KAMS010074162025

TITLE SHEET FOR JUDGMENTS IN ORIGINAL SUITS

IN THE COURT OF THE PRINCIPAL DISTRICT AND SESSIONS JUDGE AT MYSURU

Dated this the 22nd day of June, 2026

PRESENT

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

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Com.O.S./223/2025

Plaintiff:	**CANARA BANK,** A Bank constituted and functioning under the Banking Companies (Acquisition and Transfer of undertakings) Act, 1970, having its Head Office at No.112, J.C. Road, Bengaluru-560002. Having number of branches and one such branch at Jayalakshmipuram Branch, Mysuru, represented by its duly Constituted Attorney and Chief Manager Smt. Elsy K.K. W/o. Sunny K.C. aged about 54 years.

(**By Sri B.T. Sreekantegowda, Advocate**)

Vs.

Defendant:	**Sri Venugopal D,**

Proprietor of M/s. Shiva Automobiles and Spares, aged about 47 years, S/o. Devarsaiah, No.113/12A, 8th Main, Vidyaranyapuram, Mysuru-570008. Mobile No.9535649980.

(**Exparte**)

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Nature of the Suit	:	Money Suit		
Date of filing of the Suit	:	23.09.2025		
Date of pronouncing of Judgment	:	22.06.2026		
Duration of Suit	:	Year/s	Month/s	Day/s
		00	**08**	**29**

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(Usharani)
Prl. District & Sessions Judge,
Mysuru.

JUDGMENT

This suit has been filed by the plaintiff, Canara Bank, against the defendant, for recovery of Rs.8,36,992-46 together with current and future interest at the rate of 9.05% p.a. from 01.05.2025 compounded monthly, till realization, with costs.

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

On the application of defendant dated 07.08.2020, plaintiff bank has sanctioned cash credit loan facility of Rs.4,00,000/- for the purpose of running a business of sales and service of vehicles. In this regard, the defendant has executed necessary loan documents in favour of the plaintiff bank and has agreed to repay the aforesaid loan amount on demand along with interest at the rate of 9.05% per annum and penal interest at 2% per annum in case of default. After availing the above loan, inspite of repeated requests and also issuance of registered notice, defendant has not repaid the loan amount. Hence, plaintiff bank got issued legal notice on 07.06.2025. Despite legal notice defendant has neither paid the loan amount nor replied to the legal notice. As per the loan account maintained by the plaintiff bank, defendant is due of Rs.8,35,492-46. By adding typing and miscellaneous charges of Rs.1,500/-, the total amount due from the defendant is Rs.8,36,992-46. Hence, this suit.

3. In spite of service of summons, 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 defendant has borrowed Cash Credit loan facility of Rs.4,00,000/- on 10.08.2020 for the purpose of servicing of all types of vehicles and sales and service of vehicles business?**

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

3) **What order and decree?**

5. The plaintiff bank has examined its Senior Manager as P.W.1 and got marked Ex.P.1 to P.10.

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, defendant has availed Cash Credit loan of Rs.4,00,000/- from the plaintiff bank for the purpose of running a business of sales and service of

vehicles by executing necessary loan documents in its favour. Defendant has agreed to repay the aforesaid loan on demand along with interest at the rate of 9.05% per annum and penal interest at 2% per annum in case of default.

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

11. From the oral and documentary evidence, it is evident that, on the application Ex.P.1 of defendant dated 07.08.2020, plaintiff bank has sanctioned cash credit loan of Rs.4,00,000/- on 10.08.2020 for the purpose of running a business of sales and service of vehicles. Under Ex.P.2 Cash credit agreement defendant has hypothecated stocks in trade as security for loan facility and greed to repay the aforesaid loan amount on demand along with interest at the rate of 9.05% per annum. By executing Ex.P.3 letter of proprietorship, defendant has informed that he is trading under the name and style of M/s. Shiva Automobiles and spares and he is the sole Proprietor of the same. The document at Ex.P.4 request for OD facility shows that defendant has given the same on 07.08.2020 requesting the bank to open OD account in the name of M/s. Shiva Automobiles

and Spares. On 10.8.2020 defendant has executed Ex.P.5 pronote for Rs.4,00,000/- promising to pay the loan amount on demand along with interest at 9.05% p.a. The document at Ex.P.6 shows that the defendant had acknowledged the debt by executing revival letter dated 31.10.2022. It is important to note here that, suit has been filed on 23.09.2025. Hence, suit was well within time. Plaintiff has produced Ex.P.10/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 not repaid the said loan amount inspite of repeated demands and issuance of Ex.P.7 legal notice. The P.W.1 has also produced Ex.P.9 statement of account with respect to loan transaction, which shows outstanding balance as on 30.04.2025 is Rs.8,35,492-46.

13. Since defendant has remained exparte, the contents of the documents Ex.P.1 to 10 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 is Rs.8,36,992-46, which includes typing and miscellaneous charges of Rs.1,500/-.

14. Though plaintiff has claimed interest at the rate of 9.05% p.a. compounded monthly, from 01.05.2025 till realization, 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, 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.8,36,992-46, with interest @ 9% per annum 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.8,36,992-46 (Rupees eight lakh thirty six thousand nine hundred and ninety two paise forty six only) to the plaintiff, with interest at the rate of 9% per annum from the date of suit, till realization.

Draw decree accordingly.

(Dictated to the stenographer Gr-III; transcript thereof corrected and then pronounced by me in the Open Court, on this the **22nd day of June, 2026**)

(Usharani)
Prl. District & Sessions Judge,
Mysuru.

: **ANNEXURE** :

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

P.W.1	::	Akshaya

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

Ex.P.1	::	Loan application
Ex.P.2	::	Cash Credit Agreement
Ex.P.3	::	Letter of Proprietorship
Ex.P.4	::	Request for OD facility
Ex.P.5	::	Pronote
Ex.P.6	::	Letter of revival
Ex.P.7	::	Copy of Legal notice
Ex.P.8	::	Unserved postal cover
Ex.P.8(a)	::	Notice
Ex.P.9	::	Statement of accounts
Ex.P.10	::	PIMS

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

NIL

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

NIL

Prl. District & Sessions Judge,
Mysuru.

USHARANI

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Date: 2026.06.23 17:01:02 +0530