KAMS010073052025

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./209/2025

Plaintiff:	**CANARA BANK,** A Body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act, 1970, A Govt. of India undertaking having its Head Office at No.112, J.C. Road, Bengaluru and interalia a Branch office at Nanjumalige, Mysuru, represented by its duly Constituted Attorney and the present Senior Manager Sandeep Kumar H.P. 37 years, S/o. Late Ramesh H.S. (**By Sri B.T. Sreekantegowda, Advocate**)

Vs.

Defendant:	**M/s. Banmata Traders,**

Proprietor, Praveen Kumar, 26 years, S/o. Mangilal, Old No.23, New No.160, Santhepet, Devaraja Mohalla, Mysuru-570001.

(**Exparte**)

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Nature of the Suit	:	Money Suit		
Date of filing of the Suit	:	19.09.2025		
Date of pronouncing of Judgment	:	22.06.2026		
Duration of Suit	:	Year/s	Month/s	Day/s
		00	**09**	**03**

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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.9,35,177/- together with pendent lite and future interest at the rate of 13.50% p.a. compounded monthly, from the date of suit till realization, with costs.

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

Plaintiff is a Nationalized Bank having its branch at Mysuru. On the application of defendant dated 11.02.2022, plaintiff bank has sanctioned open cash credit loan of Rs.8,00,000/- on 18.03.2022 for running hotel business. 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 along with interest at the rate of 9.15% per annum compounded monthly and penal interest at 2% per annum in case of default. On 08.06.2023, defendant has executed letter of renewal and sought for renewal of the OCC loan. After availing the above loan, inspite of repeated demands and also issuance of legal notice dated 20.12.2024, defendant has not repaid the loan amount and became chronic defaulter. As per the loan account maintained by the plaintiff bank, defendant is due of Rs.9,13,565/-. By adding unapplied interest of Rs.20,612/- from 01.02.2025 to 08.03.2025 and typing and filing charges of Rs.1,000/-, the total amount due from the defendant is Rs.9,35,177/-. 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 defendant has borrowed Open Cash Credit loan of Rs.8,00,000/- on 18.03.2022 for running hotel 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 Chief Manager as P.W.1 and got marked Ex.P.1 to P.12.

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 Open Cash Credit loan of Rs.8,00,000/- on 18.03.2022 from the plaintiff bank for running hotel business by executing necessary loan documents in its favour. Defendant has agreed to repay the aforesaid loan along with interest at the rate of 9.15% per annum and penal interest at 2% per annum. Further, on 08.06.2023, defendant has executed letter of renewal and sought for renewal of the OCC loan.

10. In order to corroborate the case of plaintiff Bank, its Chief Manager has reiterated plaint averments in his chief affidavit and got marked the documents at Ex.P.1 to P.12.

11. From the oral and documentary evidence, it is evident that, on the application Ex.P.1 of defendant dated 11.02.2022, plaintiff bank has sanctioned open cash credit loan of Rs.8,00,000/- on 18.03.2022 for running hotel business as per Ex.P.2 sanction memorandum. Ex.P.3 request letter for OD facility shows that defendant has requested to grant an overdraft

facility in current account styled as M/s. Banmata Traders for Rs.8,00,000/- on 18.03.2022. Defendant has executed Ex.P.4 Pronote for Rs.8,00,000/- on 18.3.2022 promising to pay the loan amount on demand with interest at the rate of 9.15% p.a. The documents at Ex.P.5 cash credit agreement and Ex.P.6 letter of undertaking show that defendant has agreed to repay the loan amount of Rs.8,00,000/- along with interest at the rate of 9.15% per annum and he has undertaken to comply with the terms of agreement. By executing Ex.P.8 letter of renewal dated 08.06.2023, defendant has sought for renewal of OCC loan and acknowledged the debt of Rs.8,00,000/-. It is important to note here that, suit has been filed on 19.09.2025. Hence, suit was well within time. Plaintiff has produced Ex.P.11/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 also an issuance of Ex.P.9 legal notice. The P.W.1 has also produced Ex.P.10 statement of account with respect to loan transaction,

which shows outstanding balance as on 18.02.2025 is Rs.9,13,564-08.

13. Since defendant has remained exparte, the contents of the documents Ex.P.1 to 12 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.9,35,177/-, which includes unapplied interest of Rs.20,612/- from 01.02.2025 to 08.03.2025 and typing and filing charges of Rs.1,000/-.

14. Though plaintiff has claimed interest at the rate of 13.50% p.a. compounded monthly, from the date of suit 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.9,35,177/-, 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.9,35,177/- (Rupees nine lakh thirty five thousand one hundred and seventy seven 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 :: Sathish Kumar

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

Ex.P.1 :: Loan application

Ex.P.2 :: Sanction Memorandum

Ex.P.3 :: Request for OD facility

Ex.P.4	::	Pronote
Ex.P.5	::	Cash credit agreement
Ex.P.6	::	Letter of undertaking
Ex.P.7	::	Annexure
Ex.P.8	::	Letter or renewal
Ex.P.9	::	Copy of Legal notice
Ex.P.10	::	Statement of accounts
Ex.P.11	::	PIMS
Ex.P.12	::	Paper publication

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

NIL

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

NIL

Prl. District & Sessions Judge,
Mysuru.

USHARANI

Digitally signed by USHARANI
Date: 2026.06.23 17:00:37 +0530