



Presented on : 06-09-2025
Registered on : 06-09-2025
Decided on : 15-07-2026
Duration : 0 years, 10 months, 9 days

IN THE COURT OF THE II ADDL. CIVIL JUDGE & JMFC, CHANNAGIRI.

**PRESENT : Sri. Vajresha,
B.A. L.L.B.
II Addl. Civil Judge & JMFC,
Channagiri.**

DATED THIS THE 15th DAY OF JULY 2026

ORIGINAL SUIT NO.311/2025

Plaintiff. : The Manager
Karnataka Grameena Bank
Hirekogaluru branch,
Channagiri Taluk,
Davanagere District.
Represented by Manager;
Shashikanth Kamble,
S/o Somaling Kamble.

(By Shri. S. Prasanna Kumar, Advocate)

V/s.

Defendants. 1. Hanumanthappa
S/o Kariyappa,
Aged about 55 years,
2. M.Siddappa
S/o Madappa,
Aged about 50 years,
Both are R/at Jakkali Village,
Santhebennur Hobli,
Channagiri Taluk.

(Ex-parte)



JUDGMENT

The plaintiff bank has filed this suit for recovery of an amount of Rs.2,01,022/- along with future interest at the rate of 12.5% p.a. with 2% of panel interest compounded half yearly from the date of suit till the realization along with costs and such others.

2. The brief averments of the plaint is as under:

The plaintiff bank is the body corporate constituted and functioning under the regional Rural Banks act 1976 having its Head Office at 32 Sanganakal Road, Gandhinagar, Bellary and having branch office at Hirekogaluru Branch, Channagiri Taluk, Davanagere District. The Manager of the Bank has been authorized by the plaintiff Bank to file the suit etc.

3. The defendant No.1 as loan borrower and defendant No.2 as a guarantor have approached the plaintiff bank for Agri-land development loan from term scheme, accordingly the plaintiff Bank sanctioned and paid loan of Rs.1,00,000/- at the rate of 12.5% p.a. with panel interest at 2% p.a. to defendant No.1 on 13.07.2017 through its loan account 87015315077817. The defendants have borrowed loan by executing loan application and other documents. The defendant No.2 stood as guarantor to the said loan amount. Defendants have also agreed to abide by the terms and conditions contained in the said documents. The defendants have agreed to repay the said loan amount and also agreed to renew the loan for every year. The plaintiff bank maintained the account of defendant



No.1. The defendant No.1 executed the letters of revival on 12-06-2020 and 02-03-2023. The defendants have failed to pay the loan amount as such they were issued the legal notice on 15.03.2025. The legal notice duly served. In spite of service of notice the defendants have failed to pay the loan amount. The defendants are liable to pay plaintiff bank for a sum of Rs.2,01,022/- as on the date of filing of the suit along with miscellaneous charges. In spite of the repeated demands made personally and through notice by the plaintiff Bank, the defendants did not repay the said loan amount. Hence they have become defaulter. Thus the plaintiff Bank has constrained to file this suit against defendants for the recovery of suit amount.

4. After registered the case summons issued to defendants. In response to the summons the defendants have failed to appear before the court. Hence, my predecessor in office has placed the defendants are ex-parte.

5. The Manager of the plaintiff bank by name Sri.Shashikanth Kamble has examined himself as PW.1 and got marked 13 documents as Ex.P1 to P13 and closed his side. As the defendants were placed ex-parte no cross examination and no defense evidence.

6. Heard the arguments.

7. The following points that arise for my consideration are:



1. Whether the plaintiff bank proves that the defendant No.1 has obtained loan for sum of Rs.1,00,000/- by executing Deed of Hypothecation Cum agreement Letter of Undertaking and defendant No.2 is guarantor of the said loan?
 2. Whether plaintiff bank proves that the defendants have agreed to repay the said loan along with accrued interest at the rate of 12.5% p.a. with panel interest at the rate of 2%?
 3. Whether the plaintiff bank proves that the defendants have failed to repay the loan amount as agreed?
 4. Whether the plaintiff bank is entitled for the suit claim?
 5. What order or decree?
8. For the above points my findings are as under:

Point No.1: In the affirmative.

Point No.2: Partly affirmative.

Point No.3: In the affirmative.

Point No.4: In the affirmative.

Point No.5: As per the order below for the following:

REASONS

9. **Point No.1 & 3:** These points interlinked to each other. Hence these two points taken together for common discussion to avoid the repetition of the facts and evidence. It is the case of the plaintiff bank that the defendant No.1 has



obtained Agri-land development loan of Rs.1,00,000/- from plaintiff bank under term loan scheme at Hirekogaluru branch by executing several documents and agreed to repay the loan along with interest and also agreed to abide the terms and conditions imposed by the plaintiff bank. It is the further case of the plaintiff bank that the defendant No.2 is the guarantor of the said loan.

10. In order to establish the claim, the plaintiff bank manager examined himself as PW1 by filing examination in chief Affidavit and got Marked 13 documents as Ex.P1 to Ex.P13. The PW1 has reiterated the plaint averments in his evidence affidavit. Ex.P1 is the application form for loan. Ex.P2 is the memorandum of agreement, Ex.P3 is the PSAL sanction memorandum. Ex.P4 is the simple mortgage deed. Ex.P5 is the undertaking letter. Ex.P6 is the letter of attestation. Ex.P7 and 8 are letter of revivals, Ex.P9 is the legal notice. Ex.P10 is the postal receipt. Ex.P11 is account Statement (loan particulars). Ex.P12 is the RTC of Sy.No.68 for the year 2025-26. Ex.P13 is the MR No.T19/2025-26.

11. The Ex.P1 to Ex.P13 clearly shows that, the defendants have executed simple mortgage deed Cum agreement and were obtained loan for sum of Rs.1,00,000/- at the rate of 12.5% p.a. and agreed to abide by the conditions imposed by the plaintiff bank and further agreed that, the defendants are liable to the said transaction. As per Ex.P11 account statements an amount of Rs.1,96,759/- due in the loan account of defendant No.1. These documents shows



that the defendants have obtained the loan as per conditions of the bank. At the outset, it is worth to note that under Section 28 of the Bharatiya Sakshya Adiniyam, 2023, when the plaintiff sues defendant for recovery of money and shows entries of accounts that, the defendant has paid the money and how much more to be paid by him, the entries in the document are relevant. The plaintiff, being the bank has provided sufficient evidence to prove the debt of the defendants. The plaintiff's bank has carried out the procedures provided under civil procedure code for the purpose of serving summons to the defendants. Even after following due process the defendants have remained absent and were placed ex-parte. As such the evidence led by the plaintiff's bank remain unchallenged and undisputed. If the defendants have not obtained any loan from the plaintiff bank, after service of summons certainly they would have appeared before the court and contest the case. But defendants have failed to appear before the court. When the defendants failed to appear before the court to deny the claim of plaintiff, an adverse inference can be drawn that they have obtained loan. The unchallenged piece of oral testimony of PW1 coupled with Ex.P1 to Ex.P13 goes to establish the case of the plaintiff. In spite of service of summons, the defendants have not appeared before this court. The oral and documentary evidence of PW1 remain unchallenged. In the absence of contra evidence I have no other options to accept the oral and documentary evidence of plaintiff bank.



12. The plaintiff bank has submitted all the relevant documents with respect to loan availed by the defendants. The documents produced by the plaintiff's bank are relevant to arrive at an opinion that the defendants have obtained the loan from plaintiff bank for an amount of Rs.1,00,000/- on 13-07-2017 and they have failed to repay the same as per the agreed terms and conditions of Ex.P2 loan agreement dated 13-07-2017. Further as on 11-08-2025, the Balance payable amount by the defendant stands at Rs.1,96,759/- as per Ex.P11, statement of account of defendant No.1 loan account maintained by the plaintiff's bank. On the other hand, in the absence of any credible evidence challenging the authenticity of bank balance presented, the court presumes the regularity and validity of such documents to be genuine. This presumption is grounded in the ordinary course of business principle where it is reasonable to assume that financial Institutions maintain accurate records and follow the established procedures in creation and maintenance of their documents. The burden of proof rests with the opposing party to provide concrete evidence rebutting this presumption if the defendant seeks to contest the authenticity or reliability Of the bank documents. Absolutely there is no contradictory and rebuttal evidence to disbelieve the allegation made by the plaintiff bank. Therefore, the plaintiff bank has established its case. Hence, my answer to the **Point No.1 and 3** in the **Affirmative**.

13. **Point No.2:** The defendant No.1 has obtained Agri-land development loan under term loan scheme and he has been defaulter of the said loan to the



plaintiff bank. The plaintiff bank has repeatedly demanded to repay the said loan along with interest. The defendants have not paid the loan amount in this regard. The Ex.P1 to 13 clearly shows that the defendants have agreed to pay the loan amount and interest at the rate of 12.5% p.a. and also agreed to repay the penal interest at the rate of 2% p.a. The plaintiff bank is financial bank it secured the money from the public. If the defendants failed to repay the loan, the said public fund would be misused. Therefore, the defendants should pay interest on the principal debt. The plaintiff bank is coming under rules and regulations imposed by Rural Banks Act, 1976. If any interest charged on the customer that should be reasonable to the parties.

14. According to Sec.34 of Civil Procedure Code order on interest at such hold as Court deems it is reasonable to be paid on the principal sum adjudged from the date of the suit to the date of the decree. Sec.34 of CPC read as thus:

"Sec. 34 of CPC *"Interest"* – 1 Where and in so far as a decree is for the payment of money, the Court may, in the decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period prior to the institution of the suit, [with further interest at such rate not exceeding six per cent per annum as the Court deems reasonable on such principal sum], from the date of the decree



to the date of payment, or to such earlier date as the Court thins fit.

2 [Provided that where the liability in relation to the sum so adjudged had arisen out of commercial transaction, the rate of such further interest may exceed six percent per annum, but shall not exceed the contractual rate of interest or where there is no contractual rate, the rate at which moneys are lent or advanced by nationalized banks in relation to commercial transactions.]”

15. The said transaction is coming under agricultural loan because the loan amount is used for the agriculture. Therefore, the plaintiff bank is entitled to recover interest at the rate of 12.5% p.a. from the date of the suit to the date of the decree on the principal amount. In future interest the plaintiff bank is liable to recover interest at the rate of 6% p.a from the defendants from the date of decree till realization. Therefore, my answer on **point No.2** is in **Partly Affirmative**.

16. **Point No.4:** In the result of point No.1 to 3, the plaintiff bank is entitled to recover Rs.2,01,022/- principal amount as a suit claim and 12.5% interest from the date of the suit till date of the decree and future interest at the rate of 6% p.a. from the date of the decree till realization of entire amount. Hence, my answer to **Point No.4** in the **Affirmative**.

17. **Point No.5:** In view of my findings to the above points, I proceed to pass the following:



ORDER

The suit filed by the plaintiff bank is hereby decreed with cost.

Accordingly, the plaintiff bank is entitled to recover the suit claim amount of Rs.2,01,022/- from the defendants with further interest at the rate of 12.5% p.a from the date of the suit to the date of decree and future interest at the rate of 6% p.a. on principal amount from the date of decree till realization.

The defendant No.1 and 2 are jointly and severally liable to pay the decretal amount within 3 months from the date of this order. On failure to comply the same, the plaintiff bank is at liberty to recover the same through the due process of law.

Draw decree accordingly.

Interlocutory applications pending, if any, do not survive for consideration in view of the main suit being decreed.

(Dictated to the Stenographer directly on Computer, typed by her, corrected and signed by me and then pronounced in the open court on this 15th day of July 2026)

Sd/-
(Vajresha)
II Addl. Civil Judge & JMFC,
Channagiri.

**ANNEXURE****1. List of witnesses examined on behalf of plaintiff:**

PW.1 : Shashikantha Kambale

2. List of exhibits marked on behalf of plaintiff:

Ex.P1 : Application form for loan
Ex.P2 : Memorandum of agreement
Ex.P3 : PSAL sanction memorandum
Ex.P4 : Simple mortgage deed
Ex.P5 : Undertaking letter
Ex.P6 : Letter of attestation
Ex.P7 & 8 : Letter of revivals
Ex.P9 : Legal notice
Ex.P10 : Postal receipt
Ex.P11 : Account Statement (loan particulars)
Ex.P12 : RTC of Sy.No.68 for the year 2025-26
Ex.P13 : MR No.T19/2025-26

3. List of witnesses examined on behalf of defendants:

-Nil-

4. List of exhibits marked on behalf of defendants:

-Nil-

Sd/-
(Vajresha)
II Addl. Civil Judge & JMFC,
Channagiri.