KAKD520007072025

Govt. of Karnataka [C.R.P. 67]

TITLE SHEET FOR JUDGMENT IN SUITS

Form No. 9 (Civil) Title Sheet for Judgment In Suits (R. P. 91)

IN THE COURT OF THE ADDL. CIVIL JUDGE & JMFC., VIRAJPET

PRESENT: Sri. Vishwanath A. B.B.A.,LL.B.,
C/c Addl. Civil Judge & JMFC.,
Virajpet.

DATED THIS THE 18th DAY OF JUNE 2026

ORIGINAL SUIT NO:63/2025

BETWEEN :

The Karnataka Bank Ltd., a Company incorporated under the Indian Companies Act 1913 carrying the Banking business having its Registered And head office at Mahaveera Circle, PB.No.599, Kankanady, Mangaluru - 575002 and several branches Throughout India and one amongst them at Gonicoppal Branch, Kodagu District.
Rep, by its duly constituted Manager Sri.Mahadev Prasad N.C, S/o Nandeesh K.G, aged about 39 years, R/o Gonicippal, Ponnampet Taluk, Kodagu District.

.... Plaintiff
(By Sri.I.R.Pramod, Adv.,)

AND :

1. Sri. Mohamad Ammen,
   Aged about 25 years,
   S/o Abdul Rashid Shabbir,

behind Kalyani Motors,
Next road of K.K. Group,
R/at Nisarga Layout,
Virajept-571218.

2. Sri. Abdul Rashid Shabbir,
Aged about 59 years,
S/o Razak,
Behind Kalyani Motors,
Next road of K.K.Group,
R/at Nisarga Layout,
Virajept-571218.

3. Thabasum,
Aged about 51 years,
W/o Abdul Rashid Shabbir,
Behind Kalyani Motors,
Next road of K.K. Group,
R/at Nisarga Layout,
Virajpet 571218. … Defendants

(Exparte)

Date of Institution of suit	23.04.2025
Nature of the suit	Recovery of Money
Date of commencement of evidence	22.01.2026
Date of closure of the evidence	22.01.2026
Date of pronouncement of judgment	18.06.2025
Total duration:	Years, 01 Months, 01 Days. 26

VISHWANATH AMARNATH Digitally signed by VISHWANATH AMARNATH Date: 2026.06.18 13:56:47 +0530

(Vishwanath A.)
C/c Addl. Civil Judge & JMFC.,
Virajpet.

JUDGMENT

The plaintiff Bank has instituted the above suit for recovery of ₹3,25,597.47/- with interest at the rate of 12.25% per annum compounded monthly and penal interest @ 5% per annum, from 23.03.2025 till realization from the defendants.

2. The plaintiff has contended that the defendant No.1 as borrower and defendant No.2 and 3 who are the father and mother of defendant No.1 as co-obligants, applied and sanctioned with loan of ₹4,00,000/- from the plaintiff bank vide Ref. No. SMRS/RLPC/700/16307/2019-20 dated 24.07.2019 under loan account No.2607004300013201, for the purpose of education of defendant No.1. However, the defendants having availed a sum up to ₹3,22,600/-, executed term loan agreement and declaration dated 24.07.2019 in favour of the plaintiff bank agreeing to repay the loan by way of 72 Equated monthly installments of ₹12,116/- including the total interest at 11.40% per annum compounded monthly. They have also agreed to pay overdue interest at 5% per annum. The current rate of interest is 12.25%.

3. Plaintiff further contends that the loan amount has to be repaid from 24.07.2024, but the defendants did not repay the loan as agreed in-spite of several requests, demands and reminders issued by the Manager of the plaintiff bank and hence the legal notice dated 10.01.2025 was issued to the defendants and despite service of the same, there is no repayment. The outstanding payable by the defendants as on the date of suit is ₹3,25,597.47/- with interest at the rate of 12.25% p.a., and penal interest at 5% p.a., from 23.03.2025. Defendants have also acknowledged the liability on 15.07.2022. On these averments, the plaintiff Bank has sought for decree in its favour.

4. Despite service of suit summons, the defendants have not appeared and hence they are placed *ex-parte*.

5. In proof of the plaintiff's case, the Branch Manager of the plaintiff Bank got examined as PW1 and got marked the documents as Ex.P1 to P11 and closed his side. There is no evidence to contrary from the defendant.

6. Now the following points do arise for consideration:-

1. **Whether the plaintiff proved that defendant No.1 as a borrower and defendant No.2 and 3 as co-obligants availed loan of ₹3,22,600/- from the plaintiff Bank agreeing to repay the same along with interest at the rate of 11.40% P.A., compounded monthly and penal interest @ 5% P.A by executing necessary loan documents?**

2. **Whether the plaintiff proved that the defendants have committed default in repayment of loan amount and thereby liable to pay ₹3,22,597.47/- inclusive of interest at the rate of 12.25% P.A., compounded monthly and penal interest @ 5% P.A from 23.03.2025?**

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

4. What order or decree?

7. The findings of this Court on the above points are as follows.

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

REASONS

8. Points No.1: In proof of its case, the manager of the plaintiff Bank has stepped into the witness box by filing his affidavit in lieu of examination-in-chief, wherein reiterated the plaint averments. PW1 has produced the notarized copy of Power of Attorney at Ex.P10 executed by the plaintiff bank. PW1 further produced the documents at Ex.P1 to 11, out of which Ex.P1 is the loan application form, Ex.P2 is the term loan agreement, Ex.P3 is the declaration letter, Ex.P4 is the consent letter, Ex.P5 is the undertaking letter, Ex.P6 is the Key fact statement for Education loan. The above documents are not disputed by the defendants. All these documents goes to show that the defendant No.1 as a borrower and defendant No.2 and 3 as co-obligants, availed loan of ₹3,22,600/- from the plaintiff Bank for education purpose of defendant No.1 and agreed to repay the same on monthly installments, along with interest at the rate of 11.40% P.A., and penal interest at the rate of 5% P.A.,. Hence, point No.1 is answered in **Affirmative**.

9. <u>Point No.2 & 3:</u> Since these two points require common consideration of facts and materials, they are taken for common discussion.

As per the plaintiff, the defendants have committed default in loan repayment and thus, as on the date of suit, the outstanding amount payable by the defendants is ₹3,25,597.47/- with interest at the rate of 12.25% p.a., and penal interest at 5% p.a., from 23.03.2025. The loan account statements at Ex.P9 & P11 goes to show that the defendants have committed default in loan repayment and as on 24.03.2025, the outstanding amount payable by them is ₹3,25,597.47/- and as on the date of suit i.e, 22.04.2025, the outstanding amount is ₹3,29,153.47/-. Ex.P7 is the acknowledgment of debt dated 15.09.2022 and Ex.P8 is the legal notice dated 10.01.2025. All the above documents are also not disputed by the defendants as they are *ex-parte* and there is nothing on record to doubt the case of the plaintiff. The plaintiff has claimed further interest at 12.25% p.a., along with penal interest of 5% p.a., till realization by the defendants. Whereas the defendants are already charged with interest at the same rate till filing of the suit. Therefore, in view of the above reasons as well as keeping in view the nature of transaction between the parties more particularly the nature of loan, this Court considers it fit to grant *pendente-lite* interest at 11.40% PA, from the date of suit till the date of decree and further interest at 6% p.a., compounded monthly, from the date of decree till realization. Hence **points No.2 and 3** are answered in **Partly Affirmative.**

10. **<u>Point No.4:</u>** For the reasons recorded on the above Points No.1 to 3, this Court considers it fit to partly decree the suit in favour of plaintiff. Accordingly, this Court proceed to pass the following:

<u>ORDER</u>

Suit of the plaintiff is partly decreed with costs.

The defendants are jointly and severally liable to pay the plaintiff Bank an amount of ₹3,25,597.47/- along with interest at the rate of 11.40% P.A from the date of suit till the date of decree and further interest at the rate of 6% P.A, compounded monthly, from the date of decree till realization.

Draw decree accordingly.

(Dictated to the Stenographer, typed by her on computer, corrected and then pronounced by me in the open court on this the ***18th day of JUNE 2026, at Virajpet.****)*

VISHWANATH AMARNATH
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Date: 2026.06.18 13:57:41 +0530

(Vishwanath A.)
Prl. Civil Judge & JMFC.,
Virajpet.

<u>ANNEXURE</u>

<u>LIST OF WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF:-</u>

PW.1 : Sri. Poovanna.I.V,

LIST OF DOCUMENTS MARKED ON BEHALF OF THE PLAINTIFF:-

Ex.P1	: Loan application form
Ex.P2	: Term loan agreement
Ex.P3	: Declaration letter
Ex.P4	: Consent letter
Ex.P5	: Undertaking letter
Ex.P6	: Key Fact Statement
Ex.P7	: Acknowledgment of debt
Ex.P8	: Legal notice dt: 10.01.2025
Ex.P9	: Statement of account
Ex.P10	: Notarized copy of Power of Attorney
Ex.P11	: Statement of account

LIST OF WITNESSES EXAMINED ON BEHALF OF THE DEFENDANTS:-

-Nil-

LIST OF DOCUMENTS MARKED ON BEHALF OF THE DEFENDANTS:-

-Nil-

VISHWANATH AMARNATH Digitally signed by VISHWANATH AMARNATH Date: 2026.06.18 13:57:50 +0530

(Vishwanath A.)
Prl. Civil Judge & JMFC.,
Virajpet.

***MCT**