KACN030005462025

IN THE COURT OF PRL. CIVIL JUDGE, & JMFC.,AT

CHAMARAJANAGARA

Dated this 23rd day of June 2026

: **PRESENT**:

SMT. SMITA NAGALAPUR., B.A.LL.B,
PRL. CIVIL JUDGE & JMFC.,
CHAMARAJANAGARA

OS.No.66/2025

PLAINTIFF/s : **Bank of Baroda,**
a Corporation constituted under
the banking companies (acquisitions
and Transfer of Undertakings) Act of
1970 having its head Office at
Mandvi, Baroda and a branch
office at Venkatayyanachathra,
Chamarajanagar Taluk,
represented by its Manager,

(By Sri. K.S.G., Advocate)

V/s

DEFENDANT/s :

1. **Nagarathnamma,**
W/o Basavanna,
Aged about 45 years,

2. **Basavanna,**
S/o Late Channanjappa,
Aged about 54 years,
All are R/at,
Attugulipura Village,

Chandakavadi Hobli,
Chamarajanagar Taluk.

(By Sri. A.S.S.R., Advocate)

Date of institution of the suit	**20.02.2025**		
Nature of the suit	**Money Suit**		
Date of commencement of recording of evidence	**09.04.2026**		
Date on which the Judgment was pronounced	**23.06.2026**		
TOTAL	**YEAR**	**MONTH**	**DAY**
	01	**04**	**03**

PRL. CIVIL JUDGE & JMFC.,
CHAMARAJANAGARA

: J U D G M E N T :

The present suit is filed by the plaintiff against the defendants for recovery of sum of Rs.4,73,494/- along with interest @ 11.5% P.A. till its realization.

SCHEDULE

The agricultural properties situated at Attugulipura Village, Chandakavadi Hobli, Chamarajanagar Taluk, bearing Sy.No.46/3, 75/2 and 76/2 measuring 2 acre, 2.30 acre and 1.38 acres of land respectively, have common boundaries bounded on East by land of Government Road, West by land of Subbanna, North by land of Subbanna and South by land of Mahesh.

2. The facts of the case in brief are as follows:

The first defendant approached plaintiff bank at their branch at Venkatayyanachathra Village along with the defendant No.2 for loan for purpose of production of crops in her land. The defendant No.1 executed a registered simple mortgage upto limit of Rs.3,00,000/- in favour of the plaintiff bank on 17.02.2020 in respect of suit schedule properties as security. The plaintiff bank having considered the request, sanctioned the crop loan of Rs.3,00,000/- to the defendant No.1 on 28.02.2020.

3. The defendant No.1 and 2 have jointly executed hypothication agreement, Demand promissory note, on 28.02.2020 in favour of plaintiff bank. The defendants have agreed to repay the said loan within a year along with the interest at the rate of 8.4% p.a. compounded half yearly rest, subject to periodic changes and also agreed to pay 2% penal interest in case of default. But they failed to repay the loan amount as per the repayment conditions. The defendants were reminded several times to repay the loan amount and the outstanding balance of Rs.4,72,494/- as per the statement of account dated 27.01.2025. Hence this suit filed by the plaintiff for recovery of money.

4. The suit summons served on the defendants. The defendants appeared through their counsel but did not file written statement.

5. The plaintiff led its evidence, the Manager of the plaintiff examined as PW.1 and filed his affidavit in lieu of his examination-in-chief by reiterating the contents of the plaint and got marked documents at Ex.P.1 to Ex.P.4.

6. Heard the arguments of the learned counsel for the plaintiff.

7. The points that arise for my consideration are :

1. Whether the plaintiff proves that the defendants are jointly liable to pay the sum of amount of Rs.4,73,494/- with interest 11.5% per annum ?
2. Whether the plaintiff is entitled for relief as sought?
3. What Order or Decree?

8. My answer to the above points are as under;

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

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

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

: R E A S O N S :

9. **POINT No.1 and 2:-** As point No.1 and 2 are interconnected with each other, they are taken up together for discussion.

To prove its claim, the plaintiff examined its Manager one Nagendra as PW.1 and he reiterated the averments of the plaint, got marked documents Ex.P.1 to Ex.P.4. Ex.P.1 is the Simple Mortgage Deed, Ex.P2 is the Loan Hypothication agreement, Ex.P3 is the Demand Promissory Note, Ex.P4 is the Account Statement.

10. In the examination-in-chief, the PW.1 stated that he is working as a Manager of plaintiff's bank. The P.W.1 stated that he is deposing before the court on the basis of documents. Further facts are nothing but reiteration of plaint. The defendants failed to cross examine the witness. The plaintiff specifically pleaded in its plaint and and it has been clearly shown the purpose of loan in Ex.P.1 to 4. The said document reveals that, the defendants are well aware about payment due towards the bank. If the defendants have defence as they have not executed such documents, the defendants should file their written statement and lead their evidence by entering into witness box. The defendants failed to elicit the facts with regard to creation of documents by cross examining the PW.1. Hence the evidence led by the plaintiff become unchallenged.

11. After going through pleadings of the plaint there is no dispute with regard to borrowing of loan from the plaintiff. This court can compare the signatures of the person as per Sec.73 of Indian Evidence Act and it has been compared the signatures of the defendants which are similar. They are joint borrowers and they are jointly liable for repayment.

12. On perusal of the Ex.P1 simple mortgage deed and Ex.P2 Loan Hypothecation agreement executed by the defendants, it is clear shows that, the Plaintiff bank has sanctioned Rs.3,00,000/- to the Defendants in favour of Plaintiff bank on 17.02.2020 and 28.02.2020 respectively which proves that, the Defendants agreed to repay the loan amount within a year along with interest at the rate of 8.4% and 2% penal interest. Ex.P3 is On demand Promissory Note executed by the defendant No.1 and 2 on 28.02.2020 in favour of the Plaintiff bank to get loan. The Ex.P4 is the Loan Account statement which proves that, the Defendants are due of Rs.4,72,494/- as on 27.01.2025. After considering the evidence and documents on record, it appears that, on the application of defendants for Rs.3,00,000/- was sanctioned by the plaintiff. Accordingly, defendants executed the loan documents. Hence, the defendants are jointly liable to pay principal amount with interest and over due interest as claimed by the plaintiff.

13. By considering all the above, it is clear that defendants borrowed a loan from plaintiff bank and they defaulted in repayment. As such plaintiff bank has cause of action to file this suit and it has been filed within time. The said amount is public money and the defendants are jointly liable to repay the loan amount as agreed upon with interest and penal interest. Therefore, it is just and necessary to consider the current and future interest as prayed by the plaintiff till filing of suit. The provisions of Sec.34 of C.P.C. will attract in respect of future interest. I am of the opinion that the defendants are jointly liable to pay interest from the date of filing of suit to till the realization as agreed by them. Hence, I answer point No.1 and 2 in the **AFFIRMATIVE**.

14. **POINT No.3:-** In the light of the above discussion, I proceed to pass the following;

ORDER

The suit filed by the plaintiff is decreed with cost.

It is ordered and decreed that, defendants are liable to pay a sum of Rs.4,73,494/- (Rupees Four Lakh Seventy three thousand four hundred and Ninety four only) to the plaintiff, with interest @ 11.5% p.a. from the date of suit to till the date of decree and future interest at 6% p.a. from the date of decree to till the date of realization.

If the defendants fail to pay the decreetal amount along with interest within four months the plaintiff bank is entitled to apply for sale of mortgage properties in accordance with law.

Draw Preliminary decree accordingly.

(Dictated to the Stenographer directly on the computer, computerized by her, corrected and then pronounced by me in the open court on this the 23rd Day of June 2026).

(Smita Nagalapur)
PRL. CIVIL JUDGE & JMFC.,
CHAMARAJANAGARA

A N N E X U R E

The list of witnesses examined on behalf of Plaintiff:

P.W.1 : Nagendra

The list of witnesses examined on behalf of Defendants:-

- NIL -

The list of documents exhibited on behalf of the Plaintiff:-

Ex.P.1	:	Simple Mortgage Deed
Ex.P.2	:	Loan Hypothecation Agreement
Ex.P.3	:	On demand Promissory note
Ex.P.4	:	Bank Statement

The list of documents exhibited on behalf of Defendants: -

- NIL -

PRL. CIVIL JUDGE & JMFC.,
CHAMARAJANAGARA