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**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 07th day of March 2026

OS No.154/2025

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,
Baroda, Gujarath State and amongst others
a Branch at Hunsur, represented by
The Branch Manager, Bank of Baroda
Hunsur Branch, Hunsur - Mysuru District.

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

- V/s -

Defendants:

1. Chandra Mohan, S/o Late Siddegowda,
Aged about 45 years, Agriculturist,
R/at Haralahalli village, Kiranguru Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.

2. Shruthi, W/o Chandra Mohan,
Aged about 35 years, Agriculturist,
R/at Haralahalli village, Kiranguru Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.
3. Sujatha, W/o Yogesh,
Aged about 33 years,
R/at Haralahalli village, Kiranguru Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.
4. Mahadevagowda.M.S., S/o Basavegowda,
Aged about 55 years, Agriculturist,
R/at Haralahalli village, Kiranguru Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.
5. Noorulla, S/o Syed Peer,
Aged about 48 years,
R/at Haralahalli village, Kiranguru Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.
6. Puttalakshamma, W/o Late Siddegowda,
Aged about 63 years,
R/at Haralahalli village, Kiranguru Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.

**(Defendants No.1, 2, 5 and 6 are placed
exparte, Defendant No.3 by: Sri.Jayarama
Advocate and defendant No.4 by:
S.Lakkegowda, Advocate)**

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|-------------------------------------|--|
| 1. Date of institution of the suit: | 19.04.2025 |
| 2. Nature of the suit: | Mortgage suit for recovery
of money |
| 3. Date recording of evidence: | 14.11.2025 |

4. Date of pronouncement of judgment: 07.03.2026
5. Duration : Year/s Month/s Day/s
00 09 16

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 recovery of Rs.12,22,545/- with future interest at the rate of 14.50% per annum from the date of suit till the realization of the suit claim and sought for passing preliminary decree for the said amount and in case the defendants give consent for final decree then to pass final decree for payment of the said amount and for such other reliefs as the court deems fit to grant under the circumstances.

2. It is the case of the plaintiff bank that, the 1st defendant is the own brother of late.Yogesh and husband of 2nd defendant and 3rd defendant is the wife of late.Yogesh. Defendants No.1 to 3 and 3rd defendant's husband by name Yogesh have jointly approached the plaintiff Bank for financial assistance under the Guarantee of the 4th defendant for the purpose of Agriculture Crop loan as per loan application dated 28.08.2015 for sum of Rs.4,38,000/-. On the same day the plaintiff bank sanctioned the said loan under loan account No.796305000000675. As security towards the said loan, defendants No.1 to 3 as well as 3rd defendant's husband by name Yogesh have jointly executed a Mortgage Deed dated

28.08.2015 in favour of the plaintiff Bank in respect of suit schedule properties for a sum of Rs.7,38,000/- in respect of agricultural crop loan of Rs.4,38,000/- and another agricultural term loan of Rs.3,00,000/-. They have also executed Hypothecation deed dated 31.08.2015 and created charge over the suit schedule properties. Defendant No.4 executed letter of guaranteed dated 31.08.2015. Defendants No.1 to 3 and husband of the 3rd defendant agreed to repay the loan with interest at the rate of 10.55% p.m. They have also executed acknowledgment of liability dated 04.04.2018, 27.01.2020 and 08.05.2023. They have also executed AOD dated 21.12.2022. They became defaulters in respect of repayment of the amount and as on 31.01.2025 the total outstanding of the aforesaid loan is Rs.6,73,059/-.

3. It is the further case of the plaintiff bank that, the aforesaid person have again approached the plaintiff Bank for financial assistance under the Guarantee of the 5th defendant for the purpose of Agriculture Crop loan as per loan application dated 31.08.2015 for sum of Rs.3,00,000/-. On the same day the plaintiff bank sanctioned the said loan under loan account No.79630600001392. They have also executed loan agreement cum hypothecation agreement dated 31.08.2025 for Rs.3,00,000/-. The 5th defendant executed letter of grantee on 31.08.2025 and all the defendants have jointly executed letter of repayment and DP note dated 31.08.2025. Defendants No.1 to 3 and husband of the 3rd defendant have agreed to repay the aforesaid loan with interest

at the rate of 12.05% p.m. They have also executed acknowledgment of liability dated 30.06.2017, 30.03.2019 and 30.11.2020. Further, they have executed AOD on 30.11.2023. After borrowing the aforesaid loan they became defaulters and as on 31.01.2025 the defendants have liable to pay total outstanding of Rs.4,44,874/-.

4. Again the 1st defendant approached the plaintiff bank for financial assistance with the guarantee of the 6th defendant and on 30.06.2017 the plaintiff bank sanctioned Rs.50,000/- loan to the defendants under account No.79630600001690. As security towards the said loan the 1st defendant executed loan agreement on the same day and the 6th defendant executed letter of guarantee dated 30.06.2017. The 1st defendant further executed DP note as well as memorandum and agreed to repay the loan with interest at the rate of 10.20% p.m. The 1st defendant executed acknowledgment of liability on 11.03.2019 and 29.09.2020 and AOD on 30.09.2019. After borrowing the aforesaid loan they became defaulters and as on 31.01.2025 the defendants have liable to pay total outstanding of Rs.1,04,612/-. Since the defendants failed to repay the loan outstanding the plaintiff got issued a legal notice on 10.03.2025 and inspite of it the loan outstanding was not repaid. 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.12,22,545/- with interest at the rate of 14.50% p.m. Hence, prayed to decree the suit.

5. After filing of the suit this court issued summons to the all the defendants. In pursuance of service of summons defendants No.3 and 4 appeared through their ocounsel and inspite of providing sufficient opportunity, not chosen to file the writtent statement. Defendants No.1, 2, 5 and 6 have not chosen to appear before the court and they have been placed exparte.

6. In order to substantiate the case the plaintiff bank examined its Branch Manager by name Sri.Mohan Kumar.N.M., as PW1. He got marked totally 67 documents as per Ex.P1 to Ex.P67. Since defendants No.1, 2, 5 and 6 have been placed exparte and defendants No.3 and 4 have not chosen to file the written-statement, there is no cross-examination of PW1 and no defendants evidence.

7. 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 31.08.2015 defendants No.1 to 3 as well as husband of 3rd defendant by name Yogesh availed loan agriculture crop loan of Rs.4,38,000/- from the plaintiff Bank?
2. Whether the plaintiff bank further proves that, on 31.08.2015 defendants No.1 to 3 as well as husband of the 3rd defendant by name Yogesh availed loan of Rs.3,00,000/- from the plaintiff Bank?

3. Whether the plaintiff bank further proves that, on 30.06.2017 the 1st defendant availed loan of Rs.50,000/- from the plaintiff Bank?
4. Whether the plaintiff bank further proves that, in consideration of the above referred loans the defendants have executed all the loan documents including registered mortgage deed infavour of the plaintiff?
5. Whether the plaintiff is entitled for the suit claim?
6. Whether the plaintiff is also entitled interest as claimed in the suit?
7. What order and decree?
8. 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: In the Affirmative
Point No.5: In the Affirmative
Point No.6: Partly in the affirmative
Point No.7: As per the final order
for the following:

REASONS

9. **Point No.1 to 6:** 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.

10. It is the specific case of the plaintiff Bank that, the 1st defendant is the own brother of late Yogesh and husband of defendant No.2 and 3rd defendant is the wife of late Yogesh. As

per the plaintiff on 31.08.2015 defendants No.1 to 3 as well as husband of the 3rd defendant under the guarantee of the 4th defendant availed loan of Rs.4,38,000/- and on the same day they have also availed loan of Rs.3,00,000/- from the plaintiff bank under the guarantee of the 5th defendant and on 30.06.2017 the 1st defendant availed loan of Rs.50,000/- under guarantee of the 6th defendant. As per the plaintiff towards the aforesaid loans the defendants have executed loan agreements, hypothecation agreements, DP note, registered mortgage deed, letter of guarantee, acknowledgment of liability, 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.6,73,059/- towards the 1st loan, Rs.4,44,874/- towards the 2nd loan and Rs.1,04,612/- towards the 3rd loan and the total outstanding is Rs.12,22,545/-. The three kinds of loans carries different rate of interests. In the plaint the plaintiff claimed interest at the rate of 14.50% on total outstanding.

11. 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 applications with regard to aforesaid three loans as per Ex.P1, Ex.P25 and Ex.P38. With regard to sanction of the said loans PW1 got marked the loan

sanction letter as per Ex.P2, Ex.P26 and Ex.P39. PW1 specifically deposed that, towards the 1st two loans the defendants have executed registered mortgage deeds 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, acknowledgment of liability and acknowledgment of debt in respect of 1st loan as per Ex.P4 to Ex.P10. In order to prove the existence of the properties PW1 got marked the upgrade information, the affidavits regarding G-tree of the 1st defendant, encumbrance certificate, boundary certificate, tax paid receipts, receipts issued by Tobacco board, no due certificate, registered original Will, mutation register extracts and release of pledge and RTC as per Ex.P12 to Ex.P24, Ex.P66 and Ex.P67.

12. PW1 also produced the loan documents pertaining to 2nd loan i.e., certificate of loan papers, loan agreement, letter of guarantee, letter of repayment, DP note, acknowledgment of liabilities, letter of acknowledgment and upgrade information as per Ex.P27 to Ex.P35 and Ex.P37. In respect of the 3rd loan PW1 got marked the loan documents like certificate of loan papers, loan agreement, letter of guarantee, letter of repayment, DP note, memorandum, acknowledgment of liabilities, letter of acknowledgment of debt and upgrade information as per Ex.P40 to Ex.P48 and Ex.P50.

13. As per the plaintiff the total loan outstanding is Rs.12, 22,545/-. In order to prove this fact PW1 got marked the statement of accounts pertaining to the loan account of the defendants as per Ex.P11, Ex.P36 and Ex.P49. These documents have 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.P11, Ex.P36 and Ex.P49. 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, postal acknowledgments, returned postal covers and the notices inside returned postal covers as per Ex.P51 to Ex.P65 and Ex.P63(a) to Ex.P65(a). It is pertinent to note that, defendants No.3 and 4 inspite of putting appearance through their counsel have not chosen to file the written-statement. Further, defendants No.1, 2, 5 and 6 have been placed exparte. The entry oral and documentary evidence produced by the plaintiff has been remained unchallenged and undisputed.

14. The above referred five types of loans carries different rate of interest. It is to be noted that all the loans have been granted to the defendants towards development of their agriculture and its allied activities. 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 5

are answered in the affirmative and Point No.6 is answered partly in the affirmative.

15. **Point No.7:** 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.12,22,545/- 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 on the computer directly and same is then corrected and pronounced in the open Court on this the 07th day of March, 2026)

Sd/-

(Anitha)

Prl. Senior Civil Judge and JMFC.,
Hunsur.

ANNEXURE

List of witnesses examined on behalf of the plaintiff:

PW1 : Mohankumar.N.M.,

List of documents marked on behalf of the plaintiff:

Ex.P1 : 1st Loan application

Ex.P2	:	Sanction letter
Ex.P3	:	Mortgage deed
Ex.P4	:	Certificate of loan paper
Ex.P5	:	Loan agreement
Ex.P6	:	Letter of guarantee
Ex.P7 & P8	:	Acknowledgment of liability
Ex.P9	:	AOD
Ex.P10	:	Acknowledgment of liability
Ex.P11	:	Statement of account
Ex.P12	:	Upgrade information
Ex.P13 & P14	:	G-Tree
Ex.P15 & P16	:	Encumbrance certificate
Ex.P17	:	Boundary certificate
Ex.P18	:	Tax paid receipt
Ex.P19	:	Tax paid receipt
Ex.P20	:	Receipt issued by Tobacco board
Ex.P21	:	No due certificate
Ex.P22	:	Registered will deed
Ex.P23	:	Mutation register extract
Ex.P24	:	Registered discharge mortgage deed
Ex.P25	:	2 nd loan application
Ex.P26	:	Loan sanction letter
Ex.P27	:	Certificate of loan paper
Ex.P28	:	Loan agreement
Ex.P29	:	Letter of guarantee
Ex.P30	:	Letter of repayment
Ex.P31	:	DP note
Ex.P32 to P34	:	Acknowledgment of liability
Ex.P35	:	Letter of acknowledgment
Ex.P36	:	Statement of account
Ex.P37	:	Upgrade information
Ex.P38	:	3 rd Loan application
Ex.P39	:	Loan sanction letter
Ex.P40	:	Certificate of loan paper
Ex.P41	:	Loan agreement
Ex.P42	:	Letter of guarantee
Ex.P43	:	Letter of repayment
Ex.P44	:	DP note
Ex.P45	:	Memorandum
Ex.P46 & P47	:	Acknowledgment of liability

Ex.P48 : Letter of acknowledgment
Ex.P49 : Statement of account
Ex.P50 : Upgrade information
Ex.P51 : Office copy of the legal notice
Ex.P52 to P58 : Postal receipts
Ex.P59 to P62 : Postal receipts
Ex.P63 to P65 : Returned postal covers
Ex.P63(a) to
Ex.P65(a) : Notice inside Ex.P63 to Ex.P65
Ex.P66 & P67 : RTC pertaining to suit schedule properties.

List of witnesses examined on behalf of the defendant: Nil

List of documents marked on behalf of the defendant: Nil

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