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**TITLE SHEET FOR JUDGMENTS IN ORIGINAL
SUITS**
**IN THE COURT OF THE PRINCIPAL DISTRICT AND
SESSIONS JUDGE AT MYSURU**

Dated this the 3rd day of June, 2026

PRESENT

Smt. Usharani, B.A.(Law) LL.B.,
Prl. District & Sessions Judge,
Mysuru.

Com.O.S./129/2024

Plaintiff:

STATE BANK OF INDIA

A body Corporate Constituted under the State Bank of India Act, 1955 and having its Central Office at Madam Cama Road, Mumbai-400021 and a branch among other places and interalia-SME Branch, Bamboo Bazar, Mysuru. Represented by its Principal Officer and Chief Manager Smt. Maheswari M.P.

(By Sri C.R. Umashankar, Advocate)

Vs.

Defendant:

M/s. Unique Mobile Shop by its Proprietor Imran Pasha, S/o. Aslam Pasha, aged about 35 years, R/o. No.3099, 5th Cross, Convent Road,

Lashkar Mohalla, Mysuru – 570001.

(Exparte)

Nature of the Suit	:	Money Suit		
Date of filing of the Suit	:	18.04.2024		
Date of pronouncing of Judgment	:	03.06.2026		
Duration of Suit	:	Year/s	Month/s	Day/s
		02	01	15

(Usharani)

Prl. District & Sessions Judge,
Mysuru.

JUDGMENT

This suit has been filed by the plaintiff, State Bank of India, against the defendant, for recovery of Rs.5,39,051/- together with interest at the rate of 9.90% per annum, from the date of suit till realization and also for costs.

2. **The brief averments of the plaint are as under:-**

Plaintiff is a corporate body constituted under the State Bank of India Act, 1955, having its branch at Mysuru. On the application of defendant the proprietor of M/s. Unique Mobile

Shop, plaintiff bank has sanctioned the loan of Rs.7,00,000/- on 11.5.2021 under MSME cash credit loan Scheme on got executing necessary loan documents by the defendant in its favour and defendant has agreed to repay the aforesaid loan with interest at the rate of 9.90% per annum and overdue rate of interest at 2% per annum. After availing the aforesaid loan, inspite of repeated requests and notice, defendant has not repaid the loan amount and hence, his loan account has become NPA. As per the loan account maintained by the plaintiff bank, as on 25.11.2023 defendant is due of Rs.5,19,241-04. By adding un-applied interest of Rs.19,809-96 from 26.11.2023 to 14.04.2024, the total amount due from the defendant is Rs.5,39,051/-. Hence this suit.

3. In spite of issuance of notice through paper publication, the defendant has remained absent and hence, he was placed exparte. Then matter was posted for evidence.

4. The points that arise for my consideration are as follows:

1) *Whether the plaintiff bank proves that the defendant has borrowed loan of*

***Rs.7,00,000/- on 11.5.2021 under MSME
Cash Credit Loan Scheme?***

***2) Whether the plaintiff bank is entitled for
the relief sought for?***

3) What order and decree?

5. The plaintiff bank has examined its Manager as P.W.1 and got marked Ex.P.1 to P.6.

6. Heard arguments.

7. My findings on the above points are as follows:

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

Point No.2 :: **Partly in the affirmative**

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

REASONS

8. **Points No.1 and 2:-** These points are taken up together in order to avoid repetition of facts and question of law.

9. The case of plaintiff Bank is that, the defendant has availed loan of Rs.7,00,000/- from plaintiff State Bank of India, on 11.5.2021 under MSME Cash Credit Loan Scheme, by executing necessary loan documents in its favour. Defendant has

agreed to repay the same with interest at the rate of 9.90% per annum and overdue rate of interest at 2% per annum.

10. In order to corroborate the case of plaintiff Bank, its Manager has reiterated plaint averments in her chief affidavit and got marked the documents at Ex.P.1 to P.6.

11. From the available materials it is evident that, on 23.04.2021 defendant has given application Ex.P.1 to the plaintiff bank for sanction of loan of Rs.10,00,000/- under MSME cash credit loan scheme. After considering the said application, plaintiff bank has sanctioned loan of Rs.7,00,000/- on 11.5.2021 as per Ex.P.2 letter of arrangement. On 7.9.2020 defendant has executed Ex.P.3 agreement of loan cum hypothecation and has agreed to repay the aforesaid loan amount with interest at the rate of 9.90% p.a. Plaintiff has produced Ex.P.5/non starter report issued by District Legal Service Authority, Mysuru, which shows that inspite of efforts to settle the matter, defendant has not shown any interest.

12. According to plaintiff bank, defendant has utilized the said loan for the purpose it was granted, but he has not repaid the same inspite of repeated requests. The P.W.1 has also

produced Ex.P.4 statement of accounts with respect to loan account of defendant, which shows outstanding balance as on 25.11.2023 is Rs.5,19,241-04.

13. Since defendant has remained exparte, the contents of the documents Ex.P.1 to 6 and oral evidence produced by the plaintiff remained unchallenged. Further, afore-discussed facts clearly show that, defendant had loan transaction with plaintiff bank and the total amount due from the defendant is Rs.5,39,051/-, which includes un-applied interest of Rs.19,809-96 from 26.11.2023 to 14.04.2024.

14. Though plaintiff has claimed interest at the rate of 9.90% per annum, by considering the interest prevailing and keeping in view Section 16 of Commercial Courts Act and Section 34 of CPC, I opine it is proper to award interest at the rate of 9% per annum on amount due as per account extract i.e., on Rs.5,19,241-04 from the date of suit, till realization.

15. In view of the above discussion, I opine that plaintiff bank is entitled for recovery of Rs.5,39,051/- with interest @ 9% per annum on Rs.5,19,241-04, from the date of suit till realization, from the defendant. Hence, Point No.1 has been

answered in the **affirmative** and Point No.2 in **partly affirmative**.

16. Point No.3:- In view of the discussion made supra, proceed to pass the following:

ORDER

Suit of the plaintiff Bank is partly decreed with costs.

The defendant is liable to pay Rs.5,39,051/- (Rupees five lakh thirty nine thousand fifty one only) to the plaintiff, with interest at the rate of 9% per annum on Rs.5,19,241-04, from the date of suit, till realization.

Draw decree accordingly.

(Dictated to the stenographer-III; transcript thereof corrected and then pronounced by me in the Open Court, on this the **3rd day of June, 2026**)

(Usharani)

Prl. District & Sessions Judge,
Mysuru.

: ANNEXURE :

1) **Witnesses examined on behalf of plaintiff:**

P.W.1 :: Pratiksha Aswal

2) **Documents exhibited on behalf of plaintiff:**

Ex.P.1 :: Loan application

Ex.P.2 :: Letter of arrangement

- Ex.P.3 :: Agreement of loan cum hypothecation
Ex.P.4 :: Statement of account
Ex.P.5 :: Non Starter/PIMs
Ex.P.6 :: Paper publication

3) **Witnesses examined on behalf of defendant:**

NIL

4) **Documents exhibited on behalf of defendant:**

NIL

**Pri. District & Sessions Judge,
Mysuru.**