IN THE COURT OF PRL.SENIOR CIVIL JUDGE AND CJM, AT GADAG

PRESENT
SHRI.G.R.SHETTAR. B.Com. LLB (Spl)
PRL.SENIOR CIVIL JUDGE & CJM, GADAG.

DATED THIS 01ST DAY OF AUGUST, 2026

S.C.No.01/2025

PLAINTIFF:

Karnataka Grameen Bank, Mulgund Naka Branch Gadag, represented by its Manager Gangadhar S/o Amarappa,
Age: 38 years, Occ: Banager,
R/o Gadag, Tq:Dist:Gadag.

(R/by Sri.V.H.Merwade., Advocate)

Vs

DEFENDANTS:

1. Ramesh S/o Hanamantappa Ramannavar, Age: 43 years, Occ: Business, R/o Bala Vidya Mandir, Killa Oni, Gadag, Tq:Dist:Gadag.
2. Saroja W/o Shivaputrappa Hadagali, Age: Major, Occ: Household, R/o Near Rachotesh Temple, Gadag, Tq:Dist:Gadag.

(Dft.No.1-R/by Sri M.A.Pujar., Advcoate)
(Deft.No.2 -Ex-parte)

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Date of institution of suit	:	09/01/2025
Nature of the suit	:	Recovery of Money
Date of commencement of Evidence	:	11/09/2025
Date of closure of Evidence		04/07/2026

Date of judgment : 01/08/2026
Total duration : Year/s Month/s Day/s
01/ 06 / 22

(G.R.SHETTAR)
Prl. Sr.Civil Judge & CJM,
GADAG

J U D G M E N T

This small cause suit is filed by the plaintiff bank against the defendants for recovery of Rs.74,133/- with future interest at the rate of 13.5% p.a. from the date of the suit till the recovery of the entire amount from the defendants.

2. **Case of the plaintiff in brief is as under:**

The plaintiff bank has sanctioned a loan of Rs.1,00,000/- on 31/07/2019 to the defendant No.1 for the purpose of Homemade Food business. The defendant No.1 executed cash receipt and hypothecation agreement KA-4 on 31/07/2019 and agreed to pay interest @ 11.5% p.a chargeable on monthly rests. The defendant No.1 also agreed to repay the said loan amount in 60 monthly installments of Rs.2,200/- commencing from 31/08/2019 and the last date was on 31/07/2024 and the defendant No.2 stood as a guarantor to said loan. So, the defendant No.1 and 2 are jointly and severally liable to clear the loan. Thereafter the defendants have not repaid the loan amount as agreed. There is a due of Rs.73,633/- as on 07/12/2024. The plaintiff Bank authorities have approached the defendants and requested to repay the entire loan amount with interest and also issued notice but, the defendants have not cared and repaid the loan amount. Hence, the plaintiff/bank constrained to file this case.

3. On service of summons, the defendant No.1 though appeared through his counsel but not filed any written statement. The defendant No.2 remained Ex-parte.

4. The branch manager of plaintiff bank has deposed as PW-1 and got marked the documents at Ex.P-1 to 10.

5. Heard the arguments.

6. The points that arise for my consideration are as under:

POINTS

I. Whether the plaintiff-bank proves that the defendant No.1 has borrowed loan of Rs.1,00,000/- but not repaid the loan, total loan due as on 17/12/2024 is Rs.73,633/- and the defendant No.2 is the guarantor?

II. Whether the plaintiff-bank is entitled for the relief as claimed in the plaint?

III. What order or decree?

7. My findings on the above points are as under;

POINT No.I : In the Affirmative
POINT No.II : In the Affirmative
POINT No.III : As per the final order for the following:

REASONS

8. **POINT No.I** : It is the specific case of the plaintiff-bank that the defendant No.1 has approached and taken loan of Rs.1,00,000/- for the purpose of Homemade food business, defendant No.2 is the Guarantor, both have executed necessary documents. Then the defendant No.1 failed to repay the loan amount. As on 17/12/2024 total due has come to the tune of Rs.73,633/-. In spite of repeated request by the plaintiff –bank the defendants have not repaid the

loan amount with interest. Hence, the plaintiff-bank is before the suit.

9. The Branch Manager of the plaintiff-bank has been examined as P.W.1 by reiterating the plaint averments. He has deposed about the sanction of loan to the defendants and non-payment of arrears of loan by the defendants and also deposed about the outstanding loan as on the date of suit.

10. The plaintiff-bank has produced the documents at Ex.P.1 to 10 Ex.P.1 is the Authorization letter. Ex.P-2 is the loan application. Ex.P-3 is the receipt of loan executed by the defendant No.1. On perusal of the same, it could be seen that an amount of Rs.1,00,000/- has been sanctioned to the defendant No.1. Ex.P.4 is the guarantee agreement, Ex.P.5 is the revival letter, Ex.P.7 is the OOD Receipt. Ex.P.8 is the statement of accounts pertaining to the defendant No.1. Ex.P.9 and 10 are the returned postal covers.

11. On perusal of the documents it is clear that the defendant No.1 has availed the business loan from plaintiff bank and agreed to repay the loan with

interest but not made any payment. Further it could be seen from the bank statements that as on 17/12/2024 total due has come to the tune of Rs.73,633/-. The defendant No.1 though appeared through his counsel, did not chosen to contest the case. The defendant No.2 has remained exparte. Entire plaint, documents and evidence of the plaintiff remained unchallenged on record. There is no any reason to disbelieve the case of the plaintiff-bank. Therefore, I am of the opinion that the plaintiff-bank has proved this Point. Accordingly, I answer point No.I in the Affirmative.

12. **POINT No.II**: As discussed above the plaintiff-bank has proved the advancing of the loan to the defendants and the existence of outstanding loan amount from the defendants as on the date of suit. As such, the plaintiff-bank is entitled to recover the dues from the defendants with reasonable interest. The plaintiff –Bank has sought for interest @ 13.5% on the outstanding dues from the defendants. The defendant No.1 took the loan for business purpose. Considering

the facts and circumstances I am of the opinion that it is just and proper to award interest @ 10% per annum. Hence, I answer Point No.II in the Affirmative.

13. **POINT No.III** : As discussed above suit of the plaintiff is required to be decreed. There is no reason to refuse the cost. Hence, I proceed to pass the following:

O R D E R

Suit of the plaintiff-bank is hereby decreed with cost.

The defendant No.1 and 2 are jointly and severally liable to repay the amount of Rs.74,133/- to the plaintiff-Bank with interest @ 10% per annum from the date of suit till realization.

Draw decree accordingly.

(Dictated to Stenographer directly on computer, computerized by him, printed and then corrected and pronounced by me in the Open Court on this **01st day of August, 2026**)

Sd/- 01/08/2026

(G.R.SHETTAR)
Prl.Sr.Civil Judge & CJM,
GADAG

A N N E X U R E

LIST OF WITNESSES EXAMINED FOR PLAINTIFF:

P.W.1 : Shridevi Kodihalli

LIST OF DOCUMENTS EXHIBITED FOR PLAINTIFF:

Ex.P.1	:	Authorization letter
Ex.P.2	:	Loan Sanction letter
Ex.P.3	:	Loan receipt
Ex.P.4	:	Hypothecation deed
Ex.P.5	:	Guarantee Agreement
Ex.P.6	:	Revival Letter
Ex.P.7	:	OOD Receipt
Ex.P.8	:	Statement of Account
Ex.P.9 & 10	:	Return notice
Ex.p.9(a) & 10(a)		Postal Covers

LIST OF WITNESSES EXAMINED FOR DEFENDANTS:

--NIL--

LIST OF DOCUMENTS EXHIBITED FOR DEFENDANTS:

--NIL--

Sd/- 01/08/2026

(G.R.SHETTAR)
Prl.Sr.Civil Judge & CJM,
GADAG