IN THE COURT OF PRL CIVIL JUDGE AND JMFC., SAKALESHPURA

:Present:

SRI LAKSHMI NARASIMHA R.V, B.A.L., L.L.B.,
Prl. Civil Judge & JMFC., Sakaleshpura.

Dated this the 1st day of August, 2026

O.S.No. 89/2024

Plaintiff : Canara Bank,
Sakaleshpura Branch,
Represented by its Manager
Sri. Bijin M.B. S/o Balakrishnan,
Aged about 38 years,
R/at Sakaleshpura Town.

[R/by Sri. I.E.P., Advocate]

-V/s-

Defendants :
1. Smt. Chinnamma
W/o Late P. Shekar,
Aged about 58 years,
2. Sri. S. Raghu S/o Late P. Shekar,
Aged about 42 years,
Both are R/at 3rd Cross,
Halesanthaveri Extension,
Sakaleshpura Town-573134.

(Exparte)

Date of Institution of Suit	06.03.2024
Nature of the Suit	Recovery of money suit
Date of Commencement of Evidence	24.07.2026
Date of pronouncement of Judgment	01.08.2026
Total Duration	Years Months Days
	02 04 26

J U D G M E N T

The plaintiff bank has filed this suit against the defendants for recovery of loan amount Rs.1,56,530-18/- along with interest at the rate of 12.10% compounded monthly and penal interest at the rate of 2%, totally 14% from the date of suit till its realization.

2. ***Facts of the case of plaintiff is as follows:-***

That on 01.03.2021, the defendants have approached the plaintiff bank for financial assistance to meet the medical emergency. Accordingly, the plaintiff bank has sanctioned the loan of Rs.1,40,000/- on 08.03.2021 with interest at the rate of 10.20% per annum compounded monthly over the base rate of interest as may be fixed by the plaintiff bank from time to time vide loan account No.0694607009398. The defendants have executed all the necessary documents in favour of the plaintiff bank. The defendants have agreed to repay the loan amount in 60 equal months with the said interest. The defendants have also agreed to pay additional interest at the rate of 2% p.a. in case of default. The plaintiff bank got issued the legal notice on 16.01.2023, calling upon the defendants to repay the loan amount. The same was returned with the remarks no such addressee. Inspite of repeated request and demand, the defendants have failed to repay the loan amount. The defendant is liable to pay a sum of Rs.1,56,531-18/- as on 04.03.2024. Hence, the plaintiff bank constrained to file the present suit for recovery of money.

3. Inspite of service of summons, the defendants have remained absent. Hence, they are placed exparte.

4. In order to prove the case of plaintiff, the bank manager got examined as PW.1 and got marked Ex.P1 to P9.

5. Based on the plaint averments, the following points would arise for the consideration of this court.

> **<u>Point No.1:</u>** Whether the plaintiff bank proves that the defendants had borrowed personal loan of Rs.1,40,000/- with interest at the rate of 10.20% per annum compounded monthly by executing the necessary documents?
>
> **<u>Point No.2:</u>** Whether the plaintiff is entitled to recover a sum of Rs.1,56,530-18/- along with the interest at the rate of 14.00% per annum compounded monthly from the date of institution of the suit till the date of realization as prayed for?
>
> **<u>Point No.3:</u>** What decree or order?

6. Heard the arguments, perused the plaint and exhibits placed on record.

7. My answer to the aforesaid points is as under:-

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

Point No.2: In the ***Partly Affirmative***

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

::REASONS::

8. **Point No.1::** It is the case of plaintiff bank that, on 01.03.2021, the defendant has approached the plaintiff bank for financial assistance to meet medical emergency. Accordingly, the plaintiff bank has sanctioned the loan of Rs.1,40,000/- on 08.03.2021 with interest at the rate of 10.20% per annum compounded monthly over the base rate of interest as may be fixed by the plaintiff bank from time to time vide loan account No.0694607009398. Inspite of issuance of notice, the defendants have not repaid the loan.

9. In order to support the contention of plaintiff bank, the plaintiff bank has examined its Manager as PW.1 and has reiterated the plaint averments in *toto.* To corroborate the evidence of the plaintiff, PW.1 has produced documents at Ex.P1 to 9. Ex.P1 is the Loan application, Ex.P.2 is the Loan sanctioned Memorandum dated 08.03.2021, Ex.P3 is the Take delivery letter dated 12.03.2021, Ex.P.4 is the Pronote, Ex.P5 is the Clauses to be incorporated in the documentation letter, Ex.P.6 is the Legal Notice dated 16.01.2023, Ex.P.7 and 8 are the Two returned RPAD Covers, Ex.P.9 is the Account statement of defendant No.1.

10. On oral evidence of PW.1 and contents of the documents at Ex.P1 to P5, makes it clear that the defendants had borrowed medical loan of Rs.1,40,000/- from the plaintiff bank and agreed to repay the said loan amount. As per Ex.P3, it can be seen that the defendants have executed take delivery letter. Further, it can be seen from the statement of account in respect of defendant No.1 that she is liable to pay a sum of Rs.1,54,281-76/- towards the out standing of loan as on 31.01.2024.

11. It is pertinent to note here that, the evidence of PW.1 has remained unrebutted as the defendants neither appeared before the court nor contested the suit. In the absence of rebuttal evidence, there is no reasons to disbelieve or discard the evidence and documents produced by the PW.1. As the testimony of PW.1 has not been challenged by way of cross examination, this court is of the opinion that the plaintiff bank has succeeded to prove the agreement of loan. Accordingly, Point No.1 is answered in the ***Affirmative***.

12. **<u>Point No.2::</u>** The plaintiff bank has proved the availing of loan by the defendant on execution of agreement of loan at Ex.P.2 to 5. The plaintiff has proved its case to the satisfaction of this court as per Ex.P1 to 9, the defendants have availed the loan for a sum of Rs.1,40,000/- at the rate of 10.20% per annum. This being the reasons so, this court is of opinion that plaintiff is entitled to recover a sum of Rs.1,56,230-18/- along with the interest at the rate of 10.20% per annum from the date of institution of the suit till the date of decree and at the rate of 6% per annum from the date of decree till its realization as this loan is not for the commercial purpose. Accordingly point No.2 is answered in the ***Partly Affirmative***.

13. **<u>Point No.3::</u>** In view of the discussions made for Point No.1 and 2, this Court proceeds to pass following;

ORDER

The suit of the plaintiff is hereby partly decreed with costs.

The defendants are liable to pay and they are hereby directed to pay a sum of Rs. 1,56,230-18/- along with interest at the rate of 10.20% per annum from the date of suit till the date of decree and at the rate of 6% per annum from the date of decree till the realization.

The Defendants shall pay the aforesaid amount within two months from the date of decree. Failing which, the plaintiff is at liberty to get execute through the process of the court.

Draw decree accordingly.

[Dictated to the stenographer directly on computer and then corrected by me and thereafter pronounced in the open court on this the 1st day of August, 2026]

[Lakshmi Narasimha R.V,]
Prl. Civil Judge and JMFC
Sakaleshpura.

::ANNEXURE::

List of witnesses examined for the plaintiff :

PW.1	:	Sri. Chandra Mohan J.I.

List of documents exhibited for the plaintiff :

Ex.P1	:	Loan application
Ex.P.2	:	Loan sanctioned Memorandum dated 08.03.2021
Ex.P3	:	Take delivery letter dated 12.03.2021
Ex.P.4	:	Pronote

Ex.P5	:	Clauses to be incorporated in the documentation letter
Ex.P.6	:	Legal Notice dated 16.01.2023
Ex.P.7 and 8	:	Two returned RPAD Covers
Ex.P.9	:	Account statement of the defendant

List of witnesses examined for the defendants :

-----Nil-----

List of documents exhibited for the defendants:

-----Nil-----

[Lakshmi Narasimha R.V,]
Prl. Civil Judge and JMFC,
Sakaleshpura.