

KADG210007422025



Presented on : 24-10-2025
Registered on : 24-10-2025
Decided on : 13-03-2026
Duration : 0 years, 4 months, 20 days

**IN THE COURT OF THE SENIOR CIVIL JUDGE & J.M.F.C.
AT:CHANNAGIRI**

Present:
Soubhagya.B.Bhusher
B.A.,LL.M

**Senior Civil Judge & JMFC.,
Channagiri**

DATED; THIS THE 13th DAY OF MARCH 2026

S.C.NO.23/2025

PLAINTIFF : The Manager, Karanataka Gramina Bank,
Hirekogaluru Branch, Tq:Channagiri,
Dist: Davanagere, R/by Branch Manager,
Sri.Shashikantha Kamble S/o Somaling
Kamble.

(By Sri.S.Prasanna Kumar.,Adv.,)

V/s

DEFENDANT Laxmamma W/o Ragnappa, Age:70 years,
Occ: Agriculturist, R/o: Giriyapura Village,
Santhebennuru Hobli, Tq:Channagiir.

(Ex-parte)

Date of Institution of Suit.	24.10.2025		
Nature of Suit.	Small Causes		
Evidence commencement date.	27.02.2026		
Date of Judgment.	13.03.2026		
Total Duration.	Year	Month	days
	00	4	20

(Soubhagya.B.Bhusher)
Senior Civil Judge & J.M.F.C.,
Channagiri

JUDGMENT

The present suit is filed by the plaintiff's bank for recovery of Rs.50,499/- together future interest at the rate of 12.% p.a., with penal interest at the rate of 2% p.a., from the date of suit till realization of entire amount and such other reliefs.

2. Brief case of the plaintiff's is that;

The plaintiff's bank is a body corporate constituted and functioning under the regional rural bank Act 1976, (Act No.21 of 1976) having its head office at 32 Sanganakal Road, Gandhinagar Bellary and having branch office among other places by Hirekotaluru branch, Tq:Channagiri. The plaintiff bank is represented by duly constituted attorney the branch manager

of the said branch who is conversant with facts of the case, and who is also authorized to sign and verify the plaint. The Pragathi Krishna Gramin Bank and Karnataka Vikas Bank are amalgamated and its renewed as Karnataka Grameena Bank as per government gazette notification No.CG-D-E-07042025-262329 dated 07.04.2025.

3. It is stated that the defendant has approached the plaintiff bank for financial assistance for the purpose of KCC loan scheme. The plaintiff bank has sanctioned the amount of Rs.40,000/- and the defendant had borrowed the amount by executing loan application and other documents for KCC loan on 22.09.2020 by agreed for the terms and conditions mentioned therein. Further the defendant had agreed to pay interest at the rate of Rs.12% p.a., with panel interest at 2% p.a. and agreed for the repay the loan amount renewed for every year. In spite of repeated demands and the request the defendant has not cared to pay the loan amount. Hence, the plaintiff bank has issued a legal notice to the defendant through the registered post. The said legal notice is duly served to the defendant. The defendant executed the letter of revival on 20.10.2022. But she became a defaulter. Hence, the plaintiff has filed this suit.

4. In response to the summons, the defendant is remained absent and placed ex-parte.

5. The plaintiff's bank in order to prove its case, have examined its Branch Manager as PW.1 and got marked 12 documents at Ex.P.1 to 12.

6. Heard the argument and perused the material placed on record. The following points that arise of consideration;

1. Whether the plaintiff's bank is entitled for the relief as sought for?
2. What order or decree?

7. My answers to the above points 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: The manager of the plaintiff's bank has given oral evidence to prove the present case. In support of the oral evidence, the documentary evidence is also let in. Of-course, both oral and documentary evidence has remained unchallenged and undisputed.

9. However, based on this evidence, it is to be seen whether the defendant has borrowed a loan of Rs.40,000/- for KCC loan from the plaintiff's bank. In this regard, I have looked into Ex.P.1 to 7. On careful examination of these documents what is noticed that the defendant has applied for KCC loan of Rs.40,000/- and the same was sanctioned. The plaintiff's bank has also got issued a legal notice to the defendant demanding for repayment of loan dues as per Ex.P.8. Ex.P.9 is the postal receipt. Ex.P.10 is the postal acknowledgment. Ex.P.11 is the

RTC. Ex.P.12 is the account statement ledger extract. On perusal of Ex.P.12 it shows that the defendant has not paid and is in due of Rs.48,499/-. This document further discloses and confirms that as on 22.09.2020 to 10.10.2025 the balance payable by the defendant was Rs.48,499/-. Hence, the plaintiff's bank is entitled for an amount of Rs.48,499/-. The Section 4 of Bankers' Books Evidence Act and according to Section 34 of Evidence Act, the books of accounts maintained in regular course of business are presumed to be correct unless contrary is proved. The Hon'ble Supreme Court in a decision reported in 2013 AIR (Civil) 99, has reiterated that aspect. But the defendant has not come forward and proved the contrary. Though the suit summons was served on the defendant not appeared before this Court and not filed any written statement. Hence, the evidence of PW.1 has remained unchallenged. There is also no rebuttal evidence placed by the defendant to disbelieve the case of the plaintiff. The oral and documentary evidence has proved the plaint averments. From the ledger extract at Ex.P.12 it reveals that the defendant is in due of Rs.48,499/-. The defendant has also executed the documents. Therefore relying upon the aforesaid discussions, this Court is the opinion that the plaintiff Bank is entitled for the relief. Hence, I answer point No.1 partly in the Affirmative.

10.POINT NO.2: In view of forgoing reasons, I proceed to pass the following;

ORDER

The suit of the plaintiff is hereby partly decreed with cost.

It is ordered and decreed that the defendant is liable to pay a sum of Rs.48,499/- to the plaintiff's bank with interest at 6% p.a., from the date of decree till its realization with monthly rests.

Draw Decree accordingly.

(Dictated to the stenographer directly on computer, typed by her, corrected by me and then pronounced in the open court on this the 13th day of March 2026)

**(Soubhagya.B.Bhusher)
Senior Civil Judge & JMFC
Channagiri**

ANNEXURES

LIST OF WITNESS EXAMINED BY THE PLAINTIFF:

PW.1 Shashikanth Kamble.

LIST OF DOCUMENTS MARKED BY THE PLAINTIFF:

Ex.P.1 Loan application.
Ex.P.2 Memorandum of agreement.
Ex.P.3 Letter of request of overdraft specialties.
Ex.P.4 Loan sanction conveying letter.
Ex.P.5 Under taking letter.
Ex.P.6 Form No.3.
Ex.P.7 Letter of revival.

Ex.P.8	Legal notice.
Ex.P.9	Postal Receipt.
Ex.P.10	Postal Acknowledgment.
Ex.P.11	RTC.
Ex.P.12	Ledger extract.

LIST OF WITNESS EXAMINED BY THE DEFENDANT:

-Nil-

LIST OF DOCUMENTS MARKED BY THE DEFENDANT:

-Nil-

**Sr. Civil Judge & J.M.F.C
Channagiri**