



Govt. of
Karnataka
[C.R.P. 67]

TITLE SHEET FOR JUDGMENT IN SUITS

Form No. 9 (Civil) Title
Sheet for Judgment
In Suits (R. P. 91)

**IN THE COURT OF THE I ADDL. CIVIL JUDGE & JMFC.,
MUDIGERE**

PRESENT: Smt. Suraksha K.K. B.B.M.,LL.B.,
I Addl. Civil Judge & JMFC.,
Mudigere.

DATED THIS THE 06th DAY OF MARCH 2026

ORIGINAL SUIT NO:55/2025

BETWEEN :

State Bank of India,
Kalasa Branch, Kalasa Taluk,
Represented by its duly authorised
Branch Manager,
Sri.Subramanya.K.P,
Aged about 30 years,
S/o Krishna Pavaskar.S,
R/o Sri Annapoorna Arcade,
Main Road, Kalasa Town and Post,
Kalasa Taluk.

...Plaintiff

(By Sri. G.B.Venkatesh, Adv.,)

AND :

Mr. Arvinda D.,
Aged about 46 years,
S/o Dharanappa,
Prop: Hotel Akshatha,
Main Road, Kalasa,
Kalasa Taluk,
Chikmagaluru District.

... Defendant

(Exparte)

Date of Institution of suit

21.03.2025



Nature of the suit	Recovery of Money		
Date of commencement of evidence	02.03.2026		
Date of closure of the evidence	02.03.2026		
Date of pronouncement of judgment	06.03.2026		
Total duration:	Years, 00	Months, 11	Days. 13

(Suraksha K.K.)

I Addl. Civil Judge & JMFC.,
Mudigere.

JUDGMENT

This is a suit filed by the plaintiff bank for the relief of recovery of a sum of ₹2,46,088-04 from the defendant with current interest at the rate of 10.80% p.a. from 12.02.2025 till realization and also for costs.

2. The averments of the plaint in brief as follows:

It is the case of the plaintiff bank that on 01.08.2016 and on 10.08.2016 the defendant has made an application for availment of loan amount of ₹2,50,000/- for business purpose and the defendant has also agreed to pay interest @ 11.60% per annum and also agreed to subject to variation of interest as per the direction of the RBI in the above loan.

3. During the sanctioning of the loan the defendant has also agreed to repay the amount within 60 monthly installments of ₹5,449/- per month from the date of 10.08.2016. After availing the loan the defendant has committed default in paying the loan amount



and interest as agreed by him. Even inspite of repeated request, personal approach and demand made by the plaintiff bank the defendant has not paid any amount to the plaintiff bank and the defendant has also failed to reply the notice issued by the plaintiff bank seeking to repayment of the loan availed by the defendant. Accordingly, prayed for decree the suit as sought for.

4. In spite of service of suit summons, the defendant has not appeared before this court. Hence, this Court placed them exparte.

5. In view of the above pleadings of the plaintiff bank, the following points arise for consideration.

1. Whether the plaintiff bank proves that the defendant has availed loan of ₹2,50,000/- for business purpose by executing necessary loan agreement, dated 10.08.2016, by agreeing to repay the said amount along with interest at the rate of 11.60% p.a.?

2. Whether the plaintiff bank is entitled for the relief as sought for?

3. What order or decree?

6. In order to prove the plaintiff's case, its manager Subramanya.K.P examined himself as PW1 and got marked documents at Ex.P1 to 6 and closed his side. On the other side the defendant placed exparte. Hence the oral and documentary evidence of defendant taken as nil.

7. Heard arguments of plaintiff bank and perused the materials placed on record. Now, the findings of the Court to the above points are as follows:

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



Point No.2 : **In the Affirmative**

Point No.3: As per the final order
for the following

REASONS

8. Point No.1: The present suit has been filed by the plaintiff bank by stating that on 10.08.2016 the defendant have availed a loan of ₹2,50,000/- for business purpose from the plaintiff bank by agreeing to repay with interest at the rate of 11.60% p.a. in 60 monthly installments of ₹5,449/- per month. After availment of loan, even in spite of repeated request and personal approach made by the plaintiff bank the defendant has not paid any amount to the plaintiff bank and failed to reply the notice issued by the plaintiff bank with regard to the payment of loan amount.

9. In order to substantiate their case the plaintiff bank has examined one Sri. Subramanya.K.P who is the manager of plaintiff bank as PW1 and also marked Ex.P1 to 6. Ex.P1 is letter of arrangement wherein it disclose that the plaintiff bank has intimated the defendant about the sanctioning of amount seek by the defendant. Ex.P2 agreement of loan cum hypothication executed by defendant, Ex.P3 to 5 are revival letters dated 10.07.2019, 10.06.2020, and 03.05.2023 where the defendant has assured regarding the payment of loan amount and Ex.P6 is the computerized certified copy of bank account statement of the defendant wherein it disclose that there is outstanding balance of ₹2,45,588-04/- as on the date of 11.02.2025.

10. On the other hand, even in spite of repeated issuance of suit summons defendant never made any attempt to appear before the Court in order to disprove the case of the plaintiff bank hence



this Court has placed him *exparte*. The assertion made by the plaintiff and the oral and documentary evidence produced by the plaintiff stand unchallenged and no materials found to disbelieve the case of the plaintiff. Further the PW1 has not been subjected to cross-examination. Evidence of PW1 stood unrebutted and the documents produced by him are to be accepted as true and correct one. For these reasons, absolutely there is nothing on record to prove that the defendant has repaid the suit loan. On the other hand, the plaintiff-bank has sufficiently proved its case with regard to advancement of suit loan and execution of Ex.P.1 to 6 by the defendant, agreeing to repay the loan with interest at the rate of 11.60% per annum and also with regard to default committed by the defendant in re-payment of said loan, as per the terms and conditions mentioned in said loan agreement. Therefore this Court has answered the point No.1 **in the Affirmative.**

11. Point No.2: On the basis of above discussion on point No.1 the plaintiff bank has proved that the defendant has availed a loan of ₹2,50,000/- by agreeing to pay the rate of interest at 11.60% per annum and in default he have also agreed to pay the loan amount as per the terms and conditions mentioned in said loan agreement. The plaintiff has also produced Ex.P3 to 5 in order to acknowledge the request and approach made by the plaintiff bank against the defendant. Ex.P6 is the computerized certified copy of bank statement of defendant in order show that on 11.02.2025 the defendant bank account was having outstanding balance of ₹2,45,588-04/-.

"As per Section 4 of the Bankers' Books Evidence Act wherein it is stated that a certified copy of any entry in a bankers book shall in all legal proceedings be received as prima facie evidence of the existence of such entry, and shall be



admitted as evidence of the matters, transactions and accounts therein recorded in every cases where and to the same extent as the original entry itself is now by law admissible”.

12. On considering the above provision the document produced by the plaintiff bank in the case on hand i.e., Ex.P6 clearly shows that the defendant bank account was having outstanding balance of ₹2,45,588-04/- as on the date of the suit. In counter no contradiction has been proved and there is no materials on record to disbelieve the assertion made by the plaintiff bank. The plaintiff bank has establish that the defendant has availed a loan amount of ₹2,50,000/- by agreeing to pay the same with rate of interest at 11.60% per annum and in default he has also agreed to repay the loan amount as per the terms and conditions mentioned in said loan agreement and it could also seen from the material available on record that the defendant bank account was having outstanding balance of ₹2,45,588-04/- as on the date of the suit. Therefore this court answer the point No.2 **in the Affirmative.**

13. Point No.3: In view of the foregoing discussion on points No.1 and 2, this court proceed to pass following:

ORDER

The suit of the plaintiff bank is hereby decreed with costs against the defendant.

It is ordered that the defendant is hereby directed to pay a sum of ₹2,46,088-04/- to the plaintiff bank along with interest @ 6% p.a. compounded monthly from the date of the suit till realization.



Draw decree accordingly.

(Dictated to the Stenographer, typed by him over the computer, corrected and then pronounced by me in the open court on this the 06th day of MARCH 2026, at Mudigere)

(Suraksha K.K.)
I Addl. Civil Judge & JMFC,
Mudigere.

ANNEXURE

LIST OF WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF:-

PW.1 : Subramanya.K.P

LIST OF DOCUMENTS MARKED ON BEHALF OF THE PLAINTIFF:-

Ex.P1 : Letter of arrangement

Ex.P2 : Agreement of loan cum Hhypohtication aggrement

Ex.P3 to 5 : Letters of revival

Ex.P6 : Loan account statements

LIST OF WITNESSES EXAMINED ON BEHALF OF THE defendant:-

-Nil-

LIST OF DOCUMENTS MARKED ON BEHALF OF THE defendant:-

-Nil-

(Suraksha K.K.)
I Addl. Civil Judge & JMFC,
Mudigere.

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