KACM210016332025

Form No. 9 (Civil) Title Sheet for Judgment in suits (R P 91)

GOVERNMENT OF KARNATAKA
TITLE SHEET FOR JUDGMENT IN SUITS

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

Dated this 15th day of June 2026

:: PRESENT ::

Sri. MANJUNATHA CHARI D.K., B.A., LL.B.,
I ADDL. CIVIL JUDGE & JMFC.,
KADUR

ORIGINAL SUIT No.248/2025

PLAINTIFF/S: KARNATAKA GRAMIN BANK, Anegere Branch, Kadur Taluk, represented by its Manager Sri. H.R Manjunath S/o H.S Rangappa, aged about 37 years, Branch Manager, Karnataka Gramin Bank, Anegere Branch, R/o Anegere Village at Post, Kadur Taluk, Chikkamagalur District.

(Rep. by Sri. H.M.R., Advocate)

-VS-

DEFENDANT/S: Sri. Vasanth Kumar
S/o Basavaraj,
Aged about 38 years, Agriculturist,
R/o Bittenahalli village, Kanakatte

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Post, Panchanahalli Hobli, Kadur Taluk.

(Rep. by Sri. K.A., Advocate)

Date of institution of the suit	:	22.03.2025
Nature of the suit	:	Recovery of money
Date of the commencement of Recording of the evidence	:	05.03.2026
Date of which the judgment was Pronounced	:	15.06.2026
Total Duration	:	Year/s Month/s Day/s 01 02 23

D K MANJUNATHACHARI

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(MANJUNATHA CHARI.D.K)
I Addl. Civil Judge & JMFC,
Kadur.

J U D G M E N T

The plaintiff-Bank has filed this suit against the defendant for recovery of loan amount of Rs.1,29,423/- with interest at the rate of 13.75% from the date of suit till the date of realization and such other costs.

2. The brief case of the plaintiff-Bank is as follows:

It is averred that the defendant approached the plaintiff bank seeking financial assistance and availed a loan of Rs.50,000/- for the purpose of to Cross breed cows for dairy unit. That the defendant has executed a Terms and conditions and an agreement of mortgage and other loan documents. That the defendant agreed to repay the loan amount with interest at the rate of 11.75% per annum and penal interest of 2% per annum in case of default. The defendant have agreed to repay the said loan amount with interest in 5 years in 60 installments of Rs.833/- along with interest and other charges debited, but the defendant failed to regularize the said the loan amount and they become defaulter to the plaintiff bank. That defendant ought to has repaid the loan amount as agreed upon, but failed to repay the same. That the defendant has executed letters of commitment but failed to repay the loan amount with interest. That the defendant is liable to pay Rs.1,29,423/- with interest as on the date of this suit. That the documents and the loan ledger extracts are produced along with the plaint. Therefore, the plaintiff bank has filed the suit.

3. After filing of the suit, suit summons was issued to the defendant. He appeared his counsel but did not file his written statement.

4. In order to prove the case of the plaintiff-Bank, the Manager of the plaintiff-bank is examined as P.W-1 and got four documents marked as Ex.P-1 to Ex.P-10.

5. Heard the counsel for the plaintiff and perused the records.

6. Now, the points that arise for my consideration are as follows:

1. Whether the plaintiff-Bank is entitled for the relief sought for?

2. What order?

7. My findings on the above points are as follows:

Point No.1 : **In the Affirmative**

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

:: R E A S O N S ::

8. Point No.1:- It is specific case of the plaintiff bank that the defendant borrowed a loan of Rs.50,000/- from the plaintiff bank for the purpose of to Cross breed cows for dairy unit. In consideration of the request of the defendant, the plaintiff bank has sanctioned a loan of Rs.50,000/- for the said purpose. That the defendant has executed all the necessary documents in favor of the plaintiff bank.

9. In order to prove the case of the plaintiff-bank, the Manager of Plaintiff bank namely one Sri. Manjunatha H.R got himself examined as PW-1. He filed his affidavit in lieu of his examination-in-chief and he reiterated the entire plaint averments and got four documents marked as Ex.P-1 to Ex.P-10. Ex.P-1 is the Loan application, Ex.P-2 is the Agreement and sanction memorandum, Ex.P-3 is the Mortgage deed, Ex.P-4 is the Letter of commitment, Ex.P-5 and 6 are the Letter of revival, Ex.P-7 is the Legal notice dated 06.07.2024, Ex.P-8 is the Postal receipt, Ex.P-9 and 10 are the Two Bank account statements of defendant.

10. Further PW-1 in his evidence has deposed that as per the request of the defendant, the plaintiff bank has sanctioned a loan of Rs.50,000/- and that the defendant has executed the necessary documents in favour of the plaintiff bank. That the defendant has agreed to repay the entire loan amount with interest at the rate of 13.75% per annum subject to variation by the head office of the plaintiff bank and penal interest of 2% per annum. P.W-1 deposed that the defendant is due to pay Rs.1,29,423/- as per the ledger extract with current interest at the rate of 13.75% per annum. That the defendant has failed to repay the said loan amount with interest as agreed on being requested and demanded by the plaintiff bank. That the plaintiff bank has maintained the loan accounts properly in connection to the above loan.

11. As per contents of Ex.P-1 to P-8, it could be seen that the defendant has agreed to repay the loan of Rs.50,000/- with interest at the rate of 13.75% per annum. As per Ex.P-9 and 10, it could be seen that the defendant is in due of Rs.1,29,423/- i.e., the suit claim, to be paid as loan amount and interest thereon towards plaintiff bank as on the date of filing this suit.

12. On a combined appreciation of oral evidence of P.W-1 and documentary evidence as mentioned above, it is sufficiently established that the plaintiff bank has sanctioned a loan of Rs.50,000/- to the defendant for Financial assistance for the purpose of To Cross breed cows for dairy unit. Further, the defendant has agreed to repay the loan amount with interest at rate of 13.75% per annum. The plaintiff bank has sought for the recovery of Rs.1,29,423/- with current interest at 13.75% per annum from the date of the suit till its realization. The plaintiff bank, nonetheless, is entitled to recover the loan amount with interest at the current rate of interest.

13. The defendant appeared before the Court through his counsel but he did not choose to contest the case and hence, an adverse inference can be drawn that the defendant has admitted the suit claim of the plaintiff bank. As the defendant has not contested the case, the oral as well as the documentary evidence adduced by plaintiff bank remains unchallenged. In the absence of any evidence to the contrary, there is no reason to disbelieve or discard the evidence of P.W-1 or doubt the genuineness of the documents.

14. As per the terms of Ex.P-1 to Ex.P-8, the defendant is required to pay the loan amount with interest to plaintiff bank. The bank statement produced at Ex.P-9 and 10 also supports the version of P.W-1 that the defendant is liable to pay Rs.1,29,423/- as on the date of filing this suit. Therefore, it is evident that the defendant is liable to pay Rs.1,29,423/- to the plaintiff bank.

15. On appreciation of oral evidence of P.W-1 coupled with documentary evidence, it has been sufficiently established that the defendant has availed loan of Rs.50,000/- from plaintiff bank agreeing to pay an interest of 13.75% per annum. The plaintiff has established that the defendant is due a sum of Rs.1,29,423/- as on the date of filing of the suit. Therefore, the plaintiff bank is entitled to recover the suit claim amount of Rs.1,29,423/- from the defendant with Court cost and current interest at the rate of 13.75% per annum on the principal amount adjudged of Rs.50,000/- from the date of suit till the date of decree and future interest at the rate of 6% per annum on the sum adjudged of Rs.1,29,423/- from the date of decree till realization. In light of the above observations, I have answered Point No.1 in the **Affirmative.**

16. Point No.2: In view of the above discussions and findings, I proceed to pass the following.

:ORDER:

The suit of the plaintiff-Bank is hereby decreed with cost.

The plaintiff-Bank is entitled to recover the suit claim amount of Rs.1,29,423/- from the defendant together with Court cost and current interest at the rate of 13.75% per

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annum on the principal amount of Rs.50,000/- from the date of suit till the date of decree and future interest at the rate of 6% per annum on the sum adjudged of Rs.1,29,423/- from the date of decree till realization.

The defendant is directed to pay the aforementioned amount to the plaintiff-Bank within 30 days from the date of this judgment, failing which the plaintiff bank is at liberty to recover the same by following due procedure established under law.

Draw decree accordingly.

(Dictated to the Stenographer directly on the computer, computerized by her, corrected, signed and then pronounced by me in the open court on this **15th day of June 2026**).

D K MANJUNATHACHARI

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(MANJUNATHA CHARI.D.K)
I Addl. Civil Judge & JMFC,
Kadur.

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ANNEXURE

List of witnesses examined on behalf of plaintiff:

P.W-1 : Sri. Manjunatha H.R.

List of witnesses examined on behalf of defendant: NIL-

List of documents exhibited on behalf of plaintiff:

Ex.P1	:	Loan application
Ex.P2	:	Agreement & Sanction memorandum
Ex.P3	:	Mortgage deed
Ex.P4	:	Letter of commitment
Ex.P5-6	:	Letter of revival
Ex.P7	:	Legal notice dated 06.07.2024
Ex.P8	:	Postal receipts
Ex.P9-10	:	Two Bank account statements of defendant.

List of documents exhibited on behalf of defendants:- NIL

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Date: 2026.06.15 14:52:48 +0530

(MANJUNATHA CHARI.D.K)
I Addl. Civil Judge & JMFC,
Kadur.