KAHS510000202026

Presented on : 05-01-2026
Registered on : 05-01-2026
Decided on : 23-07-2026
Duration : 6 months 18 days

IN THE COURT OF I ADDL. CIVIL JUDGE AND JMFC.,

BELUR

Present:-

Smt. Salma A.S.
B.B.A., LL.B.,(Hons)
I Addl. Civil Judge and JMFC., Belur.

Dated this, the 23rd day of July, 2026

O.S. No.10/2026

Between:

Karnataka Grameena Bank,
Sanenahalli Branch, Beluru Taluk,
Hassan District.
Represented by its Manager
Sri. Prathik H.H. S/o Hemanth Kumar H.K
Aged about 39 years,

...Plaintiff

(***Sri. S.N.L.,*** *Advocate for Plaintiff)*

And:

Kenchaiah S/o Rangaiah
Aged about 77 years,
R/o Nanjapura village,
Halebeedu Hobli, Beluru Taluk,
Hassan District.

.. ***Defendant***

(Defendant– Ex-parte)

Date of institution of the suit	05-01-2026
Nature of the suit	Suit for Recovery of Money
Date of commencement of recording evidence	15.07.2026
Date on which the Judgment is pronounced	23-07-2026
Duration	**Year Month days**

JUDGMENT

This suit is filed by the plaintiff bank against the defendant for recovery of sum of Rs.2,08,877/- along with interest @ 12.00%p.a., plus penal interest of 2% p.a., on the claimed amount, from the date of suit till the date of realization.

The brief facts leading to the present suit are as under:

2. It is the case of the plaintiff bank that, the defendant has availed the loan facilities from the then Kaveri

Kalpatharu Grameena Bank and it was amalgamated with Karnataka Grameena Bank on 04.01.2019. Hence the plaintiff bank has right to file this suit. The defendant is the permanent resident of Beluru Taluk. On 03.11.2008 the defendant has approached the plaintiff Bank for financial assistance of sum of Rs.30,000/- for purpose of crop cultivation. The plaintiff bank agreed to sanction the said loan and on 03.11.2008, sanctioned the loan amount of Rs.30,000/- to the defendant and in turn the defendant has signed the sanction order agreeing to the terms and conditions of the Plaintiff Bank. In terms of security, the defendant has mortgaged the property. The defendant has executed Sanction order, memorandum of agreement for agriculture loan etc.,. Further, the defendant has agreed to repay the loan amount within 3 years with interest at the rate of 7.00% p.a.. But, the defendant did not repay the loan amount with interest as agreed by him. As on 30.09.2025, the outstanding balance amount of Rs.2,02,658/- was remained unpaid including interest.

3. It is stated by the plaintiff bank that, the defendant has not repaid the loan amount as per stipulations in spite of repeated requests and reminders made by the plaintiff bank. The plaintiff bank issued legal notice dated 16.10.2025. The defendant has executed the letter of revival on 08.10.2011, 20.09.2014, 20.12.2016, 16.11.2018,

14.10.2020 and 20.09.2023 in favour of plaintiff bank. Now, Rs.2,08,877/- is due which includes the interest at 12.00%p.a. plus penal interest of 2% on the claimed amount, from date of the suit, till the date of realization to the plaintiff bank. Hence, the plaintiff bank has preferred this suit for recovery of money.

4. On service of summons held to be sufficient on the defendant, he did not appear before the court and remained absent and accordingly, he has been placed ex-parte. As such the claim of the plaintiff bank remained unchallenged.

5. Basing on the pleadings, the following points would arise for consideration of this court.

POINTS

1) Whether the plaintiff bank is entitled to recover an amount of Rs.2,08,877/- along with interest @ 12.00%p.a., plus penal interest of 2% on the claimed amount from the defendant has from the date of suit, till the date of realization?

2) What order or decree?

6. In order to establish the case of the plaintiff bank, the Branch Manager of plaintiff bank got himself examined as PW1, got marked Ex.P1 to Ex.P.14 and closed their side. Since the defendant has remained ex-parte, the evidence

adduced by the plaintiff remained unquestioned and unrebutted.

7. Heard arguments. On the basis of pleadings, oral and documentary evidence as well as all the materials available on record, answer of this court to the above points is as under:

Point No.1 : **In the Affirmative.**

Point No.2 : **As per final order for the following:**

REASONS

8. **Point No.1:** This suit is filed by the plaintiff bank for recovery of sum of Rs.2,08,877/- along with interest @ 12.00%p.a., plus penal interest of 2% thereon. In order to establish the claim, the Branch Manager of plaintiff bank Sri. Prathik H.H. S/o Hemantha Kumar H.K got himself examined as PW1, filed affidavit in lieu of his examination in chief and reiterated the plaint averments. The PW1 has deposed regarding sanction of loan to the defendant has, execution of Sanction Memorandum, etc. PW-1 further deposed regarding non repayment of said loan by the defendant, service of the same on the defendant and failure on the part of the defendant to repay the loan and also account extract of loan account of the defendant.

9. Ex.P1 is the Loan application, Ex.P2 is the terms and

conditions, Ex.P3 is the agreement of mortgage, Ex.P4 is the Declaration, Ex.P5 to 8 are the acknowledgment of liabilities, Ex.P9 and 10 are letter of revivals, Ex.P11 is the office copy of legal notice, Ex.P12 is the postal receipt, Ex.P13 is the Postal acknowledgment, Ex.P14 is the Account Statement.

10. The above documents amply establish that, the plaintiff bank has sanctioned loan of Rs.30,000/- to the defendant at the rate of 7.00% p.a. The defendant has executed agreement of mortgage deed. The Ex.P14 is the loan account extract of the defendant. Even after institution of suit and on issuance of summons the defendant has remained absent without contesting the claim of the plaintiff bank. The defendant has ought to have established regarding non availment of loan, if he wished to do so. On the other hand, the defendant has impliedly accepted the claim of the plaintiff bank by acknowledging the debt. The defendant has failed to test the veracity of evidence adduced by the plaintiff bank. As such this court left with no other option except to accept the claim of the plaintiff bank by drawing inference against the defendant.

11. By the oral testimony coupled with documentary evidence, the plaintiff bank has certainly established the sanctioning of loan and non repayment of loan by the defendant. Hence, this court has come to the conclusion

that, the defendant is liable to pay the amount sought to be recovered by the plaintiff bank. There is contractual obligation on the part of the defendant and by way of loan agreement, he had agreed to pay the interest to the plaintiff and he is bound by the same. As such, the suit is required to be decreed and the plaintiff bank is entitled to recover the claim amount as sought for. Accordingly, this court answered Point No.1 in the ***Affirmative***. This court is of the further consideration that, if the defendant are eligible for relaxation under the loan waiver scheme of either Central or State Government, the plaintiff bank may consider the same and extend such benefit to the defendant, if any.

12. **Point No.2:** For the foregoing reasons and discussions made above, this court proceed to pass the following:

::ORDER::

- The suit of the plaintiff bank is hereby decreed as sought for with costs.

- The defendant is liable to pay to the plaintiff bank a sum of Rs.2,08,877/- due with current interest @ 12.00% p.a., and penal interest of 2% in total 14.00% from the date of the suit to till the date of decree, within 60 days from the date of this order.

- The plaintiff bank is also entitled to recover further interest of 6% per annum over the decreetal amount from the date of decree till realization of entire dues in respect of both the loans.
- Draw decree accordingly.

(Dictated to the stenographer directly on computer, corrected by me and then pronounced in the open court on this the ***23rd day of July 2026)***

(Smt. Salma A.S.)
I Addl. Civil Judge & JMFC,
Belur.

-ANNEXURE-

I. WITNESSES EXAMINED FOR THE PLAINTIFF:

PW-1: Prathik H.H. S/o Hemantha Kumar H.K

II. WITNESSES EXAMINED FOR THE defendant has:

Nil

III. DOCUMENTS PRODUCED BY THE PLAINTIFF:

Ex.P1	:	Loan application
Ex.P2	:	Terms and conditions
Ex.P.3	:	Agreement of mortgage
Ex.P4	:	Declaration
Ex.P5 to 8	:	Acknowledgment of liabilities
Ex.P9 &10	:	Letter of revivals
Ex.P11	:	Office copy of legal notice

Ex.P12	:	Postal receipt
Ex.P13	:	Postal acknowledgment
Ex.P14	:	Account statement.

IV. <u>DOCUMENTS MARKED FOR THE defendant has</u>

-- **Nil** --

(Smt. Salma A.S.)
I Addl. Civil Judge & JMFC,
Belur.