KAMS010005082023

BEFORE THE COMMERCIAL COURT & II ADDL. DISTRICT & SESSIONS JUDGE AT: MYSURU.

Dated this the 16th day of July, 2026

:: PRESENT ::

Sri. Mohan Badagandi,
B.Com., LL.B (Spl.,)
Presiding Officer,
Commercial Court &
II Addl. District Judge, Mysuru.

Com.O.S./97/2024

PLAINTIFF	**::**	Canara Bank, Chamaraja Mohalla Branch, at No.1133, CH-36, Ballal Complex, K.M.Puram, Mysuru. R/by its Senior Manager Sri. G. Janardhanam. **(By : Sri. A.H., Adv.,)**

-Vs-

Defendant	**::**	M/s. Manasa Home Food Products, Rep., by its Sole Proprietor Sri. Shekar. H, No.132, In front of Saraswathi Stores, Rajkumar Circle, Vijayeshpura, Manasagangothri Post, Mysuru.

Residential address at:
Sri. Shekar. H,
S/o. Sri. Honnappa,
No.21, Someshwara Layout,
Gomatagiri Road,
Manuganahalli Panchayath & Post,
Bilikere Hobli, Hunsur Taluk,
Mysuru-571103.

(Exparte)

Date of institution of the suit	02.04.2024
Nature of the suit	Money suit
Date of the commencement of recording evidence	24.04.2026
Date on which the Judgment was pronounced	16.07.2026
Total Duration	Year/s 02 · Month/s 03 · Day/s 14

(Mohan Badagandi)
Presiding Officer,
Commercial Court & II Addl.
District & Sessions Judge, Mysuru.

JUDGMENT

This is the suit filed by the Plaintiff-Bank seeking recovery of ₹.8,87,335/- (Rupees Eight Lakhs Eighty Seven Thousand Three Hundred Thirty Five only) with cost and interest from the Defendant.

2. **The brief facts of the Plaintiff's case are as under**:-

The Plaintiff-Bank is a Banking company incorporated under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Registered office at No.112, J.C. Road, Bangalore.

3. The Defendant is a Chef by Profession and with Intention to Start a Business, in the name and style of "M/s Manasa Home Food Products". The Defendant approached the Plaintiff-Bank in the month of February 2016 and gave an application by requesting the Bank to provide a "Term Loan". Based on his request, on 11.02.2016 the Plaintiff-Bank sanctioned Term loan of ₹.5,82,000/- (Rupees Five Lakhs Eighty Two Thousand only) to the Defendant with rate of interest of 10.20% P.A. and the Defendant executed the necessary documents such as, Deed of Hypothecation Re:Machinery, Letter of Undertaking re: Loans/Advances on same day.

4. The Plaintiff further contended that, the Plaintiff-Bank has reminded the Defendant to repay the loan with

interest availed by him. In this regard, the Defendant came to bank and executed Letter of Revival on 04.02.2019 and 04.10.2021.

5. The Plaintiff further contended that, the Plaintiff-Bank has once again reminded the Defendant to repay the loan with interest availed by him. But the Defendant has not cleared the Liability till today nor renewed the same. Therefore, the Defendant is liable to pay a sum of ₹.8,87,335/-. Therefore, Plaintiff-Bank has filed the present suit.

6. The cause of action for the suit arose on 11.02.2016, when Defendant availed loan from the Plaintiff-Bank and executed the necessary loan papers and when the Defendants executed the letter of revivals on 04.02.2019 and another letter of Revival on 04.10.2021 towards the loan amount and promised to clear the loan.

7. Inspite of issuance of summons through Court and Paper publication to the Defendant, he has failed to appear. Hence, he has been placed Ex-parte.

8. On the basis of above said pleadings, the following points that would arise for my consideration are:

1. Whether the Plaintiff-Bank proves that on 11.02.2016 the Defendant borrowed a Term loan of ₹.5,82,000/- (Rupees Five Lakhs Eighty Two Thousand only) from Plaintiff-Bank agreeing to repay the same with interest at the rate of 10.20% P.A?

2. Whether the Plaintiff-Bank further proves that as on the date of filing the suit, the Defendant has due of ₹.8,87,335/- (Rupees Eight Lakhs Eighty Seven Thousand Three Hundred and Thirty Five only)?

3. Whether the Plaintiff-Bank is entitled for future interest at the rate of 10.20% P.A. from 11.12.2022?

4. What order or decree?

9. In support of Plaintiff's case, the Senior Manager of the Plaintiff-Bank in order to substantiate the case has been examined as PW.1 and got marked documentary evidence at Ex.P.1 to P.8.

10. Having heard the arguments of counsel for the Plaintiff and considering the oral and documentary evidence available on record, I answer above points as under:

POINT NO.1	**:**	**In the Affirmative,**
POINT NO.2	**:**	**In the Affirmative,**
POINT NO.3	**:**	**In the Affirmative,**
POINT NO.4	**:**	**As per final Order for the following;**

R E A S O N S

11. **POINTS NO.1 TO 3:** Since these points are inter-related the same are taken-up together for discussion to avoid repetition of discussion.

12. It is specific case of the Plaintiff-Bank that on 11.02.2016 the Defendant availed Term loan of ₹.5,82,000/- (Rupees Five Lakhs Eighty Two Thousand only) from the Plaintiff-Bank, with Intention to Start a Business, in the name and style of "M/s Manasa Home Food Products". The Defendant approached the Plaintiff-Bank in the month of February 2016 by requesting the Bank to provide "Term Loan" and on 11.02.2016 the Plaintiff-Bank sanctioned the

said loan with rate of interest of 10.20% P.A. and Defendant executed the necessary loan documents such as Deed of Hypothecation Re:Machinery, Letter of Undertaking re: Loans/Advances on the same day.

13. Further, after availing the loan the Defendant has not cleared the Liability, Plaintiff-Bank has reminded the Defendant to repay the loan with interest. In this regard, the Defendant executed a Letter of Revival on 04.02.2019 and 04.10.2021. Thereafter, the Plaintiff- Bank has once again reminded the Defendant to repay the loan with interest availed by him but he has not cleared the Liability till today nor renewed the same. Therefore, as on the date of suit the Defendant is liable to pay to the Plaintiff bank Sum of ₹.8,87,335/-. Hence, the suit.

14. The purpose of availing the loan is for start a business and hence, the nature of the transaction is commercial as defined under Section 2(1)(c) of the Commercial Courts Act, 2015 and specified value of the subject matter of the suit as defined under Section 2(c)(l) of the said Act is more than ₹.3,00,000/- (Three lakhs rupees

only) and hence this Court has jurisdiction to entertain the suit.

15. The Senior Manager of the Plaintiff-Bank who has been examined as PW.1 has reiterated the averments of the plaint in his evidence. Plaintiff has produced the documents like Ex.P.1-Loan application dated 02.02.2016, Ex.P.2-Sanction letter dated 11.02.2016, Ex.P.3-Deed of Hypothecation dated 11.02.2016, Ex.P.4-letter of undertaking dated 11.02.2016, Ex.P.5-particulars of machinery, Ex.P.6 & Ex.P.7- Letter of revivals dated 04.02.2019 and 04.10.2021 and Ex.P.8-Statement of Account from 11.02.2016 to 11.12.2022.

16. On going through the oral and documentary evidence available on record, the Plaintiff-Bank has proved that the Defendant has availed the loan of ₹.5,82,000/- on 11.02.2016 by executing necessary loan documents in favour of the Plaintiff-Bank agreeing to repay the loan with interest. There are sufficient material to show that the Defendant has acknowledged his liability by executing the documents i.e., Letter of Revival on 04.02.2019 and

04.10.2021. The allegation of the Plaintiff-Bank is that, the Defendant is defaulter in repayment of the loan, but Defendant has not appeared and resisted the said contention. The evidence adduced by the Plaintiff-Bank remains unchallenged and there is no valid reasons to suspect or reject the evidence adduced by the Plaintiff. The evidence of PW.1 on oath and documentary evidence relied upon by the Plaintiff remains unchallenged. The Plaintiff-Bank has established the committed and proved default in repayment of the loan and as the outstanding amount as on the date of the suit is ₹.8,87,335/-. The Plaintiff-Bank has proved the due execution of all the documents i.e., Ex.P.1 to Ex.P.8 by the Defendant.

17. The Plaintiff-Bank has claimed future interest at the rate of 10.20% P.A. from 11.12.2022, which appears to be proper. The Court is empowered to grant future interest exceeding 6% P.A., but shall not exceed contractual rate of interest in a commercial suit. Considering the nature of the suit and purpose of loan obtained by the Defendant, I am of

the opinion that future interest at the rate of 10.20% P.A., from 11.12.2022 till realisation is proper and appropriate.

18. Under the facts and circumstances of the case there are no impediments to decree the suit in favour of the Plaintiff-Bank. Hence, I answer **Point No.1 to 3** in the **Affirmative.**

19. **POINT NO.4**: Since, I have answered Point No.1 to 3 in the Affirmative, I proceed to pass the following :

ORDER

The suit of the Plaintiff-Bank against Defendant is hereby decreed with costs.

It is ordered and decreed that Defendant is liable to pay to the Plaintiff-Bank a sum of ₹.8,87,335/- (Rupees Eight Lakhs Eighty Seven Thousand Three Hundred and Thirty Five only) with interest at the rate of 10.20% P.A. from 11.12.2022 till realization.

Draw Decree accordingly.

The office is hereby directed to send copy of this judgment to the parties to the proceedings to their respective email ID as required under Section 20 Rule 1 of C.P.C. and as amended under Section 16 of the Commercial Courts Act, 2015.

[Dictated to the Stenographer, directly on computer, corrected and then pronounced by me in the open Court on this the **16th** day of **July, 2026**].

(Mohan Badagandi)
Presiding Officer,
Commercial Court & II Addl.
District & Sessions Judge, Mysuru.

ANNEXURE

LIST OF WITNESSES EXAMINED FOR THE PLAINTIFF/S :

PW.1 : Amol Baban Rao Paturde

LIST OF DOCUMENTS EXHIBITED FOR THE PLAINTIFF/S:

Ex.P.1 : Loan application
Ex.P.2 : Sanction letter
Ex.P.3 : Deed of Hypothecation
Ex.P.4 : Letter of undertaking
Ex.P.5 : Particulars of machinery

Ex.P.6 & 7 : Letter of revivals

Ex.P.8 : Account statement

LIST OF WITNESSES EXAMINED FOR THE DEFENDANT/s:

NIL

LIST OF DOCUMENTS EXHIBITED FOR THE DEFENDANT/s:

NIL

(Mohan Badagandi)
Presiding Officer,
Commercial Court & II Addl.
District & Sessions Judge, Mysuru.