

KAMS300008292025



**IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE  
AND JMFC AT HUNSUR**

**Present:** Smt.Anitha, B.A. (Law) L.L.B.,  
Prl. Senior Civil Judge & JMFC.,  
Hunsur.

**Dated this the 11<sup>th</sup> day of March 2026**

**OS No.142/2025**

Plaintiff:

Bank of Baroda,  
A body corporate constituted  
under the Banking Companies  
(Acquisition and Transfer of  
Undertakings Act 1970),  
Having its Head Office at Baroda,  
Bhavan, R.C.Dutt Road, Alkapuri,  
Barod, Gujarath State and amongst  
others a Branch at Hunsur,  
Represented by  
The Branch Manager  
Bank of Baroda,  
Hunsur Branch, Hunsur,  
Mysore District.

**(By: Sri.B.B.Lokesha., Advocate)**

- V/s -

Defendants:

1. Gowdaiah., S/o Late Marigowda,  
Aged About 80 Years, Agriculturist,  
R/at Mudaganuru Village, Doddahejjuru  
Post, Hanagodu Hobli, Hunsur Taluk,  
Mysuru District.

2. Puttamma, W/o Gowdaiah,  
Aged about 76 years, Agriculturist,  
R/at Mudaganuru Village, Doddahejjuru  
Post, Hanagodu Hobli, Hunsur Taluk,  
Mysuru District.
3. Keshavamurthy, S/o Gowdaiah  
Aged About 54 Years, Agriculurist,  
R/at Mudaganuru Village, Doddahejjuru  
Post, Hanagodu Hobli, Hunsur Taluk,  
Mysuru District.
4. Srinivasa., S/o Gowdaiah,  
Aged About 51 Years, R/at Mudaganuru  
Village, Doddahejjuru Post, Hanagodu Hobli,  
Hunsur Taluk, Mysuru District.
5. Ningarajappa, S/o Lingappa,  
Aged about 58 years, Agriculturist,  
R/at Manjunatha Badavane, Hunsur Town,  
Mysuru District.

**(Placed Exparte)**

- |                                       |  |
|---------------------------------------|--|
| 1. Date of institution of the suit:   | 16.04.2025   |
| 2. Nature of the suit:                | Suit for recovery of money on<br>mortgage deed                 |
| 3. Date recording of evidence:        | 26.02.2026   |
| 4. Date of pronouncement of judgment: | 11.03.2026   |
| 5. Duration :                         | <b><u>Year/s</u></b> <b><u>Month/s</u></b> <b><u>Day/s</u></b> |
|                                       | 00                    10                    23                 |

Sd/-

**(Anitha)**

Prl. Senior Civil Judge and JMFC.,  
Hunsur.

**J U D G M E N T**

The plaintiff bank filed the suit against the defendants seeking the relief of passing preliminary decree for Rs.8,65,540/- together with interest 14.50% per annum from the date of filing the suit till the date of payment in respect of the suit schedule properties. The plaintiff further sought for passing final decree if the defendants give consent for final decree for the aforesaid amount by sale of the suit schedule properties and also from the defendants personally and for such other reliefs as the court deems fit to grant under the circumstances of the case.

2. It is the case of the plaintiff bank that, the 1<sup>st</sup> defendant is the husband of 2<sup>nd</sup> defendant and father of defendants No.3 and 4. Defendants No.1 to 4 jointly approached the plaintiff bank for financial assistance for the purpose of Agriculture Crop Loan under the guarantee of 5<sup>th</sup> defendant as per loan application dated 23.06.2017. On the same day the plaintiff bank sanctioned the said loan under loan account No.79630500000859. As security towards the said loan, defendants No.1 to 4 have jointly executed a registered Mortgage Deed dated 12.06.2017 in favour of the plaintiff Bank in respect of suit schedule properties for a sum of Rs.5,00,000/- and they have also executed Loan Agreement cum Hypothecation Deed infavour of the plaintiff bank for Rs.5,00,000/- creating charge over the suit schedule properties in favour of the plaintiff bank on 23.06.2017. Defendant No.5 executed letter of guarantee dated 23.06.2017

in favour of the plaintiff bank. Defendants No.1 to 4 have agreed to repay the loan with interest at the rate of 11.70% p.m. Defendant No.1 executed letter of acknowledgment of debt dated 18.03.2020 and Defendants No.1 and 2 have also jointly executed a letter of acknowledgment of debt dated 01.02.2023. After borrowing the said loan amount defendants No.1 to 4 are irregular in making repayment of said loan installments and as on 31.03.2025 the loan outstanding is Rs.8,65,440/-. After availing aforesaid loan the defendants failed to repay loan installments as agreed. Hence, the plaintiff bank has issued a legal notice to the defendants dated 10.03.2025. The said legal notice served upon the defendants. In spite of repeated requests, demands and legal notice the defendants failed to repay the loan outstanding and as such the plaintiff filed this suit for total outstanding of Rs.8,65,540/- with interest at the rate of 14.50% p.m. Hence, prayed to decree the suit.

3. After filing of the suit this court issued summons to the defendants. In spite of service of summons defendants have not chosen to appear before the court and they have been placed *ex parte*.

4. In order to substantiate the case the plaintiff bank examined its Branch Manager by name Sri.Mohan Kumar., as PW1. He got marked totally 32 documents as per Ex.P1 to Ex.P32. Since defendants No.1 to 5 have been placed *ex parte* there is no cross-examination of PW1 and no defendants evidence.

5. Thereafter, heard arguments addressed by learned counsel for the plaintiff and perused the case papers. After hearing the arguments and on perusal of the case papers the points that arise for consideration are as hereunder:

**POINTS**

1. Whether the plaintiff bank proves that, on 23.06.2027 defendants No.1 to 4 with the guarantee of 5<sup>th</sup> defendant have availed loan of Rs.5,00,000/- from the plaintiff Bank under Agriculture Crop Loan?
2. Whether the plaintiff bank further proves that, in consideration of the above referred loan the defendants have executed all the loan documents including registered mortgage deed infavour of the plaintiff?
3. Whether the plaintiff is entitled for the suit claim?
4. Whether the plaintiff is also entitled for interest as claimed in the suit?
5. What order and decree?
6. The findings on the above points are as hereunder:

Point No.1: In the Affirmative

Point No.2: In the Affirmative

Point No.3: In the Affirmative

Point No.4: Partly in the affirmative

Point No.5: As per the final order

for the following:

**REASONS**

7. **Point No.1 to 4:** Since these points are inter-connected with each other and needs common discussion on the same set of facts, these points are taken up together for discussion.

8. It is the specific case of the plaintiff Bank that, the 1<sup>st</sup> defendant is the husband of 2<sup>nd</sup> defendant and father of defendants No.3 and 4. As per the plaintiff on 23.06.2017 defendants No.1 to 4 have jointly approached the plaintiff bank under the guarantee of the 5<sup>th</sup> defendant and availed Agriculture crop loan of Rs.5,00,000/-. As per the plaintiff towards the aforesaid loans the defendants have executed loan agreements, hypothecation agreements, registered mortgage deed, letter of guarantee and acknowledgment of debt to the plaintiff bank. As per the plaintiff after availing the loan the defendants became defaulters and as on 31.01.2025 the defendants are liable to pay a sum of Rs.8,65,540/-. In the plaint the plaintiff claimed interest at the rate of 14.50% on total outstanding.

9. In order to substantiate the case the Senior Manager of the plaintiff bank examined himself as PW1. In the chief-examination affidavit PW1 deposed that, the defendants became defaulters and the plaintiff issued legal notice to the defendants, but they have not chosen to repay the loan amount. PW1 got marked the loan application with regard to aforesaid loan as per Ex.P1. With regard to sanction of the said loan PW1 got marked the loan sanction letter as per Ex.P2. PW1 specifically deposed that, towards the loan the defendants have executed registered mortgage deed and in order to prove this fact the plaintiff got marked the original registered mortgage deed as per Ex.P3. In order to prove the execution of loan documents PW1 got marked the certificate of loan

papers, loan agreement, letter of guarantee, letter of acknowledgments in respect of loan as per Ex.P4 to Ex.P8. In order to prove the existence of the properties PW1 got marked the upgrade information, the affidavits regarding G-tree of the 1<sup>st</sup> defendant, encumbrance certificates, boundary certificate, tax paid receipt and no objection certificate as per Ex.P10 to Ex.P17. PW1 also produced mutation register extract, RTC of the suit schedule properteis as per Ex.P18 to Ex.P20, Ex.P30 to Ex.P32.

10. As per the plaintiff the total loan outstanding is Rs.8,65,540/-. In order to prove this fact PW1 got marked the statement of account pertaining to the loan account of the defendants as per Ex.P9. This document has got presumptive value under Section 4 of Indian Banker's Book Act. The defendants have not placed any contra evidence to disprove the entries found in Ex.P9. As per the plaintiff when the defendants became defaulters the plaintiff got issued legal notice the defendants. In order to substantiate this fact PW1 got marked the office of the legal notice, postal receipts, returned postal covers and the notices inside returned postal covers as per Ex.P21 to Ex.P29 and Ex.P27(a), Ex.P28(a) and Ex.P29(a). It is pertinent to note that, defendants No.1 to 4 inspite of putting appearance through their counsel have not chosen to file the written-statement and they have been placed exparte. The entire oral and documentary evidence produced by the plaintiff has been remained unchallenged and undisputed.

11. The above referred loan carries interest at the rate of 11.70%. It is to be noted that the said loan has been granted to the defendants towards agricultural purpose. As such this court is required to go by Section 34 of CPC which provides for interest at the rate of 6% p.a. in respect of the agricultural loans. Hence, the plaintiff bank is entitled for interest at the rate of 6% p.a. in respect of the suit claim. Accordingly, point 1 to 4 are answered in the affirmative and Point No.6 is answered partly in the affirmative.

12. **Point No.5:** In view of the reasons discussed above this court proceeds to pass the following:

**ORDER**

The suit filed by the plaintiff bank against the defendants is hereby partly decreed with costs.

The defendants are jointly and severally liable to pay Rs.8,65,540/- infavour of the plaintiff Bank with interest at the rate of 6% p.a. from the date of the suit till the date of realization.

The defendants are jointly and severally directed to pay the above amount within six months from the date of this order. If the defendants fail to pay the same within such time, the plaintiff shall be entitled to apply for final decree for sale of the suit schedule properties.

Draw preliminary decree accordingly.

(Dictated to the Stenographer directly on the computer and same is then corrected and pronounced in the open Court on this the 11<sup>th</sup> day of March, 2026)

Sd/-

**(Anitha)**

Prl. Senior Civil Judge and JMFC.,  
Hunsur.

**ANNEXURE****List of witnesses examined on behalf of the plaintiff:**

PW1 : Mohan Kumar.N.M.,

**List of documents marked on behalf of the plaintiff:**

Ex.P1 : Loan application  
 Ex.P2 : Loan Sanction letter  
 Ex.P3 : Original Registered Mortgage Deed  
 Ex.P4 : Certificate of Loan papers  
 Ex.P5 : Loan agreement cum hypothecation deed  
 Ex.P6 : Letter of guarantee  
 Ex.P7 & P8 : Letter of acknowledgment  
 Ex.P9 : Statement of account  
 Ex.P10 : Upgrade information  
 Ex.P11 : G-tree  
 Ex.P12 to P14 : Encumbrance certificate  
 Ex.P15 : Boundary certificate  
 Ex.P16 : Tax paid receipt  
 Ex.P17 : NOC  
 Ex.P18 : Mutation register extract  
 Ex.P19 to P20 : RTC  
 Ex.P21 : Office copy of the legal notice  
 Ex.P22 to P26 : Postal receipts  
 Ex.P27 to P29 : Returned postal covers  
 Ex.P27(a) to  
 Ex.P29(a) : Notice inside Ex.P27  
 to Ex.P29  
 Ex.P30 to P32 : RTC.

**List of witnesses examined on behalf of the defendants:** Nil

**List of documents marked on behalf of the defendants:** Nil

Sd/-  
**(Anitha)**  
 Prl. Senior Civil Judge and JMFC.,  
 Hunsur.