KAUK610001602025

IN THE COURT OF SENIOR CIVIL JUDGE AND JUDICIAL MAGISTRATE OF FIRST CLASS AT HONNAVAR

DATED THIS THE 09TH DAY OF JULY, 2025

PRESENT : SRI B.C. CHANDRASHEKAR., B.A., LL.B
SENIOR CIVIL JUDGE AND JMFC
HONNAVAR

ORIGINAL SUIT NO.09/2025

PLAINTIFF/S : "CANARA BANK"
A bank constituted and functioning under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 with their Head Office at Bangalore and one of its Branch-II at: Bazar Road, Honavar, Tq: Honavar,
Represented by its Branch Manager being the Principal Officer
Smt. Ranjitha Tiwari,
W/o Shri Deepak Rao,
Age: 41 years, Residing at: Honavar.

(By Sri RSK, Advocate)

VERSUS

DEFENDANT/S : Reshma Hamza Shaikh,
D/o Hamza Shaikh,
Aged about 41 years,
R/o Kasaba, Gundibail,
Honavar, Tq: Honavar-581 334.

(By Sri PGT, Advocate)

Date of institution of the suit	26-03-2025
Nature of the suit	Suit for recovery of money
Date of commencement of recording evidence	25-06-2025
Date of pronouncement of Judgment	09-07-2025
Total duration	Year/s Month/s Day/s 00 03 13

Digitally signed by B. C. Chandrashekar (Senior Civil Judge and JMFC Honnavar)

JUDGMENT

The plaintiff bank has filed this suit seeking directions to the defendant to repay in a sum of Rs.6,02,934/- with interest at the rate of 13.50% p.a. and cost of the suit.

02. The brief facts of the case of the plaintiff bank are that, the plaintiff bank has sanctioned the O.D. loan facility of Rs.5,00,000/- to the defendant on 15-04-2023 for the purpose of Scrap Trading as a commercial loan. She has agreed to pay interest at 11.50% p.a. compounded monthly on the amount due. She has agreed to renew the loan account once in a year and operate regularly.

03. It has further averred that the defendant has availed Canara Credit Card facility of Rs.50,000/- on 12-10-2023 for the

purpose of said business and he is liable to pay interest at 11.50% p.a. compounded monthly on the amount due under the Canara Credit Card facility. She has agreed to pay enhanced rate of interest as per the circulars and guidelines of RBI as well as plaintiff bank. The defendant has also agreed to pay overdue rate of interest at 2% p.a. above the regular rate of interest in the event of default in repaying the loan and she is liable to pay overdue rate of interest.

04. It has further averred that the defendant has executed cash credit agreement and on demand promissory note and other necessary documents. She has failed to operate the account regularly and also repay the loan amount as per the agreed terms and conditions. She has also failed to maintain required stock of materials and submit the stock statement to the plaintiff bank. The defendant has committed default in repayment of the loan dues and renew the said loan account, the plaintiff bank has issued several notices to the defendant to pay the loan dues. But the defendant has failed to repay the loan dues. Hence the plaintiff bank has filed this suit to recover the loan dues of defendant. The total amount due under O. D. account in a sum of Rs.5,37,960/- and also the total amount due under Credit Card loan account in a sum of Rs.63,974/- with the future interest at the rate of 13.50% p.a. compounded monthly from 26-03-2025 till its realization and in toto loan due is Rs.6,02,934/-. Hence the plaintiff bank has filed this suit to recover the loan dues from the defendant.

05. In response of suit summons the defendant has appeared through counsel but not filed any written statement.

06. In order to prove the claim, the Manager of the plaintiff bank has examined as PW-1 and produced 07 documents as Ex.P-1 to 7. On the other hand the defendant has not led any defendant evidence.

07. Heard the arguments of both counsels.

08. Based on the above in the following points are arisen for my consideration:

POINTS

01. Whether the plaintiff bank proves that the defendant has availed O.D. loan facility of Rs.5,00,000/- on 15-04-2023 and Canara Credit Card facility of Rs.50,000/- on 12-10-2023 and she has executed necessary documents, but she failed to repay the loan as agreed and she is liable to repay the same with agreed interest?

02. What order or decree?

09. My answers to the above points are as here under:

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

R E A S O N S

10. **Point No.1:** This suit is by the plaintiff bank to recover the loan amount of Rs.6,02,934/- from the defendant. According

to the plaintiff bank the defendant has obtained the O.D. loan amount of Rs.5,00,000/- and Canara Credit Card facility of Rs.50,000/- and executed necessary documents. But she failed to repay the loan amount as agreed. In order to prove the claim, the Manager of plaintiff bank has examined as PW-1 and reiterated the plaint averments in his affidavit.

11. Apart from the oral evidence, Ex.P-1 is the application for loans to micro small and medium enterprises (MSMEs) and it disclosing that the defendant has approached the plaintiff bank for loan of Rs.5,00,000/- on 15-04-2023. Ex.P-2 is the request for overdraft facilities executed by defendant on 15-04-2023. Ex.P-3 is the Cash credit agreement executed by defendant in favour of plaintiff bank. Ex.P-4 is the Pronote executed by the defendant and it discloses that the defendant has promised to pay the loan amount of Rs.5,00,000/- with interest. Ex.P-5 is the Credit card application executed by defendant on 12-10-2023. Ex.P-6 and 7 are the statement of account. The statement of loan account extracts are disclosing that she became the defaulter and still defendant is liable to repay the loan amount. The above oral and documentary evidence are crystal clear that the defendant has availed the O.D. loan of Rs.5,00,000/- and Credit card facility of Rs.50,000/- from the plaintiff bank and agreed to pay the same with interest at the rate of 11.50% p.a. But the defendant has failed to repay the same and become defaulter as per Ex.P-6 and 7 the statement of account. Hence the defendant is became the defaulter and liable to pay the said amount.

12. Since the defendant has not filed any written statement, the evidence of PW-1 remained unchallenged. Accordingly this court has no hesitation to accept the evidence of PW-1. On the basis of the said evidence plaintiff bank has successfully proved the loan availed by the defendant and she has not repay the same. Since the defendant has borrowed the loan from the plaintiff bank, she is liable to repay the same as prayed for by the plaintiff bank. Hence, I answered **Point No.1 in the affirmative**.

13. **Point No.2:** In view of the above discussion, I proceed to pass the following:

ORDER

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

The defendant is directed to repay the loan amount of Rs.6,02,934/- within 60 days from the date of this order with current and future interest at the rate of 11.50% per annum, till its realization.

Draw a decree accordingly.

(Dictated to the stenographer directly on the computer, typed by her, corrected, then signed and pronounced in the open court on this 09th day of July, 2025)

Digitally signed by B. C. Chandrashekar (Senior Civil Judge and JMFC Honnavar)

ANNEXURE

List of witnesses examined for Plaintiff/s:

PW-1	:	Sri Anoop K. Gopal

List of documents exhibited for Plaintiff/s:

Ex.P-1	:	Application form for loan to MSMEs
Ex.P-2	:	Request for overdraft facilities
Ex.P-3	:	Cash credit agreement
Ex.P-4	:	Pronote
Ex.P-5	:	Credit card application
Ex.P-6 and 7	:	Statements of account

List of witnesses examined for Defendant/s:

-NIL-

List of documents exhibited for Defendant/s:

-NIL-

Digitally signed by
B. C. Chandrashekar
(Senior Civil Judge
and JMFC Honnavar)