

KAHS610021542025



IN THE COURT OF PRL. CIVIL JUDGE & JMFC.,
CHANNARAYAPATNA

PRESENT :

Smt Kusuma.V. B.A.L, LL.B.,
Prl. Civil Judge & JMFC.,
Channarayapatna.

Dated : 17th day of March 2026

O.S.No.572/2025

PLAINTIFF :: **Canara Bank,**
a body corporate constituted under the
Banking companies
(Acquisition and Transfer of
Undertakings) Act,
1970, having its Head office at 112 JC
Road,
Bengaluru-560 002,
and having amongst others a branch
office
at Bagur, Channarayapatna Taluk,

Represented by its Manager:

Mr. Vijay Kumar,
S/o Ramesh Prasad Yadav,
Aged about 39 years,
Residing at Channarayapatna Town-
573116.

[By: Sri. RMC, Advocate]

- V/s -

DEFENDANT :: **Rajaiah,**
S/o Velapuraiah,
 Aged about 68 years,
 R/o B.Kalenahalli Village,
 Chowlagala Post,
 Bagur Hobli,
 Channarayapatna Taluk,
 Hassan District-573116.

[**Defendant placed Exparte**]

Date of institution of the suit	26-06-2025		
Nature of the suit	Money Suit		
Date of the commencement of recording of the evidence	13-01-2026		
Date on which the judgment was pronounced	17-03-2026		
Total duration	Years 00	Months 08	Days 19

(Kusuma.V)
Prl. Civil Judge & JMFC.,
Channarayapatna.

J U D G M E N T

It is the suit for recovery of money of Rs.2,93,809/- along with floating interest at the rate of 11.95% p.a. from the date of suit till its realization and for create of charge over the hypothicated movable and immovable properties of the defendant and also for recovery of court fee of

Rs.19,973/- and advocate fee Rs.8,032/- and for such other reliefs.

Brief facts of the plaintiff's case are as under :

2. The defendant on 23.07.2011 approached the plaintiff-bank for financial accommodation under agricultural loan and in consideration of the above request, the plaintiff bank has sanctioned loan of Rs.95,000/- at 11.25% floating rate of interest, compounded and overdue interest charges at 2% p.a.. Further it is submitted that the defendant has agreed to abide by all the terms and conditions, rules and regulations of the plaintiff-bank then in force and to be brought into force from time to time concerning the loan has executed agreement for hypothecation dated 23.07.2011, for the aforesaid sanction limit of Rs.95,000/- in favour of the plaintiff-bank and the defendant has also created charge dated 23.07.2011 in favour of plaintiff's bank with regard to the hypothecated property towards repayment of the said loan amount. But the defendant has not paid the said loan amount to the plaintiff bank.

3. Further it is submitted that, the defendant has executed letter of revival dated 12.06.2014, 10.02.2017, 02.07.2018, 08.06.2021, and on 05.06.2023 seeking more time to clear the outstanding loan amount by acknowledging the outstanding loan amount and on 22.04.2024 the plaintiff bank has issued legal notice to the defendant demanding the

repayment of outstanding loan amount, but even the defendant failed to repay the loan amount with interest. Hence the plaintiff's bank without having any alternative filed this present suit.

4. After service of summons, the defendant has not appeared before the court, hence he was placed *exparte*.

5. The court has further proceeded. The plaintiff-bank in order to prove the case has examined the Manager by name Vijay Kumar as PW.1 and got marked Ex.P1 to 11 documents. On the other hand no oral and documentary evidence produced by the defendants.

6. On the basis of plaint, oral evidence and documentary evidence, the following points arises for consideration :

1. Whether the plaintiff bank proves that the defendant has borrowed loan of Rs.95,000/- on 23.07.2011 under the agricultural loan and agreeing to repay the same with interest at the rate of 11.25% p.a. with yearly rest, failing which he is liable to pay interest at the rate of 2.00% p.a. with yearly rest and executed agreement of hypothecation on 23.07.2011 as security in favour of the plaintiff-bank?
2. Whether the plaintiff bank is entitled the suit claim?
3. What order or decree?

7. Heard the arguments of the learned counsel appearing for the plaintiff bank, perused the oral and

documentary evidence and this court answered the above points are as below :

Point No.1 : In the Affirmative

Point No.2 : In the Affirmative

Point No.3 : As per final order for the following :

:: REASONS ::

8. **Point No.1 & 2** :- For the facts and circumstance of the suit is concern these two points are interlinked and they are taken up together for common discussion.

9. According to the plaintiff-bank, defendant on 23.07.2011 approached the plaintiff-bank for financial accommodation under agricultural loan and in consideration of the above request, the plaintiff bank has sanctioned loan of Rs.95,000/- at 11.25% floating rate of interest, compounded and overdue interest charges at 2% p.a. Further it is submitted that the defendant has agreed to abide by all the terms and conditions, rules and regulations of the plaintiff-bank then in force and to be brought into force from time to time concerning the loan has executed agreement for hypothecation dated 23.07.2011, for the aforesaid sanction limit of Rs.95,000/- in favour of the plaintiff-bank and the defendant has also created charge dated 23.07.2011 in favour of plaintiff's bank with regard to the hypothecated property towards repayment of the said

loan amount. But the defendant has not paid the said loan amount to the plaintiff bank.

10. Further it is submitted that, the defendant has executed letter of revival dated 12.06.2014, 10.02.2017, 02.07.2018, 08.06.2021, and on 05.06.2023 seeking more time to clear the outstanding loan amount by acknowledging the outstanding loan amount and on 22.04.2024 the plaintiff bank has issued legal notice to the defendant demanding the repayment of outstanding loan amount, but even the defendant failed to repay the loan amount with interest.

11. The plaintiff in order to prove the case on the basis of documentary evidence produced Ex.P1 to 11 documents. The perusal of Ex.P1 copy of loan application go to shows that the defendant has approached the bank to borrow the loan under agricultural loan. Ex.P2 is the loan sanction memorandum. Ex.P3 is the Hypothecation agreement it discloses that, the defendant borrowed the loan amount by hypothecating the properties mentioned in Ex.P.3, Ex.P.4 to 8 are the letters of revival, Ex.P9 is the legal notice, Ex.P10 is the postal receipt, Ex.P.11 is the statement of account.

12. Herein, on going through the cogent, oral and documentary evidences are concerned, the defendant has borrowed the loan to the tune of Rs.95,000/- from the plaintiff-bank on 23.07.2011 agreeing to repay the loan amount along with interest at the floating rate of 11.95%

p.a. and executed hypothecation deed dated 23.07.2011. Furthermore, available materials are concerned the defendant became the will full defaulter. Accordingly, at this juncture, the defendant is liable to repay the loan amount as claimed in the plaint. Herein it is no doubt that the defendant has executed agreement for hypothecation, in favour of plaintiff-bank. Accordingly, the plaintiff-bank has made out the case and **hence, this court answered point Nos.1 & 2 in the affirmative.**

13. **Point No.3** :- In view of the discussion and conclusion arrived in the above points are concerned, the suit of the plaintiff-bank is decreed with cost. Hence, this court proceed to pass the following :

ORDER

The suit of the plaintiff-bank is hereby partly decreed with cost.

It is hereby declared that the defendants is liable to pay a sum of Rs.2,93,809/- along with interest at the rate of 11.95% p.a. till the date of Judgment. Further, the defendant is also directed to pay the future interest at the rate of 6% p.a. on the decretal amount of Rs.2,93,809/- from the date of the Judgment till the recovery of entire decretal amount.

The defendant is directed to pay the decretal amount within three months from the date of this Judgment. If the defendant fails to pay the same, the plaintiff bank is at liberty to sell the suit

properties/mortgaged properties by applying for final decree proceedings as contemplated under order 34 rule 4 of C.P.C.

[Dictated to the Stenographer on-line computer directly, corrected and then signed and pronounced by me in the open Court this the 17th day of March, 2026]

(Kusuma.V)
Prl. Civil Judge & JMFC.,
Channarayapatna.

ANNEXURE

List of witnesses examined on behalf of plaintiff :

PW.1 : Vijay Kumar

List of documents marked on behalf of plaintiff :

Ex.P1 : Loan application.
Ex.P2 : Loan sanction memorandum
Ex.P3 : Agreement for Hypothecation.
Ex.P4 to 8 : Letters of revival
Ex.P9 : Legal Notice
Ex.P10 : Postal receipt
Ex.P11 : Statement of account

List of witnesses examined and documents marked on behalf of defendants :

- Nil -

(Kusuma.V)
Prl. Civil Judge & JMFC.,
Channarayapatna.

Judgment pronounced in the open court
(vide separate judgment)

ORDER

The suit of the plaintiff-bank is hereby partly decreed with cost.

It is hereby declared that the defendants is liable to pay a sum of Rs.2,93,809/- along with interest at the rate of 11.95% p.a. till the date of Judgment. Further, the defendant is also directed to pay the future interest at the rate of 6% p.a. on the decretal amount of Rs.2,93,809/- from the date of the Judgment till the recovery of entire decretal amount.

The defendant is directed to pay the decretal amount within three months from the date of this Judgment. If the defendant fails to pay the same, the plaintiff bank is at liberty to sell the suit properties/mortgaged properties by applying for final decree proceedings as contemplated under order 34 rule 4 of C.P.C.

(Kusuma.V)
Prl. Civil Judge & JMFC.,
Channarayapatna.

