total</b>	<b>Rs.38,242/-</b>

In spite of repeated requests and demands made by the plaintiff and even after services of legal notices, the defendants have not paid the aforesaid amount. Hence, 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. Sureshkumar was examined as PW-1 and produced the documents as Ex.P-1 to Ex.P-9.

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.29,000/- from the plaintiff Bank on 04.06.2020 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 in 03 years, but they failed to repay the amount within the period 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 defendant 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 and default to repay the loan amount together with interest and



the outstanding balance to be paid by the defendant as on the date of suit and produced the documents under Ex.P-1 to Ex.P-9. 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, Ex.P-5 is the Letter of Revival, Ex.P-6 is the Notice issued by the plaintiff to the 1<sup>st</sup> defendant, Ex.P-7 is the Legal Notice issued by the counsel for plaintiff Bank to the 1<sup>st</sup> defendant, Ex.P-8 is the Postal Receipt and Ex.P-9 is the Bank account statement.

10. On perusal of the pleadings and the evidence produced by the plaintiff-bank, it is clear that the defendants availed a loan of Rs.29,000/- for the purpose of Covid Crop Loan, agreed to repay the same with interest and also over-due interest at 2.00% per annum. The Bank account



statement under Ex.P-9 reveals the outstanding loan amount payable by the defendant to the plaintiff's Bank as on 04.06.2025 for a sum of Rs.37,069/-. 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.38,992/- as on the date of the suit. It can be only held that the defendants are due to a sum of Rs.38,242/- 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 Covid Crop and therefore, the plaintiff-bank is entitled for agreed rate of 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.38,242/- 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.38,242/-** 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 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 17<sup>th</sup> day of January-2026)

Sd/-  
[IRFAN]  
Senior Civil Judge,  
Kadur.

### **ANNEXURE**

#### **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.  
Ex.P.5 : Letter of Revival dated 31.05.2023.  
Ex.P.6 : Letter issued by the plaintiff Bank to the 1<sup>st</sup> defendant.  
Ex.P.7 : Legal Notice dated 24.02.2025 issued by counsel for plaintiff Bank to the 1<sup>st</sup> defendant.  
Ex.P.8 : Postal receipt.  
Ex.P.9 : Account Statement.

**IV List of documents marked on behalf of defendants:**

-NIL-

**Sd/-**  
[IRFAN]  
Senior Civil Judge,  
Kadur.