

KAHS610001762026



**IN THE COURT OF I ADDL CIVIL JUDGE AND JMFC  
AT CHANNARAYAPATNA, HASSAN**

**Presided Over by  
Sri.Purushothama T.P**

**B.A., L.L.B.,**  
I Addl. Civil Judge and JMFC,  
Channarayapatna.

**DATED 8<sup>th</sup> DAY OF APRIL, 2026**

**O.S.No.74/2026**

**Plaintiff/s**

: Karnataka Grameena Bank,  
(Erstwhile: Karnataka Gramin Bank)  
Channarayapatna-Branch,  
Represented by its branch manager  
R/o Channarayapatna,  
Hassan District.

**(Represented by Sri.C.S.D, Adv.,)**

**V/S**

**Defendant/s** :

Thirumalegowda S/o  
Late Javaregowda  
Aged about 62 years,  
R/o Narayanapura village,  
Sagathavalli Post,  
Dandiganahalli hobli,

Channarayapatna Taluk,  
Hassan District,

**(Defendant - Exparte)**

Date of institution of the suit : 13.01.2026

Nature of the suit : Money Suit

Date of commencement of recording:  
evidence 04-03-2026

Date on which the judgment : 8.04.2026  
pronounced

Total duration : Year/s Month/s Day/s  
00 02 26

**J U D G M E N T**

The Plaintiff Bank has filed this suit against the Defendant for recovery of an amount of Rs.2,02,367/- together with interest at the rate of Rs.14.00% per annum and including penal interest 2% per annum from the date of suit till the date of realization.

**2. The brief facts of the Plaintiff's Bank are as under ;**

It is the case of the Plaintiff Bank that, around 3. December 2014 the defendant herein approached the plaintiff's Bank for financial assistance for the purpose of agricultural activities under Kisan Credit Card Scheme. Under this scheme the defendant can avail the loan for a period of 5 years up to maximum Rs.3,52,000-00 periodically i.e., 1st year they can avail the loan amount of Rs.2,40,000-00 2nd year, Rs.2,65,000-00 3rd year Rs. 2,91,000-00, 4th year Rs.3,20,000-00 and 5th year Rs.3,52,000-00. The plaintiff's Bank disbursed the loan of Rs.2,40,000-00 on 05-12-2014. (Loan A/C No.42110354015421). It is submitted that for valuable consideration received as above the defendant has executed the various documents i.e., Loan application sanction cum Terms and conditions letter, adamana pathrada kararu Registered Simple Mortgage for creating the charge upon the schedule properties in favour of the

plaintiff's Bank. As per the terms and conditions agreed to between the parties the said loan was to carry interest at the rate of 7% p.a. And loan amount above Rs.3,00,000-00 @14.25% p.a., if loan amount regularly renewed, with half yearly rests. The defendant has also agreed to pay penal interest at the rate of 2% p.a., and also varied rate of interest as per R.B.I directions. The defendant has also agreed to repay the aforesaid loan of Rs.3,52,000-00 within 5 years, subject to annual review. The defendant is now due and owing to the plaintiff's Bank in a sum of Rs.2,02,367-00 including interest up to 03-01-2026. As per the statement of account produced herewith. It is prayed that the entries made in the statement of account may kindly be read as part and parcel of this plaint. The defendant has failed and neglected to the terms and conditions as agreed by them in respect of repayment of the aforesaid loan of Rs.3,52,000-00. The defendant has failed and neglected to repay the outstanding amount despite repeated

requests and reminders made by the plaintiff, even after receipt of the notice issued by the plaintiff's bank. Hence this suit. The defendant has executed the Letter of commitment on 18-08-2017, Acknowledgment of Liability on 30-03-2019, Letter of Revival on 13-01-2022 and 17-12-2024, acknowledging his liabilities to the plaintiff's Bank. The cause of action for the suit arose on or around December 2014 and when the defendant approached the plaintiff's Bank for financial assistance, when the plaintiff's Bank sanctioned the loan of Rs.3,52,000-00 and disbursed the loan of Rs.2,40,000-00 on 05-12-2014, and the defendant has executed Loan application, Sanction cum Terms and Conditions letter, Adamana Pathrada Kararu, Registered Simple Mortgage for created the charge upon the schedule properties. The balance outstanding in Defendant account is a sum of Rs.2,02,367/-. Hence, the Plaintiff has filed this suit.

**3.** In pursuance to the suit summons, the Defendant never appeared before the Court. Hence, the

Defendant is placed ex-parte.

**4.** In order to substantiate the case of the Plaintiff Bank, the Manager of the Plaintiff Bank got examined as P.W-1 and got marked the documents at Ex.P-1 to P-12 and closed his side. Since, the Defendant is placed ex-parte, the matter was posted for arguments.

**5.** Heard arguments from the Plaintiff's counsel and perused the materials on records.

**6.** The points that arise for the consideration of this Court are as under:-

*1. Whether the Plaintiff bank proves that the Defendant has borrowed a sum of Rs.3,52,000/- on 05.12.2014 by executing necessary loan documents?*

*2. Whether the Plaintiff Bank proves that the Defendant had agreed to repay the loan amount with agreed interest as per the terms and conditions of the Bank?*

*3. Whether the Plaintiff Bank is entitled for the relief as sought for?*

*4. What decree or Order?*

7. On consideration of the materials placed on record, this Court answers the aforesaid points as hereunder:

- Point No.1** : **In the Affirmative**  
**Point No.2** : **In the Affirmative**  
**Point No.3** : **Partly in the Affirmative**  
**Point No.4** : As per the final order  
for the following:

**:: REASONS ::**

8. **Point No.1 and 2** :- As these points are interconnected to each other, they are taken up together for common discussion, in order to avoid repetition of facts and evidence.

9. As aforesaid, the Manager by name Prabhu of the Plaintiff Bank got examined as PW-1. In lieu of his examination-in-chief, he filed affidavit by reiterating the plaint averments. Apart from his oral evidence, he has produced the documents at Ex.P-1 to 12. Ex.P-1 is loan application form, Ex.P-2 is Agreement, Ex.P-3 is

Hypothication agreement, Ex.P-4 Simple mortgage deed, Ex.P-5 and 6 are Acknowledgment of liability, Ex.P-7 and 8 are Revival letters, Ex.P-9 is statement, Ex.P10 is legal notice, Ex.P11 is postal receipt, Ex.P-12 is postal acknowledgment.

**10.** As could be seen from the Ex.P-1 to 6 & 10, it apparent that, the defendant has borrowed an agricultural activities under Kisan Credit Card Scheme. period of 5 years up to maximum Rs.3,52,000-00 periodically i.e., 1st year they can avail the loan amount of Rs.2,40,000-00 2nd year, Rs.2,65,000-00 3rd year Rs. 2,91,000-00, 4th year Rs.3,20,000-00 and 5th year Rs.3,52,000-00. The plaintiff's Bank disbursed the loan of Rs.2,40,000-00 on 05-12-2014. (Loan A/C No.42110354015421). It is submitted that for valuable consideration received as above the defendant has executed the various documents i.e., Loan application sanction cum Terms and conditions letter, adamana pathrada kararu Registered Simple Mortgage for creating

the charge upon the schedule properties in favour of the plaintiff's Bank. As per the terms and conditions agreed to between the parties the said loan was to carry interest at the rate of 7% p.a. And loan amount above Rs.3,00,000-00 @14.25% p.a., if loan amount regularly renewed, with half yearly rests. The defendant has also agreed to pay penal interest at the rate of 2% p.a., and also varied rate of interest as per R.B.I directions. Further the defendant has also produced the letter of revival seeking more time to clear the outstanding loan as per Ex.P-7 and 8. Further as per Ex.P-9 is the defendant is due an total amount of Rs.Rs.2,02,367/-. In spite of service of summons, the defendant neither appear before the court nor filed any written statement. Hence, the evidence lead by the plaintiff Bank is remained unchallenged and unrebutted. Further, through the oral evidence as well documentary evidence of PW-1, the plaintiff Bank is able to establish its case that the defendant has borrowed a loan amount of Rs.3,52,000/-

from the plaintiff Bank and executed Ex.P-3 & P.4 i.e. Agreement cum Deed of Hypothecation for agricultural loans. Thus this court has no other alternative than to rely upon the reliable and convincing evidence produced by the PW-1. As such this court answers ***point Nos.1 and 2 in the Affirmative.***

**11. Point No.3**:- The present suit is brought by the plaintiff Bank for recovery of Rs.2,02,367/-. Further the plaintiff Bank claims future interest at the rate of 13% from the date of suit till realization. As stated above, the defendant has borrowed a loan of Rs.3,52,000/- on 05.12.2014. The plaintiff bank is claiming Rs.2,02,367/- including interest at the rate of 14.00% p.a. compounded as till the date of realization. Further, the loan obtained by the defendant's is an agricultural loan, hence awarding future interest at the rate of 14.00% p.a. is too exorbitant. Hence if the future interest is awarded at the rate of **6%** per annum, it would suffice the cause of

justice. Thus this court answers ***point No.3 is partly in the Affirmative.***

**12. POINT No.4** :- In the light of foregoing discussions, this Court proceeds to pass the following :

**:: ORDER ::**

The suit of the Plaintiff Bank is hereby partly decreed with costs.

It is hereby declared that the Defendant is liable to pay a sum Rs.2,02,367/- from the defendant at the rate of 6% p.a from the date of suit till the date of realization.

Further, the defendants are liable to pay the decretal amount to the plaintiff bank within 3 months from this day. If the defendants fail to pay the same, the plaintiff bank is at liberty to recover the same in accordance with the law.

Draw decree accordingly.

(Dictated to the Stenographer, typed by her directly through computer, corrected by me and then pronounced in the open court on this the **8<sup>th</sup> day of April, 2026**)

**(PURUSHOTHAMA T.P )**  
I Addl. Civil Judge & JMFC.,  
Channarayapatna.

**A N N E X U R E**

**List of witnesses examined for the Plaintiff:**

PW-1 :Prabhu

**List of witnesses examined for the Defendant:**

- NIL -

**List of documents marked for the Plaintiff:**

Ex.P1 : Loan Application  
Ex.P2 : agreement  
Ex.P3 : Hypothecation agreement  
Ex.P4 : Simple mortgage deed  
Ex.P5&6 : Acknowledgment of liability  
Ex.P.7&8 : Letter of Revivals  
Ex.P 9 : Statement  
Ex.P10 : Legal notice

Ex.P11 : Postal receipt

Ex.P12 : Postal acknowledgment

**List of documents marked for the Defendant:**

- NIL -

**(PURUSHOTHAMA T.P )**  
I Addl. Civil Judge & JMFC.,  
**Channarayapatna.**