KACM210064972025

Form No. 9 (Civil) Title Sheet for Judgment in

GOVERNMENT OF KARNATAKA
TITLE SHEET FOR JUDGMENT IN SUITS

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

Dated this 1st day of July 2026

:: PRESENT ::

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

ORIGINAL SUIT No.904/2025

PLAINTIFF/S: Canara Bank, Sakharayapatna Branch, Kadur Taluk, represented by its Manager Sri. Bharath K.R. S/o Rajegowda K.B., Aged about 33 years, Branch Manger, Canara Bank, Sakharayapatna, R/o Urolpal Village, Hirekolale Post, Kasaba Hobli, Chikkamagaluru Taluk.

(Rep. by Sri. B.M.P., Advocate)

-VS-

DEFENDANT/S:

1. Sri. Shankar Naik
   S/o Neela Naika,
   Aged about 71 years,

2. Sri. Chandrashekar Naik
   S/o Shankar Naik,
   Aged about 44 years,

3. Smt. Jyoti
D/o Shankar Naik,
Aged about 39 years,

4. Smt. Jayabai,
W/o Shankar Naik,
Aged about 39 years,

All are Agriculturist,
R/o Agrahara Tandya Village,
Nagenahalli Post, Sakharayapatana
Hobli, Kadur Taluk, Chikkamagaluru
District.

(Exparte)

Date of institution of the suit	:	01.12.2025
Nature of the suit	:	Money suit
Date of the commencement of Recording of the evidence	:	19.06.2026
Date of which the judgment was Pronounced	:	01.07.2026
Total Duration	:	Year/s 00 Month/s 07 Day/s 00

(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 defendants for recovery of loan amount of Rs.4,36,075.03 with interest at the rate of 11.45% 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 defendants approached the plaintiff bank seeking financial assistance as a Kisan Credit Card loan and availed a loan of Rs.75,000/- under KCCS loan account No.0553840006131 on 30.08.2007. That the defendant has executed an Agreement of hypothecation for agricultural loans and other loan documents. That the defendant agreed to repay the loan amount with interest at the rate of 9.00% per annum and penal interest of 2% per annum in case of default. 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 revival but failed to repay the loan amount with interest. That the defendants is liable to pay Rs.4,36,075.03 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 the service of summons the defendants did not appear. Hence, they were placed Ex-parte.

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-12.

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 : ***I*n the Affirmative**

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

:: <u>R E A S O N S</u> ::

8. **<u>Point No.1</u>**:- It is specific case of the plaintiff bank that the defendant borrowed a loan of Rs.75,000/- under KCCS loan account No.0553840006131 on 23.06.20211. In consideration of the request of the defendant, the plaintiff bank has sanctioned a loan of Rs.75,000/- 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. Bharath K.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-8. Ex.P-1 is the Loan application, Ex.P-2 is the MSES loan application, Ex.P-3 is the DPN, Ex.P-4 to 11 are letter of Revival(No's-8), Ex.P-12 is the Statement of Account.

10. Further PW-1 in his evidence has deposed that as per the request of the defendants, the plaintiff bank has sanctioned a loan of Rs.75,000/- 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 11.45% 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.4,36,075.03 as per the ledger extract with current interest at the rate of 11.45% 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-11, it could be seen that the defendant has agreed to repay the loan of Rs.75,000/- with interest at the rate of 11.45% per annum. As per Ex.P-12, it could be seen that the defendant is in due of Rs.4,36,075.03 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.75,000/- to the defendant for Financial assistance as a Kisan Credit Card Loan. Further, the defendant has agreed to repay the loan amount with interest at rate of 11.45% per annum. The plaintiff bank has sought for the recovery of Rs.4,36,075.03 with current interest at 11.45% 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-11, the defendant is required to pay the loan amount with interest to plaintiff bank. The bank statement produced at Ex.P-12 also supports the version of P.W-1 that the defendant is liable to pay Rs.4,36,075.03 as on the date of filing this suit.

Therefore, it is evident that the defendant is liable to pay Rs.4,36,075.03 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.75,000/- from plaintiff bank agreeing to pay an interest of 11.45% per annum. The plaintiff has established that the defendant is due a sum of Rs.4,36,075.03/- as on the date of filing of the suit. Therefore, the plaintiff bank is entitled to recover the suit claim amount of 1Rs.4,36,075.03/- from the defendants together with Court cost and current interest at the rate of 11.45% per annum on the principal amount adjudged of Rs.75,000/- 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.4,36,075.03/- 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.4,36,075.03/- from the defendant together with Court cost and current interest at the rate of 11.45% per annum on the principal amount of Rs.75,000/- 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.4,36,075.03 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 **1st day of July 2026)**

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

ANNEXURE

List of witnesses examined on behalf of plaintiff:

P.W-1 : Sri. Bharathkumar.

List of witnesses examined on behalf of defendant: - N I L –

List of documents exhibited on behalf of plaintiff:

Ex.P1	:	Loan application
Ex.P2	:	MSES loan application
Ex.P3	:	Agreement of Hypothecation
Ex.P4-11	:	Letter of revival
Ex.P12	:	Bank account statement.

List of documents exhibited on behalf of defendants: - N I L –

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