

KADG210008752025



Presented on : 16-12-2025
Registered on : 16-12-2025
Decided on : 13-03-2026
Duration : 0 years, 2 months, 28 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

O.S.NO.240/2025

PLAINTIFF

The Manager, Karnataka Gramina Bank
Hirekogaluru Branch, Tq: Channagiri, Dist:
Davanagere, R/by its Branch Manager,
Shashikanth Kamble S/o Somaling Kamble

(By Sri.S.Prassankumar.,Adv.,)

V/s

DEFENDANTS

1. Rudresha S/o K Somashekarappa, Age:
36 years, Occ: Agriculturalist.

2. Ambika K.S. W/o Suresha M, Age: 35 years, Occ: Agriculturalist, Both are R/o: Hirekogaluru, Santhebennuru Hobli, Tq:Channagiri.

(Exparte)

Date of Institution of Suit.	16.12.2025		
Nature of Suit.	Recovery of Money		
Evidence commencement date.	21.02.2026		
Date of Judgment.	13.03.2026		
Total Duration.	Year	Months	days
	00	02	28

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

JUDGMENT

The present suit is filed by the plaintiff's bank against the defendants for recovery of Rs.5,09,600/- together future interest at the rate of 12% p.a., with panel interest 2% p.a., from the date of suit till the realization of entire amount and such other reliefs.

2. Brief case of the plaintiff is that; The plaintiff Bank is

a body corporate constituted and functioning under the regional rural banks Act 1976, (Act No.21 of 1976) having its head office at 32 Sanganakal Road, Gandhinagar Bellary and having branch office among other places at Hirekogaluru branch, Tq:Channagiri, Dist: Davanagere. The Pragathi Krishna Gramina Bank and Pragathi Krishna Gramina Bank are amalgamated and its renewed as 'Karnataka Gramina Bank' as per Central Government Gazette Notification No.CG-DL-E-07042025-262329 dated: 07.04.2025.

3. It is stated that the defendant No.1 is a loan borrower and the defendant No.2 is co-obligant. They have approached the plaintiff bank for financial assistance for the purpose of Agri crop loan from KCC loan scheme (planting of arecanut). The plaintiff bank has sanctioned the amount of Rs.2,00,000/- on 04.11.2017 and the defendants have executed loan application and other documents for the KCC loan scheme by agreed for the terms and conditions mentioned therein. The defendants have agreed to pay interest at the rate of 12% p.a. with panel interest at 2% p.a. and agreed for the repayment of the loan amount renewed for every year. Thereafter the defendants have failed to repay the loan amount and they became defaulter. Hence, the plaintiff bank had issued a legal notice to the defendants through registered post on 27.10.2025. The said notice was duly served to the defendants and they have no reply. In spite of repeated demand and request the defendants are not cared to repay the said loan amount. Hence, the

defendants are jointly and severally liable to discharge the debt to the plaintiff bank. Hence, the plaintiff constrained to file this suit.

4. In response to the summonses, the defendants are not appeared before the court. Hence, they were placed ex-parte.

5. The plaintiff bank in order to prove its case, have examined its Branch Manager as PW.1 and 8 documents were marked at Ex.P.1 to 8.

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 branch 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 No.1 is a principal borrower and the

defendant No.2 is a co-obligant. On perusal of the documents it reveals that the defendant No.1 and 2, have approached the plaintiff bank for financial assistance for the purpose of Agri crop loan on 04.11.2017 for Rs.2,00,000/-. Accordingly the plaintiff has sanctioned the said loan to them. The defendants have executed necessary documents such as a loan application, memorandum of agreement for crop loan, request for over draft specialties, undertaking letter and letter of revivals as per Ex.P.1 to 5. The plaintiff bank also issued notice to the defendants as per Ex.P.7. Ex.P.8 is the account statement ledger in respect of loan account. On perusal of Ex.P.8 it shows that the defendant No.1 and 2 have not paid the amount and is in due of Rs.5,07,599.26. This document further discloses and confirms that as on 04.11.2017 to 01.12.2025 the balance payable by the defendant No.1 and 2 of Rs.5,07,599.26. Hence, the plaintiff's bank is entitled an amount of Rs.5,07,599.26. 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. Though the suit summonses were served on the defendants, but they have not appeared before this Court and not filed any written statement. Further the defendants have not come forward and proved the contrary. Hence, the evidence of PW.1 has remained unchallenged. There is also no rebuttal evidence placed by the defendants to disbelieve the case of the plaintiff. The oral and

documentary evidence has proved the plaint averments. From the ledger extract at Ex.P.8 it reveals that the defendants are in due as a sum of Rs.5,07,599.26. The defendants are also executed the documents. Therefore, relying upon the aforesaid discussions, this Court is the opinion that the defendants are jointly and severally liable to pay the said amount. Hence, the plaintiff's 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;

ORDERS

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

It is ordered and decreed that the defendants are jointly and severally liable to pay Rs.5,07,599.26 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, the transcript revised by me and then pronounced in the open court on this the 13th day of March-2026)

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

ANNEXURES

LIST OF WITNESSES EXAMINED FOR PLAINTIFF:

PW.1 Shashikantha Kamble.

LIST OF DOCUMENTS MARKED FOR PLAINTIFF:

Ex.P. 1 Loan application.

Ex.P.2 Memorandum of agreement.

Ex.P.3 Under taking letters.

Ex.P.4 Letter of request for overdraft specialties.

Ex.P.5 & 6 Letter of revivals.

Ex.P.7 Office copy of legal notice.

Ex.P.8 Account statement.

LIST OF WITNESSES EXAMINED FOR DEFENDANTS:

-Nil-

LIST OF DOCUMENTS MARKED FOR DEFENDANTS:

-Nil-

**Senior Civil Judge & J.M.F.C.,
Channagiri**