

KADG310007012025



Presented on : 13-10-2025  
Registered on : 13-10-2025  
Decided on : 13-03-2026  
Duration: 00 years, 05 months, 00 days

**IN THE COURT OF SENIOR CIVIL JUDGE AND  
J.M.F.C., HARIHARA.**

PRESENT: **Smt. PADMASHRI A.MUNNOLI** BA.(L). LL.B .  
Senior Civil Judge & J.M.F.C., Harihara.

**O.S. No. 263/2025**

**DATED THIS THE 13<sup>th</sup> DAY OF MARCH 2026**

PLAINTIFF : Karnataka Gramina Bank, a body  
corporate constituted under the  
Regional Rural Banks Act 1976, having  
its Head Office at No. 23, Sanganakal  
road, Gandhi Nagar, Bellary – 583 103,  
and one of its several branches at  
Kokkanur Branch, Harihar taluk,  
Davangere District, by its Branch  
Manager Sri. Sampanth Aravind  
Tirumale, S/o Aravind Tirumale, Aged  
about 44 Years, R/o Kokkanuru  
village.

(Plaintiff by Sri. Arun Kumar B. - Adv.)

// Vs. //

DEFENDANT: 1. Smt. Laxmamma @ Laxmavva W/o  
Late Puttappa, Aged about 58 years.  
2. Sri. Puttappa S/o Late Puttappa, Aged  
about 29 years.

3. Kumari Veena D/o Late Puttappa, Aged about 26 Years.
4. Smt. Nagamma, W/o Late Anjinappa, Aged about 54 Years
5. Sri. Maruthi H.A. S/o Late Anjinappa, Aged about 25 Years.
6. Sri. Pavan, S/o Late Anjinappa, Aged about 23 years.

All are agriculturists, All are residing at Kokkanuru village, Harihar taluk.

[Defendants No.1 to 6 Ex-parte]

Date of Institution of Suit : 13.10.2025  
Nature of Suit : Suit for recovery of money.  
Date of commencement of recording of evidence : 03.02.2025  
Date of pronouncement of Judgment. : 13-03-2026  
Total Duration : Year/s Month/s Day/s  
00 05 00

### **J U D G M E N T**

This is a suit filed by the plaintiff bank against the defendants for recovery of suit claim amount of Rs.12,88,836/- with interest at the rate of 14.50% p.a.

compounded half yearly from the date of suit till realization.

**2. The case of the plaintiff's in brief is as under:**

The plaintiff bank avers that, it is a body corporate constituted under the Regional Rural Bank Act 1976, having its head office at No.23, Sanganakal Road, Gandhi Nagar, Bellary – 583 103 and one of its several branches at Kokkanuru Branch, Harihar Taluk, Davangere District. The branch manager and Principal Officer of the plaintiff bank at Kokkanuru branch by name Sri. Sampath Aravind Tirumale S/o Aravind Tirumale, Aged about 44 Years, R/o Kokkanuru village, Harihar taluk has filed this suit for and on behalf of the plaintiff bank and he is also authorized to sign and to verify the plaint, etc. Earlier the plaintiff bank was called as Pragathi Gramina Bank, and then the said bank was renamed a Pragathi Krishna Gramina Bank as per the notification of the Central Government under Section 23 A(1) of the Regional Rural Banks Act 1976, and the said notification was published in the Gazette of India, extraordinary on 23.08.2013. Then the said Pragathi Krishna Gramina Bank is Amalgamated with Kaveri Gramina Bank and then the plaintiff bank is called as Karnataka Gramina Bank, with effect from 01.04.2019 as per the Central Government notification dated:

22.02.2019. As per the order of the central government published vide gazette notification No. 1604 dated: 07.04.2025, SO No. 1629(E) dated: 05.04.2025. The plaintiff bank after amalgamation with the Karnataka Vikasa Grameena Bank, is renamed a Karnataka Grameena Bank with effect from 01.05.2025. Hence, the plaintiff bank is called as Karnataka Grameena Bank, Harlapura Branch, Harihar city. Hence, the plaintiff bank is called Karnataka Grameena Bank, Harlapura branch, Harihar city, represented by its Branch Manager and Principal officer Sri. Sampath Aravind Tirumale, S/o Aravind Tirumale, aged about 44 Years, R/o Kokkanuru village, Harihar taluk.

**3.** It is averred that defendant No.1 availed the land development loan of Rs.5,00,000/- from the plaintiff bank for filling bunding, IP set repairs and etc., while availing the said loan defendant No.1 agreed to repay the said loan with interest at the rate of 12% p.a. compounded half yearly. For the said loan one Anjinappa stood as co-obligant.

**4.** While availing the said loan, defendant No.1 executed necessary loan documents in favor of plaintiff bank viz., defendant No.1 submitted his loan application to the plaintiff bank for which said Anjiappa made signature to the same as co-obligant. Defendant No.1 executed

memorandum of agreement, Defendant No.1 is the mother of defendant No.2 and 3, defendant No.1 to 3 have executed registered simple mortgage deed on 22.8.2017 as security for the said loan.

**5.** Later the said co-obligant Anjinappa died leaving behind his wife and two sons as his legal heirs who are defendant No.4 to 6. The legal heirs of deceased Anjinappa have inherited the agricultural lands measuring 2 acre 33 gunta in Sy. No. 80/6, 2 acre ½ gunta in Sy. No. 82/4P7, 35 gunta in Sy.no. 82/4P7, 1 acre in Sy. No. 88/3 of Kokkanuru village, Harihar taluk and also 2 acre of land in Sy. No. 46/1A4 of G.T. Katti village, Harihar taluk. Hence, defendants No.4 to 6 are also liable to repay the outstanding debt to the plaintiff bank.

**6.** It is further averred that defendant No.1 to 3 and deceased Anjinappa agreed to repay the advanced loan amount within 60 months at 10 equal half yearly installments of Rs. 50,000/- each along with interest and penal interest at the rate of 2 % p.a. in case of default in repayment of the said loan.

**7.** The defendant No.1 has withdrawn the loan amount from his loan account No.67715315085217, and has fully utilized the loan amount. Later, defendant No.1 to 3 and deceased Anjinappa failed to repay the said debt

inspite of repeated demands and notices of the plaintiff bank.

**8.** Defendant No.1 and deceased Anjinappa executed letter of revival on 06.12.2019 and 12.09.2022; defendant No.1 executed letter of revival on 08.08.2020 and defendant No. 4 to 6 also have executed letter of revival.

**9.** That the plaintiff bank issued legal notice to defendant No.1 to 3 and co-obligant on 07.06.2025 calling upon them to repay the outstanding loan amount with agreed rate of interest. The said notice was duly served on defendant No.1 to 3 and return unserved to co-obligant for insufficient address. Thereafter it came to know that co-obligant Aninappa died, hence his LR's i.e. defendant No.4 to 6 have executed letter of revival on 08.08.2025. Even though defendants failed to comply the same.

**10.** That now the defendants are in due of Rs.12,88,836/- to the plaintiff bank, that they are also liable to pay the other costs and incidental charges. Therefore the present suit.

**11.** After institution of the suit, suit summons were issued to defendants, though served they remained absent, hence placed ex-prate.

**12.** Thereafter, in order to prove its case, the Branch Manager of plaintiff bank in his examined as P.W.1, Ex.P.1 to P.14 are marked for it.

**13.** Heard, perused the material on record. Following points arises for my consideration:

**POINTS**

1. Whether plaintiff bank is entitled for recover of Rs.12,88,836/- with interest at the rate of 14.50 % p.a. as prayed for?
2. To what order or decree ?

**14.** My finding on point No.1 and 2 is as under:

Point No.1 : Partly in the Affirmative

Point No.2 : As per final order for the following:

**REASONS**

**15. POINT No.1:** In order to prove that, defendant No.1 has availed land development loan of Rs.5,00,000/- from the plaintiff bank for which deceased Anjinappa stood as guarantor and defendant No.1 to 3 have executed registered simple mortgage deed over the plaint schedule properties as security for the said loan and that he has failed to repay the loan amount, the plaintiff bank branch manager by name Sri Sampath was examined as P.W.1., Ex.P.1 to P.14 were marked for him.

**16.** Heard, perused the material on record.

**17.** The evidence of P.W.1 has remained unchallenged. Ex.P.1 to P.14 are marked for the plaintiff bank. Ex.P.1 is the loan application of defendant No.1 for sanction of loan of Rs.5,00,000/-. Ex.P.2 is the PSAL Sanction memorandum, Ex.P.3 is the memorandum of agreement for agricultural loans, Ex.P.4 is the simple mortgage deed, Ex.P.5 to 8 are the letters of revival, Ex.P.9 is the legal notice issued to defendants calling upon them to repay the outstanding debt, Ex.P.10 are the postal receipts, Ex.P.11 are the postal acknowledgments, Ex.P.12 is the unserved postal cover, Ex.P.13 is the loan account extract, showing the outstanding debt of Rs. 12,81,726/- as on 28.08.2025, Ex.P.14 is the Form No.15.

**18.** Therefore, from the documents produced by the plaintiff bank it is established that the defendant No.1 had borrowed loan of Rs.5,00,000/-.

**19.** On 06.12.2019 and 12.09.2022, defendant No.1 and co-obligant Anjinappa have executed letter of revivals, on 08.08.2025 defendant No.1 and defendant No.4 to 6 have executed a letter of revival in favor of plaintiff bank.

**20.** The suit is instituted on 13.10.2025. The plaintiff Bank is claiming interest at the rate of 14.50%

p.a. on the sum of Rs.12,88,836/- from the date of suit till realization. The loan borrowed by defendant No.1 is for agricultural purpose. Further the defendant No.1 to 3 have mortgaged the property belonging to them as a security for the repayment of the loan amount. Even there is a prayer of the plaintiff Bank to pass a preliminary decree in respect of the mortgaged landed property for its sale to recover the dues if defendants fail to repay the loan amount. As there is mortgage deed executed by defendant No.1 to 3, considering the prayer made, it is order 34 Rule 11 of CPC which will have to be considered for the purpose of awarding the interest and not Section 34 of CPC. Further the Division Bench of the Hon'ble High Court in the ruling reported in AIR 2002 Kant. 100 (DB) Canara Bank Chamarajamohalla -Vs- M.D. Chikkaswamy, wherein it is held that: Order 34 Rule 11 of CPC which will be applicable for considering the interest and not Section 34 of CPC. Therefore, as the loan is one for agricultural in my opinion awarding of interest at the rate of 6% p.a., during the pendency of the suit and the future interest would be just and proper.

**21.** Further, the LR's of co-obligant Anjinappa i.e., defendants No.4 to 6 are liable to repay the loan amount to the extent of estate inherited by them. Accordingly, for

these reasons I answer **Point No.1 partly in the Affirmative.**

**22. Point No.2:** For my findings on the above point and the reasons stated there is I proceed to pass the following:

**ORDER**

Suit of the plaintiff bank is hereby decreed in part with costs as under.

The plaintiff bank is entitled for recovery of Rs.12,88,836/- with interest at the rate of 6% p.a. from the date of suit till realization.

Defendants No.1 to 6 are jointly liable to repay the loan amount of Rs.12,88,836/- with interest as ordered above.

Defendants No.4 to 6 are liable only to the extent of estate inherited by them from deceased Anjinappa.

Defendants No. 1 to 6 are directed to pay the above decretal amount to the plaintiff Bank within a period of three months from today, failing which the plaintiff Bank can recover the said sum by sale of the mortgaged property and even if after the sale

of mortgaged property if there is any balance due, may proceed in accordance with law against defendant No.1 to 6.

Draw preliminary decree accordingly.

(Dictated to the Stenographer directly on computer, typed by him, the same is corrected, signed and then pronounced by me in the open court on this the 13<sup>th</sup> day of March 2026).

(Padmashri A.Munnoli)  
Senior Civil Judge and  
J.M.F.C., Harihara.

### **ANNEXURE**

List of witness examined on behalf of plaintiff/s :

PW.1 : Sampath

List of documents exhibited on behalf of plaintiff/s :

Ex.P.1 : Loan application

Ex.P.2 : PSAL Sanction memorandum

Ex.P.3 : Memorandum of agreement for agricultural loans

Ex.P.4 : Simple mortgage deed

Ex.P.5 to : Letter of revival (4 Nos.)

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Ex.P.9 : Legal notice

Ex.P.10 : Postal receipts

Ex.P.11 : Postal acknowledgments

Ex.P.12 : Unserved postal cover

Ex.P.13 : Form No. 15

and 14

List of witness examined on behalf of defendant/s :

--Nil--

List of documents exhibited on behalf of defendant/s

--Nil --

Senior Civil Judge and  
J.M.F.C., Harihara.