KADG320088632025

Presented on : 18-12-2025
Registered on : 18-12-2025
Decided on : 13-07-2026
Duration : 0 years, 6 months, 26 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.324/2025

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 Sirigere Branch, Harihar Taluk, Davanagere District, by its Branch Manager Sri. Desireddy Ramanjulareddy S/o. D.Rajareddy Aged about 36 years, R/o. Sirigere village, Harihar Taluk.

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

*-V/s-*

DEFENDANT : Sri. Syed Hazarath Ali,

S/o. Hussain Sab,
aged about 67 years,
R/o. Sirigere Village, Sirigere post,
Harihar Taluk.

(Exparte)

**JUDGMENT**

This suit is filed by the plaintiff bank for the recovery sum of Rs.3,11,087=00 with agreed rate of interest at 9.00% PA compounded half yearly from the date of filing of the suit till its realization from the defendant.

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

The defendant has borrowed the crop loan of Rs.1,00,000/- on 03-07-2014 from the plaintiff bank with interest at the rate of 7.00% p.a. compounded half yearly. He has agreed to repay the loan amount with interest as agreed. The defendant has executed the necessary loan documents in favour of the plaintiff bank. After obtaining the loan, the defendant has not repaid the entire loan amount. The plaintiff bank has issued notice to the defendant by RPAD on 13.05.2025 to make the payment of due loan amount. Inspite of service of the notice, the defendant neither repaid nor replied to the notice and the defendant is in due of a sum of Rs.3,02,749=26 to the plaintiff bank as on the date of the suit. The defendant is liable to pay Rs.3,11,087=00 with interest at the rate of 9.00% compounded half yearly 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 defendant has not appeared before the Court. Hence, 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.10.

**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.3,11,087=00/- from the defendant ?
2. Whether the plaintiff-bank is entitled to recover the amount of Rs.3,11,087=00/- with agreed rate of interest at the rate of 9.00% per annum compounded half yearly from the date of the suit till its realization from the defendant ?
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.3,11,087=00 together with Court costs, with current and future interest at the rate of 9.00% p.a. compounded half yearly from the defendant. To prove its case, the present Branch Manager of the plaintiff bank is examined as PW1 and he reiterated the plaint averments in his chief examination affidavit. In his evidence he has deposed that the defendant has obtained the crop loan of Rs.1,00,000/- at the rate of 7.00% p.a. compounded half yearly and agreed to repay the said amount with interest. The plaintiff bank has produced Ex.P.1 – Application form cum appraisal report dated 03.07.2014, Ex.P.2 – Agricultural of sale hypothecation dated 03.07.2014, Ex.P.3 to 6 – Letter of revivals dated 01.08.2016, 27.12.2018, 27.04.2021, 06.01.2024, Ex.P.7 – Legal notice dated 13.05.2025, Ex.P.8 – Postal receipt, Ex.P.9 – Postal acknowledgment, Ex.P.10 - Statement of account.

**9.** Ex.P- 10 is the loan account statement maintained by the plaintiff-bank in Account No.81515354058817 is produced. This suit is filed on 18-12-2025. The cause of action arose on 03-07-2014. Subsequently the defendant has executed revival letters on 01.08.2016, 27.12.2018, 27.04.2021, 06.01.2024. Therefore, the suit is within limitation.

**10.** It is necessary to note that the summons issued by this Court to the defendant is duly served. The defendant has not appeared before the Court and he has not stepped into the witness box and not adduced any evidence and also he has 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 defendant after obtaining loan from the plaintiff bank has not kept his promise and became defaulter. He has not complied the terms of the 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 recover sum of Rs.3,11,087=00 from the defendant. Hence, point No.1 answered in the 'Affirmative'.

**11.** Point No.2: The plaintiff bank has claimed the interest of 9.00% p.a. compounded half yearly on Rs.3,11,087=00. Taking into consideration of the occupation of the defendant 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 interest by the plaintiff bank at the rate of 9.00% p.a. on Rs.3,11,087=00 from the defendant is excessive. Hence, it is proper if the interest at the rate of 6% p.a. is imposed on balance amount of Rs.3,11,087=00 as pendent 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.

**12.** 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 defendant is liable to pay an amount of Rs.3,11,087=00 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 defendant is 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- Desireddy Ramanjulareddy.

B) Documents marked on behalf of the plaintiff:
Ex.P.1 - Application form cum appraisal report dated 03-07-2014,

Ex.P.2 – Agricultural of sale hypothication dated 03.07.2014,
Ex.P.3 to 6 – Letter of revivals dated 01.08.2016, 27.12.2018, 27.04.2021, 06.01.2024,
Ex.P.7 – Legal notice dated 13.05.2025,
Ex.P.8 – Postal receipt,
Ex.P.9 - Postal acknowledgment,
Ex.P.10 - Statement of account.

C) Witness examined on behalf of the defendant:

-Nil-

D) Documents marked on behalf of the defendant:
-Nil -

Sd/-
I Addl. Civil Judge & J.M.F.C,
Harihar.