KADG320079072025

Presented on : 27-11-2025
Registered on : 27-11-2025
Decided on : 13-07-2026
Duration : 0 years, 7 months, 16 days

IN THE COURT OF THE I ADDL. CIVIL JUDGE & J.M.F.C. HARIHAR

:**PRESENT**:

Sri. SHRINIVAS PATIL. B.A. LL.B. LL.M

I Addl. Civil Judge & JMFC, Harihar.

DATED THIS THE 13th DAY OF JULY 2026

O.S. NO.290/2025

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- 583103, and one of its several branches at Belludi Branch, Harihar Taluk, Davanagere District, by its Branch Manager Sri.Basaiah M.S S/o. Shivamurthaiah M.B., Aged about 35 years, R/o. Belludi village, Harihar Taluk.

(By- Sri.B.H., Advocate)

-V/s-

DEFENDANTS :1.Sri H.K. Revanasiddappa,
S/o. Karlageri Basappa,
Aged about 70 years,
R/o. Halasabalu village,
Harihar Taluk.

2. Smt. Channamma,
W/o. Late Narappa Hallera,
R/o. Belludi Village, Harihar Taluk.

(D1 & 2 – Exparte)

JUDGMENT

This suit is filed by the plaintiff bank for the recovery of sum of Rs.1,66,193=00 with agreed rate of interest at 14.00% PA compounded half yearly from the date of the filing of the suit till its realization from the defendants.

2. The brief facts of the case of the plaintiff bank are as under:

The defendant No.1 had obtained the crop loan with loan limit of Rs.2,00,000/- on 08-09-2015 from the plaintiff bank with interest at the rate of 12% p.a compounded half yearly. The defendant No.2 is the co-obligant to repay the said loan amount to the plaintiff bank. The defendant No.1 and 2 have agreed to repay the loan amount with interest as agreed and had executed the necessary loan documents in favour of the plaintiff bank. After obtaining the loan, the defendant No.1 and 2 have not repaid loan amount. The plaintiff bank has issued notice to the defendants through RPAD on 23.09.2025 and called upon them to pay the outstanding loan amount of Rs.1,57,256=00 with interest at Rs.14% PA compounded half yearly along with the notice fee of Rs.850=00 within one week and the said legal notice is duly served on the defendant No.1 and not returned after service on the defendant No.2. The defendant No.1 and 2 neither repaid nor replied to the notices. The defendants are in due of Rs.1,58,105=52 as on 25-09-2025 and the defendants are totally liable to pay the sum of Rs.1,66,193=00 to the plaintiff bank. Hence, the plaintiff bank has filed the present suit for the recovery of due amount and prayed to decree the suit.

3. After service of the suit summons, the defendants No.1 and 2 have not appeared before the Court. Hence, defendant No.1 and 2 are placed exparte.

4. In order to prove the case of the plaintiff bank, the Branch Manager of the plaintiff bank was examined as PW.1 and got marked documents as per Ex.P1 to Ex.P.12.

5. Heard argument. Perused the records.

6. On the basis of the plaint, oral and documentary evidence and hearing, the following points arise for my consideration.

P O I N T S

1. Whether the plaintiff-bank is entitled to recover sum of Rs.1,58,105=52/- from the defendants ?
2. Whether the plaintiff-bank is entitled to recover the amount of Rs.1,66,193/- with agreed rate of interest at the rate of 14.00% per annum compounded half yearly from the date of the suit till its realization from the defendants ?
3. What order or decree ?

7. My findings to the above points are as under :

Point No.1	:	In the affirmative,
Point No.2	:	Partly in the affirmative,
Point No.3	:	As per final order for the following :

REASONS

8. Point No.1 : The above suit is filed for the recovery of sum of Rs.1,66,193/- together with Court costs, with current and future interest at the rate of 14.00% p.a. compounded half yearly from the defendants. To prove it's case, the present Branch Manager of the plaintiff bank is examined as PW.1 and he reiterated the plaint averments in his chief examination affidavit. In his evidence he has deposed that defendant No.1 has availed the crop loan of Rs.2,00,000/- at the rate of 12% p.a. compounded half yearly and agreed to repay the said amount with interest and defendant No.2 is the co-obligant. The plaintiff bank has produced Ex.P.1 – Application form cum appraisal report dated 08.09.2015, Ex.P.2 – Memorandum of application dated 08.09.2015, Ex.P.3- Agriculture overdraft facilities dated 08.09.2015, Ex.P.4 – Loan Sanction convening letter dated 08.09.2015, Ex.P.5 to 7 - Letter of Revivals dated 22.09.2017, 20.04.2025, 21.12.2020, Ex.P.8 – Legal notice, Ex.P.9 & 9(a) – Postal receipts, Ex.P.10 - Postal acknowledgment, Ex.P.11 & 12 - Statement of Accounts.

9. It is necessary to note that the summons issued by this Court to the defendants is duly served. The defendants have not appeared before the Court and they have not stepped into the witness box and not adduced any evidence and also they have not cross examined PW.1. Therefore, the case of the plaintiff remained uncontested and unchallenged. The documents produced by the plaintiff goes to show that the defendants after obtaining loan from the plaintiff bank have not kept their promise and became defaulter. They have not complied the terms of loan agreement. Therefore, in the absence of any contrary evidence on record, there is no ground to disbelieve the case of the plaintiff bank. Therefore, in the opinion of this Court, the plaintiff bank is entitled to recovery the sum of Rs.1,66,193=00/- from the defendants. Hence, point No.1 answered **in the 'Affirmative'.**

10. Point No.2: The plaintiff bank has claimed the interest at the rate of 14.00% p.a. compounded half yearly on Rs.1,66,193/-. Taking into consideration of the occupation of the defendants and purpose for which the loan is taken, it is not just and proper to grant interest as claimed by the plaintiff bank. Therefore, the claim of the interest by the plaintiff bank at the rate of 14.00% p.a. compounded half yearly on Rs.1,66,193 /- from the defendants is excessive. Hence, it is proper if the interest at the rate of 6% p.a. is imposed on balance amount of Rs.1,66,193/- as pendente lite interest and future interest at the rate of 6% as per Sec.34 of Code of Civil Procedure, 1908, the interest of the justice would be met. Accordingly, point No.2 answered **partly in the Affirmative.**

11. Point No.3: In view of above reasons, this Court proceed to pass the following;

ORDER

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

It is held that the defendant No.1 and 2 are jointly and severally liable to pay an amount of Rs.1,66,193/- together with Court costs, with current and future interest at the rate of 6% p.a. from the date of the suit till its realization.

The defendants are directed to pay the amount ordered above within three months from the date of this order.

Draw decree accordingly.

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

Sd/-
(SHRINIVAS PATIL)
I Addl.Civil Judge & JMFC
Harihar.

ANNEXURE

A) Witness examined on behalf of the plaintiff:

PW-1- Basaiah M.S.

B) Documents marked on behalf of the plaintiff:

Ex.P.1 - Application form cum appraisal report dated 08.09.2015

Ex.P.2 – Memorandum of Application dated 08.09.2015.

Ex.P.3 - Agriculture overdraft facilities dated 08.09.2015.

Ex.P.4 - Loan Sanction convening letter dated 08.09.2015.

Ex.P. 5 to 7 - Letter of Revivals dated 22.09.2017, 20.04.2025, 21.12.2020

Ex.P.8 – Legal notice

Ex.P.9& 9(a) – Postal receipts,

Ex.P.10 - Postal acknowledgment,

Ex.P. 11 & 12 - Statement of Accounts.

C) Witness examined on behalf of the defendants:

-Nil-

D) Documents marked on behalf of the defendants:

-Nil -

Sd/-
I Addl.Civil Judge & JMFC
Harihar.