KAHS410009502024

Presented on : 01-02-2024
Registered on : 01-02-2024
Decided on : 06-07-2026
Duration : 2 years, 5 months, 5 days

IN THE COURT OF PRINCIPAL CIVIL JUDGE AND J.M.F.C. AT ARSIKERE

:: PRESENT ::

SMT.VEENA KOLEKAR, ***BA., LL.B.(Hons), LL.M.***
Prl. Civil Judge & J.M.F.C., Arsikere

DATED THIS 06TH DAY OF JULY 2026

ORIGINAL SUIT No.94/2024

Plaintiff	:	Union Bank of India (Erstwhile Corporation Bank), A Body Corporation Constituted under the Banking Companies (Acquisition & Transfer of undertakings Act, 1980) having its Head Office at Hassan, and Branch at Bendekere, Arsikere Taluk, represented by its Manager Sri.Manjunath, Aged about 40 years, Manager, Bendekere Branch, Arsikere Taluk, Hassan District and authorized person.

(By Sri.A.S.J., Advocate)

- Versus -

Defendant : Giriyamma
W/o Siddappa,
Aged about 40 years,
R/o: Kardihalli Village,
Agrahara Post, Banavara Hobli,
Arsikere Taluk, Hassan District.

(Exparte)

:: JUDGMENT ::

This suit is filed by the plaintiff bank seeking to recover a sum of Rs.2,98,777/- upto 31.12.2023 together with Court Costs, current interest and future interest compounded monthly rests, amount claimed from the date of suit till the date of realization from the defendant.

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

The case of the plaintiff is that, the defendant approached the plaintiff Bank for the financial assistance for agricultural purpose and obtained loan of Rs.2,50,000/- on 03.02.2021 with interest at the rate of 10.30% p.a. The defendant agreed to repay the loan amount with interest as agreed i.e., 10.30% per annum. The defendant has executed necessary loan documents in favour of the plaintiff bank. After availment of the said loan, the defendant has not repaid the loan amount and became defaulter. Inspite of repeated requests, the defendant has not repaid the loan amount due to the plaintiff bank. The plaintiff bank has issued notice on 30.06.2023 to the defendant to make the payment of loan amount. Inspite of service of the notice, the defendant neither repaid nor replied to the said notice and the defendant is due in a sum of Rs.2,98,777/- to the plaintiff bank. Hence, the plaintiff bank has filed the present suit for recovery of due amount and prayed to decree the suit.

3. Inspite of service of summons, the defendant remained absent, hence she was placed exparte.

4. In order to prove the case of the plaintiff bank, the Manager of the plaintiff bank was examined as PW-1 and got marked documents as per Ex.P1 to Ex.P16.

5. Heard argument. Perused the records.

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

:: <u>POINTS</u> ::

1. Whether the plaintiff-bank is entitled to recover sum of Rs.2,98,777/- with interest from the date of suit till the date of realization from the defendant ?
2. What order or decree ?

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

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

:: **REASONS** ::

8. **Point No.1 :** The above suit is filed for the relief of recovery of sum of Rs.2,98,777/- with interest at the rate of 10.30% p.a. from the defendant. To prove its case, the Manager of the plaintiff bank got examined as PW-1 and he reiterated plaint averments in his chief examination affidavit. In his evidence he has deposed that the defendant has obtained loan for agricultural purpose a sum of Rs.2,50,000/- on 03.02.2021 with interest at the rate of 10.30% p.a. and agreed to repay the said amount with interest. He has produced Ex.P1 is the Loan application dated 03.02.2021, Ex.P2 is the Pre-sanction inspection report dated 03.02.2021, Ex.P3 is the Sanction Letter dated 03.02.2021, Ex.P4 is the Demand Promissory Note dated 03.02.2021, Ex.P5 is the Letter of continuity dated 03.02.2021, Ex.P6 is the Interest agreement dated 03.02.2021, Ex.P7 is the Hypothecation Agreement dated 03.02.2021, Ex.P8 is the Declaration/undertaking dated 03.02.2021, Ex.P9 is the Letter of undertaking from borrower for Disclosure to CIBIL dated 03.02.2021, Ex.P10 is the Scrolling Model for land based agriculture loans,

Crop Loan Specific Information, Ex.P11 is the General Term Loan Agreement, Ex.P12 is the Recall Notice dated 29.03.2023, Ex.P13 is the Statement of Account, Ex.P14 is the Legal Notice dated 28.06.2023, Ex.P15 is the Postal Receipt, Ex.P16 is the Postal Acknowledgment. This suit is filed on 01.02.2024. The cause of action arose on 03.02.2021 and on 30.06.2023 when notice was issued to the defendant. Therefore, the suit is within limitation.

9. It is necessary to note that the summons issued by this Court to the defendant is duly served. She has not appeared before the Court and not stepped into the witness box and not adduced any evidence and also she 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 her promise and became defaulter. She had 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 recover sum of Rs.2,98,777/- with interest at the rate of 6% per annum on principal amount of Rs.2,50,000/- from the date of suit till the date of realization from the defendant. Hence, I answer this point in the ***"Partly in the Affirmative"***.

10. **Point No.2 :** In view of above reasons, I proceed to pass following;

:: ORDER ::

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

The Defendant is directed to pay an amount of Rs.2,98,777/- to the plaintiff bank, with interest at the rate of Rs.6% p.a. on principal amount of Rs.2,50,000/- from the date of the suit till the date of realization.

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 the computer, typed by her, corrected, signed and then pronounced by me in the open court this 06th day of July, 2026)

(SMT.VEENA KOLEKAR)
Prl. Civil Judge & J.M.F.C.,
Arsikere.

:: ANNEXURE ::

A) Witness examined on behalf of the plaintiff:

PW-1 - Rakesh

B) Documents marked on behalf of the plaintiff:

Ex.P1	-	Loan application dated 03.02.2021
Ex.P2	-	Pre-sanction inspection report dated 03.02.2021
Ex.P3	-	Sanction Letter dated 03.02.2021
Ex.P4	-	Demand Promissory Note dated 03.02.2021
Ex.P5	-	Letter of continuity dated 03.02.2021
Ex.P6	-	Interest agreement dated 03.02.2021
Ex.P7	-	Hypothecation Agreement dated 03.02.2021
Ex.P8	-	Declaration/undertaking dated 03.02.2021
Ex.P9	-	Letter of undertaking from borrower for Disclosure to CIBIL dated 03.02.2021
Ex.P10	-	Scrolling Model for land based agriculture loans, Crop Loan Specific Information
Ex.P11	-	General Term Loan Agreement
Ex.P12	-	Recall Notice dated 29.03.2023
Ex.P13	-	Statement of Account
Ex.P14	-	Legal Notice dated 28.06.2023
Ex.P15	-	Postal Receipt
Ex.P16	-	Postal Acknowledgment

C) Witness examined on behalf of defendant:

-NIL-

D) Documents marked on behalf of defendant:

-NIL-

Prl. Civil Judge & J.M.F.C.,
Arsikere.