KAHV020001802026

Presented on : 10-03-2026
Registered on : 11-03-2026
Decided on : 01-07-2026
Duration : 0 years, 3 months, 22 days

IN THE COURT OF THE ADDL. SENIOR CIVIL JUDGE & JMFC, AT:HAVERI.

:: Present :

SMT. SHOBHA B.G., M.A. LL.B
Addl. Senior Civil Judge & JMFC, Haveri.

Dated this 1st day of July– 2026

O.S. No.25/2026

plaintiff's s:	Canara Bank Haveri No.2, having its Head office at Bangalore amongst other branches a branch at Haveri represented by its Senior Branch Manager, Smt.Deepa D/o Parappa Kotrannavar, Age:34 years. **(Rep., by Sri. V.V.K., Adv.,)**

-V/s-

Defendant s:	Sri.Kariyappagouda S/o Guddangouda Patil Age:35 years, Occ:Agriculturist, R/o:Kuragund, Tq: & Dist:Haveri. **(Exparte)**

Date of institution of the suit	10.03.2026		
Nature of suit	Recovery of Money		
Date of commencement of Trial	22.06.2026		
Date on which the judgment was pronounced	01.07.2026		
Duration of suit	Year/s	Months	Days
	03	00	22

J U D G M E N T

The plaintiff's Bank filed this suit for recovery of a sum of Rs.6,44,790/- along with interest at the rate of 10.1% p.a., compounded half yearly rests along with overdue interest at the rate of 2% p.a from the date of suit till its realization.

2. The brief facts of the case are as under: -

The plaintiff's stated that the defendant has applied loan of Rs.3,60,000/- for Crop loan facility on 13.01.2021. The plaintiff's's bank sanctioned said loan amount on the same day. The defendant has executed registered simple mortgage deed for Kissan Credit Card Scheme facility to agriculturists on 12.01.2021 by creating charge on properties bearing RS No.93/3 measuring 03.00 acres 00.29 guntas of Kuragund village. The defendant has executed agreement of Hypothecation for agriculture loans in favour of the plaintiff's's bank towards the loan transaction. As per the terms and conditions of the agreement, the defendant has to repay the above said loan amount in 60 equated monthly installments along with interest. He agreed to repay said loan amount at the rate of interest of 10.1% p.a., at half yearly rests and also agreed to pay over due interest at 2% p.a. Inspite of repeated request and demand made by the plaintiff's's bank, the defendant has not repaid said loan amount. Therefore he is liable to repay the said loan amount. Hence this suit filed well within time. The plaintiff's's bank prayed to decree the suit with costs.

3. In spite of service of summons, the defendant remained absent. Hence he was placed exparte.

4. On the basis of the pleadings the following points that arise for my determination;

1. **Whether the plaintiff's's proves that the defendants have obtained an loan facility and due a loan of Rs.6,44,790/- to the plaintiff's bank ?**

2. **Whether the plaintiff's's bank proves that the defendants have executed guarantee deed and registered simple mortgaged deed and agreed to pay interest at 10.1% compounded monthly rest and over due interest at 2% p.a., ?**

3. **Whether the plaintiff's's is entitled for the relief as sought for ?**

4. **What order or decree?**

5. In order to prove the case of the plaintiff's's Bank, its Manager has been examined himself as P.W.1 and 8 documents got marked at Exs.P.1 to 8. On the other the defendant was placed exparte.

6. Heard arguments and perused the materials placed before the Court.

7. My answer on the above points is as follows:-

Point Nos.1 and 2	**:**	**In the Affirmative;**
Point No.3	**:**	**In the Affirmative;**
Point No.4	**:**	**As per the final order, for the following:-**

R E A S O N S

8. **Point Nos.1 and 2:-** Both these points are considered together as they require same set of discussion and same set of pleadings and documents.

In order to prove the case of the plaintiff's's Bank, its Manager has been examined himself as P.W.1. He has filed affidavit in lieu of his examination-in-chief in which has reiterated averments of plaint. In support of his case, he has produced documents which were marked at Exs.P.1 to 8. On perusal said documents Ex.P.1 reveals that on 13.01.2021 the defendant applied for loan of Rs.3,60,000/- to the plaintiff's bank. Ex.P.2 reveals that the plaintiff's bank sanctioned loan of Rs.3,60,000/- to the defendant on 13.01.2021. Ex.P.3 reveals that the defendant executed loan agreement and deed of hypothecation for Kisan Credit Card in favour of plaintiff's bank on 13.01.2021. Ex.P.4 reveals that defendant executed deed of mortgage executed on 12.07.2021 for the loan obtained by the defendant in favour of the plaintiff's bank by creating charge over the schedule property bearing Sy No.93/3 measuring 3.29 guntas situated at Kuragnda village. Ex.P.5 reveals that the land measuring 3.29 acres in Sy No.93/3 situated at Kuragnda village stands in the defendant. Ex.P.6 reveals that on 16.12.2025 the plaintiff's bank issued legal notice to the defendant requesting him to repay said loan amount along with interest. Ex.P.7 reveals that said notice duly served on defendant. Ex.P.8 is statement of account pertaining defendant which reveals that he has due a loan of Rs.6,43,790/-.

9. On perusal of above documents, it clearly disclose that the defendant has availed loan of Rs.3,60,000/- from the plaintiff's bank. The defendant has executed agreement agreeing for the terms and conditions stipulated therein. He also executed simple mortgage deed with respect to the schedule properties in favour of the plaintiff's bank as per Ex.P.4. In spite of issuance of notice as per Ex.P.6 the defendant failed to repay the entire loan amount. Since the defendant was placed exparte, the evidence of PW.1 remained unchallenged. The documentary evidence supported the oral evidence of plaintiff's, there are no reason to disbelieve the testimony of PW.1. Hence the defendant is liable to repay outstanding loan amount with interest.

10. As far as the interest is concerned according to section 34 of CPC, it contemplates awarding of reasonable interest to be paid on the principal amount adjudged from the date of suit till the date of decree and further interest at such rate not exceeding 6% p.a., but commercial transaction is concerned further rate of interest may exceed 6% p.a. but shall not exceed the contractual rate of interest. In this case the defendant has borrowed the loan for agriculture purpose. As such the defendant is liable to pay the claim amount along with interest at the rate of 10.1% p.a. on the principal amount from the date of institution of suit till date of decree and also liable to pay penal interest at the rate of 2% from the date of suit till its realization. All the document and oral evidence disclose that defendant has availed loan and they have failed to repay the same. The defendant is liable to pay said loan amount along with interest. Accordingly point Nos.1 and 2 are answered in the **affirmative.**

11. **Point No.3:-** The plaintiff's bank has successfully established its case by adducing oral and documentary evidence. The limitation is concerned the defendant has obtained loan on 13.01.2021 and he has executed simple mortgage deed on 12.01.2021. The plaintiff issued legal notice as per Ex.P.6 to the defendant on 16.12.2025. This suit is filed on 03.03.2026, which means this suit is filed within period of limitation. As per Article 62 of Limitation Act the period of limitation for a suit filed to recover of money secured by a mortgage on immovable property is 12 years. Therefore the plaintiff bank is entitled for the relief as prayed in the plaint. Accordingly point No.3 is answered in the **affirmative.**

12. **Point No.4:-** In view of the above discussions, I proceed to pass the following;

ORDER

The suit of the plaintiff is hereby decreed with costs.

The defendant is jointly and severally liable to pay loan amount of Rs.6,44,790/- along with interest at the rate of 10.1% p.a. compounded half yearly rests on the principal amount from the date of the suit to till the decree. The defendant is also liable to pay penal interest at rate of 2%

p.a., from the date of suit till its realization.

If the defendant failed to pay the decreetal amount the plaintiff is at liberty to recover said amount by taking steps with respect to the schedule property in accordance with law.

Draw decree accordingly.

(Dictated to the stenographer directly on computer, revised, corrected and then pronounced by me in the open Court on this the 1st day of July, 2026)

(Smt.Shobha B.G.)
I.Addl. Senior Civil Judge and
JMFC, Haveri.

ANNEXURES

List of witnesses examined on behalf of plaintiff's/s :-

P.W.1 - Deepa Kotrannavar

List of documents marked on behalf of plaintiff's/s :-

Ex.P.1	-	Loan application
Ex.P.2	-	Loan sanction Memorandum
Ex.P.3	-	Agreement and deed of hypothecation for Kisan Credit Card
Ex.P.4	-	Simple mortgage deed
Ex.P.5	-	RTC extract pertaining to Sy No.93/3
Ex.P.6	-	Legal notice
Ex.P.7	-	Acknowledgment
Ex.P.8	-	Loan Account statement

List of witnesses examined on behalf of defendant/s :-

Nil

List of documents marked on behalf of defendant/s :-

Nil

(Smt.Shobha,B.G.)
I.Addl. Senior Civil Judge and
JMFC, Haveri.