KADG320087392025

Presented on : 10-12-2025
Registered on : 10-12-2025
Decided on : 16-07-2026
Duration: 0 years, 7 months, 6 days

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

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

I Addl. Civil Judge & JMFC., Harihar.

DATED THIS 16th DAY OF JULY, 2026

ORIGINAL SUIT No.308/2025

PLAINTIFF/s Karnataka Grameena 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 Kokkanur Branch, Harihar Taluk, Davanagere District, by its Branch Manager Sri.Sampanth Aravind Tirumale S/o. Aravind Tirumale, aged about 44 years, R/o. Kokkanur village.

(By- Sri.A.K.B., Advocate)

V/s.

DEFENDANT 1. Sri. Somanna
W/o. Late Basavanagouda H.,

2. Sri. Gadigeppa
S/o. Late Basavanagouda H.,

3. Smt. Mallamma
D/o. Late Basavanagouda H.,

4. Sri.Bharmagouda
S/o. Late Basavanagouda H.,

5. Sri. Halappa
S/o. Basavanagouda H.,

6. Sri. Shekhrappa
S/o. Late Basvanagouda H. konanatale,
R/o. Hindasagatta Village, Harihara Taluk.

Defendant No.1 to 5 are Agriculturists and R/o. Konanathale Village, Herigonigere Post, Honnalli Taluk, Davanagere District.

(Exparte)

Date of institution of the suit	**10-12-2025**
Nature of the suit	**Money suit**
Date of commencement of recording of evidence	**23-02-2026**
Date on which the Judgment was pronounced	**16-07-2026**

TOTAL	YEAR	MONTH	DAY
	00	**07**	**06**

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

JUDGMENT

1. This suit is aimed at recovery of loan amount with interest and costs from Defendants. The case of the plaintiff is that;

1.1 One Basavanagouda H. S/o. Thimmappa borrowed crop loan of Rs.45,000/- from the plaintiff bank on 07.09.2007 by executing necessary loan documents agreeing to repay the same with interest at 9% p.a. The loan was secured by hypothecation of crops and charge over the land described in the suit schedule.

1.2 Despite repeated demands, the defendants failed to repay the loan amount and thereby committed default. Since Basavanagouda breathed his last on 29.06.2025, Defendant No.1 to 6, his legal heirs who have inherited 1 acres 20 guntas of land in Sy.No. 32/2P of Muginagoundi Village, Harihar Taluk from the deceased are liable to his debts.

2. Though served with summons, the defendants failed to appear before the Court and hence they were placed exparte.

3. In support of its case, the plaintiff bank examined its Branch Manager as PW.1 and got marked documents at Ex.P1 to Ex.P19.

4. Heard the arguments and perused the records.

5. The following points arise for consideration:

POINTS

1. Whether the plaintiff proves that Late Basavanagouda H. S/o. Thimmappa availed crop loan of Rs.45,000/- by executing loan documents in favour of the plaintiff bank?
2. Whether defendants No.1 to 6, being legal representatives of deceased Basavanagouda, are liable for the suit claim?
3. Whether the Plaintiff bank is entitled for current and future interest at the rate of 11% p.a., compounded half yearly?
4. What order?

6. This Court answers the above points as under:

Point No.1 : In the AFFIRMATIVE
Point no.2 : In the PARTLY AFFIRMATIVE
Point No.3 : In the PARTLY AFFIRMATIVE
Point No.4 : As per final Order for the following:

REASONS

7. Point No.1: Proof of Loan: In support of its case, the plaintiff has examined its Manager as PW.1 and relied upon loan application, Memorandum of Agreement for Agricultural Loans, Letter of revivals, Legal notice, postal receipt, postal cover and notice, Postal receipt, postal acknowledgement, postal cover and its notice and account statement marked as Ex.P1 to Ex.P19. On careful perusal of the oral and documentary evidence placed before the Court, it is evident that defendant No.1 had availed crop loan of Rs.45,000/- from the plaintiff bank and executed necessary documents in favour of the plaintiff bank.

8. The documents produced by the plaintiff further disclose that the loan transaction was secured by hypothecation of crops and charge over agricultural land described in the loan documents. The evidence of PW.1 remains substantially unchallenged. The defendants have not produced any material to show discharge of the loan liability. The account extract produced by the plaintiff bank clearly establishes that the loan account became overdue and remained unpaid.

9. The plaintiff has also produced revival letters executed from time to time acknowledging the subsisting liability. The said documents probabilize the case of the plaintiff that the debt remained legally enforceable. Therefore, the plaintiff has successfully proved that defendant No.1 availed crop loan of Rs.45,000/- and committed default in repayment of the same. Accordingly, Point No.1 is answered in the **Affirmative.**

10. **Point No.2: Liablity of Defendant No.1 to 6:** It is not in dispute that deceased Basavanagouda H. S/o. Thimmappa was shown as borrower to the loan transaction. The said Basavanagouda H. S/o. Thimmappa died on 29.06.2025 and hence the bank proceeded against his legal representatives defendants No.1 to 6. The plaintiff has pleaded that, the defendants have inherited the lands belonging to borrower Basavanagouda. However no documents have been produced by the plaintiff to show that those lands came to the defendants. Hence, this court cannot declare that those lands mentioned in the plaint are charged in favour of the bank.

11. At the same time, the failure to prove the particulars of the inherited properties does not extinguish the debt of the deceased. The plaintiff is entitled to a limited decree against the estate of deceased borrower, if any, which has come into the hands of defendant No.1 to 6. At the stage of execution, the plaintiff must identify the property belonging to the deceased borrower. The self acquired property of the defendants cannot be proceeded against. Accordingly point No2 is answered in the **Partly affirmative.**

12. **<u>Point No.3: Interest:</u>** Further, the plaintiff bank has sought interest at the contractual rate as agreed under the loan documents. Ex.P 2 Memorandum of Agreement disclose that defendant No.1 to 6 agreed to repay the loan amount with interest at 11% p.a. as per banking norms. However, the transaction involved in the present suit is an agricultural crop loan transaction and the same does not fall within the ambit of “commercial transaction” contemplated under Section 34 of CPC.

13. Therefore, future interest exceeding 6% p.a. cannot ordinarily be granted. Having regard to the nature of transaction, circumstances of the case and the provisions of Section 34 CPC, this Court deems it proper to award future interest at 6% p.a. on the decretal amount from the date of suit till realization. Accordingly, Point No.3 is answered in **Partly Affirmative**.

14. **Point No.4:** In view of findings on the above points, this Court proceeds to pass the following:

ORDER

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

The plaintiff bank is entitled to recover Rs.2,19,264/- together with simple interest at the rate of 6% p.a from the date of suit until realization from the estate of deceased Basavanagouda, which has come into the hands of defendant No.1 to 6 within 6 months.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed and computerized by her, corrected by me and then order pronounced in the open Court on this 16th day of July, 2026)

Sd/-

(SHRINIVAS PATIL)
I Addl Civil Judge & JMFC.,
Harihar.

:: ANNEXURE ::

LIST OF WITNESSESS EXAMINED ON BEHALF OF THE PLAINTIFF:

PW1 : Sampath Aravind Tirumale

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE PLAINTIFF:

Ex.P1	:	Application form cum appraisal report dated 07.09.2007
Ex.P.2	:	Memorandum of agreement for agricultural loan dated 07.09.2007
Ex.P.3	:	Letter of Revival dated 02.12.2009
Ex.P.4	:	Letter of Revival dated 10.07.2012
Ex.P.5	:	Letter of Revivals dated 22.04.2015
Ex.P.6	:	Letter of Revivals dated 31.07.2017
Ex.P.7	:	Letter of Revivals dated 30.04.2020
Ex.P.8	:	Letter of Revivals dated 12.12.2022
Ex.P.9	:	Legal notice dated 09.06.2025.
Ex.P.10	:	Postal receipt
Ex.P.11 & 11(a)	:	Postal cover and its notice.
Ex.P.12	:	Legal notice dated 29.11.2025.
Ex.P.13 & 13 (a to e)	:	Postal receipts
Ex.P.14 & 14 (a to b)	:	Postal acknowledgments.
Ex.P.15 & 15(a)	:	Postal cover and its notice.
Ex.P.16 & 16(a)	:	Postal cover and its notice.
Ex.P.17 to 19	:	Account Statements.

LIST OF WITNESSESS EXAMINED ON BEHALF OF THE DEFENDANTS:

None

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE DEFENDANTS:-

Nil

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