KAHS600013992025

Presented on : 16-12-2025
Registered on : 16-12-2025
Decided on : 28-07-2026
Duration : 00 years, 07 months, 12 days

IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE & JMFC, CHANNARAYAPATNA

PRESENT: **H.K.NAVEEN**
L.L.B., L.L.M.,
PRINCIPAL SENIOR CIVIL JUDGE
CHANNARAYAPATNA

DATED ON THIS 28th DAY OF JULY 2026

S.C.No.60/2025

PLAINTIFF/S:-	:	Karnataka Grameena Bank, (Past: Karnataka Gramin Bank), Mattanavile, Channarayapatna Taluk, R/by its Branch Manager.
(Rep. by		**Sri.H.R., Advocate**)

V/s

DEFENDANT/S:-	:	Smt.Shanthamma, W/o Devaraju, Aged about 46 years, R/o Gooli Honnenahalli Village, Mattanavile Post, Nuggehalli Hobli, Channarayapatna Taluk.
		(Exparte)

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Date of institution of suit	:	16.12.2025
Nature of suit	:	Recovery of Money
Date of commencement of recording evidence	:	18.07.2026
Date of pronouncement of judgment	:	28.07.2026
Total duration	:	Year/s Month/s Day/s 00 07 12

(H.K.NAVEEN)
Prl.Senior Civil Judge and JMFC
Channarayapatna

JUDGMENT

The plaintiff Bank has filed the suit against the defendants for recovery of a sum of Rs.82,997/- with future interest.

2) **The brief facts of the plaintiff case as follows;-**

The defendant has approached the plaintiff Bank for financial assistance of Rs.60,000/- for the purpose of purchase of Cross Breed Cows. On the strength of the defendant application, the plaintiff Bank has sanctioned a loan of Rs.60,000/- on 21.04.2017 and disbursed in favour of the defendant. The defendant has executed a loan application, terms and conditions letter, agreement of mortgage in favour of the plaintiff Bank. The defendant has agreed to repay the borrowed amount with interest at the rate of 11.75% p.a with monthly rests. She also agreed to repay the borrowed amount in 60 equal monthly installments of Rs.1,000/- each with interest within 5 years. Inspite of repeated request, the defendant has executed revival letter dated 19.12.2019, 16.07.2021 and 19.03.2024 and has not repaid the borrowed amount. Therefore, the plaintiff Bank has constrained to file the suit against the defendant for recovery of borrowed amount with interest and cost.

3) After service of process of the court, the defendant is remained absent from appearing before the court and hence she was placed exparte.

4) In order to prove the case of plaintiff, the plaintiff Bank has examined its Branch Manager as PW1 and got marked 10 documents as ExP.1 to ExP.10.

5) Heard the arguments and perused the records in detail.

6) The following points arisen for due consideration :

<u>POINTS</u>

1. *Whether the plaintiff Bank proves that the defendant has borrowed a sum of Rs.60,000/- from the plaintiff Bank on 21.04.2017 by executing necessary documents ?*
2. *Whether the plaintiff Bank proves that the defendant has agreed to repay the borrowed amount with interest in 60 equal monthly installments ?*

3. Whether the plaintiff Bank is entitled for the relief as prayed in the plaint ?

4. What order or decree ?

7) My findings to the above issues are as under:

Point No.1 : In the Affirmative

Point No.2 : In the Affirmative

Point No.3: In the Affirmative

Point No.4 : As per final order, for the following:

-:REASONS:-

8) **Point No.1 and 2 :** Both points are interconnected to each other. In order to avoid the repetition of facts and discussion, both points are taken up together for common discussion.

9) The plaintiff Bank has filed the suit against the defendant for recovery of loan amount of Rs.60,000/-. The plaintiff Bank specifically pleaded that the defendant has borrowed a sum of Rs.60,000/- from the plaintiff Bank for purchase of Cross Breed Cows on 21.04.2017 by executing necessary documents. In support of the plaintiff contention, the plaintiff Bank has produced 10 documents which are marked as ExP.1 to ExP.10. ExP.1 is loan application, ExP.2 is terms and conditions with loan sanction letter, ExP.3 is mortgage deed, ExP.4 to ExP.6 are revival letters, ExP.7 is legal notice, ExP.8 is postal receipt, ExP.9 is postal acknowledgment and ExP.10 is account extract.

10) In support of the documentary evidence, the Manager of the plaintiff Bank examined as PW-1 and reiterated the plaint averments. The defendant has not appeared before the court inspite of service of summons. The oral and documentary evidence is unchallenged. The documentary evidence clearly disclose that the defendant has borrowed a loan of Rs.60,000/- from the plaintiff Bank by executing necessary documents and also executed loan revival letters. The bank account is also clearly disclose that defendant is liable to pay a sum of Rs.77,009/-. All these evidence is clearly supported to the plaintiff's contention. The plaintiff Bank has proved the plaint averments. There is no reason to disbelieve the oral and documentary evidence of the plaintiff. Hence, the plaintiff Bank has proved the Issue No.1 and 2. Hence, my answer to **Point No.1 and 2 in the Affirmative.**

11) **Point No.3 :** The plaintiff has proved Point No.1 and 2. Hence, the plaintiff Bank is entitled to recover the sum of Rs.82,997/- from the defendant. The plaintiff Bank is claiming future interest at the rate of 14% p.a from the date of suit till realization. The rate of interest claimed by the plaintiff Bank appears little higher. Hence, the plaintiff Bank is entitled for future interest at the rate of 8% per annum on the principal amount from the date of suit till realization. Hence, my answer to **Point No.3 in the Affirmative.**

12) **Point No.4:-** In view of the above discussion on point No.1 to 3, I proceed to pass the following order.

ORDER

The suit filed by the plaintiff Bank against the defendant is decreed with cost.

The defendant is liable to pay the sum of Rs.82,997/- with interest at the rate of 8% p.a. on the principal amount from the date of suit till realization within 90 days.

Draw decree accordingly.

(Dictated to the stenographer, transcribed and typed by her, corrected and then pronounced by me in the open court on this 28th day of July 2026)

(H.K.NAVEEN)
Prl.Senior Civil Judge and JMFC
Channarayapatna

ANNEXURE

1. Witnesses examined on behalf of Plaintiff:

PW-1 : Sri.Mithun Kumar C.H S/o Honnappa

2. Documents marked on behalf of Plaintiff:

ExP.1	:	Loan application
ExP.2	:	Loan Sanction Letter
ExP.3	:	Simple Mortgage Deed
ExP.4-6	:	Letter of Revival
ExP.7	:	Legal Notice
ExP.8	:	Postal Receipt

ExP.9	:	Postal Acknowledgment
ExP.10	:	Account Extract

3. Witnesses examined on behalf of defendants :

-Nil-

4. Documents marked on behalf of defendants:

-Nil-

(H.K.NAVEEN)
Prl.Senior Civil Judge and JMFC
Channarayapatna