KAMS300017342025

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 17th day of April 2026

OS No.272/2025

Plaintiff: Karnataka Grameena Bank
having its Head Office at
Ballari and number of Branches
in Mysuru, Hassan and other Districts,
Represented by The Branch Manager
Karnataka Grameena Bank
Hunsur Branch, Code No.2132,
Hunsur Town, Mysuru District.

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

- V/s -

Defendants:

1. Kanakamma, W/o Late Devarasegowda,
Aged about 72 years, Agriculturist,
R/at Kothegala village and Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.

2. Jalendra.D., S/o Late Devarasegowda,
Aged about 52 years, Agriculturist,
R/at Kothegala village and Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.

3. Sathisha, S/o Late Devarasegowda,
Aged about 50 years, Agriculturist,
R/at Kothegala village and Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.

4. Manjachari, S/o Thimmachari,
Aged about 55 years, Agriculturist,
R/at Harinahalli village and Post,
Hanagodu Hobli, Hunsur Taluk,
Mysore District.

(Defendants No.1 to 3 are placed exparte and defendant No.4 by: Smt.Usha.D., Advocate)

1. Date of institution of the suit:	12.08.2025		
2. Nature of the suit:	Mortgage suit for recovery of money		
3. Date recording of evidence:	26.02.2026		
4. Date of pronouncement of judgment:	17.04.2026		
5. Duration :	**Year/s**	**Month/s**	**Day/s**
	00	08	05

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.12,66,221/- 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 judgment and preliminary decree for sale of the suit schedule properties 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 mother of defendants No.2 and 3 and the 1st defendant approached the plaintiff bank for financial assistance for the purpose of Agricultural Crop Loan (KCC) as per loan application dated 21.07.2015 for Rs.3,69,000/-. On 23.07.2015 the plaintiff bank sanctioned the said loan under loan account No.85031877427. As security towards the said loan, defendants No.1 to 3 have jointly executed Form of Declaration dated 21.07.2015 in respect of the suit schedule property for a sum of Rs.3,69,000/-. Further, as a security towards the said loan, the 1st defendant executed a Mortgage Agreement Deed dated 23.07.2025 in favour of the plaintiff Bank in respect of suit schedule properties for a sum of Rs.3,69,000/-. The 1st defendant also executed Terms and conditions letter dated 23.07.2015 and agreed to repay the loan amount with interest at the rate of 7% p.a and also created charge over the suit schedule properties. Defendant No.1 executed letter of commitment dated 29.12.2017 and Defendants No.1 and 2 have jointly executed acknowledgment of liability dated 29.03.2019 and letter of revival dated 15.06.2020 and the 1st defendant also executed a letter of revival dated 04.05.2023 infavour of the plaintiff bank. After borrowing the said loan defendant No.1 became defaulter and failed to make regular repayment of said loan installments and

as on 31.03.2025 the total outstanding of the aforesaid loan is Rs.5,22,517/-.

3. It is the further case of the plaintiff bank that, on 21.07.2015 the 1st defendant again approached the plaintiff Bank for financial assistance for the purpose of barren repair loan as per loan application for Rs.75,000/-. On 23.07.2015 the plaintiff bank sanctioned the said loan under loan account No.85031879355. As security to the said loan, the 1st defendant executed Mortgage Agreement deed dated 23.07.2015 for Rs.75,000/- infavour of the plaintiff bank and also executed Terms and conditions letter dated 23.07.2015 infavour of the plaintiff bank and the 1st defendant agreed to repay the loan amount with interest at the rate of 12.75% p.a and also created charge over the suit schedule properties. The 1st defendant also executed letter of commitment on 29.12.2017, letter of revivals dated 15.06.2020 and 04.05.2023 and defendants No.1 and 2 have jointly executed an acknowledgment of liability dated 29.03.2019 infavour of the plaintiff bank. After borrowing the said loan defendant No.1 became defaulter and failed to make regular repayment of said loan installment and as on 31.03.2025 the total outstanding of the aforesaid loan is Rs.2,76,803/-.

4. Again the 1st defendant approached the plaintiff bank for financial assistance for the purpose of personal loan with the guarantee of the 4th defendant and on 23.07.2015 the plaintiff bank sanctioned loan of Rs.75,000/- under account No.85031903617. As security towards the said loan the 1st

defendant executed Personal loan agreement on the same day and defendants No.1 and 4 have jointly executed a Demand Promissory Note and terms and condition letter infavour of the plaintiff bank. Again on the same day as security the 4th defendant executed Guarantee Agreement for Personal loan for Rs.75,000/- infavour of the plaintiff bank and the 1st defendant agreed to repay the loan amount with interest at the rate of 14.75% p.a and also created charge over the suit schedule properties. Defendants No.1 and 2 have executed acknowledgment of liability dated 10.05.2017 and the 1st defendant executed acknowledgment of liability on 29.03.2019 and defendants No.1 and 2 have jointly executed letter of revival dated 15.06.2020 and the 1st defendant executed letter or revival dated 04.05.2023 infavour of the plaintiff bank. After borrowing the said loan defendant No.1 became defaulter and failed to make regular repayment of said loan installments and as on 31.03.2025 the total outstanding of the aforesaid loan is Rs.3,32,469/-.

5. Afterwards, the 1st defendant again approached the plaintiff bank for financial assistance for the purpose of Tobacco Fuel loan with the guarantee of the 4th defendant and on 23.07.2015 the plaintiff bank sanctioned Rs.50,000/- loan to the 1st defendant under loan account No.85031898696. On the same day defendants No.1 and 4 have jointly executed terms and conditions letter and demand promissory note infavour of the plaintiff bank. The 1st defendant agreed to repay the loan amount with interest at 14.50% p.a and also created

charge over the suit schedule properties. Defendants No.1 and 2 have executed acknowledgment of liability dated 29.03.2019, letter of revivals dated 15.06.2020 and 04.05.2023 infavour of the plaintiff bank. After borrowing the said loan defendant No.1 became defaulter and failed to make regular repayment of said loan installments and as on 23.07.20255 the total outstanding of the aforesaid loan is Rs.1,34,432/-. Since the defendants failed to repay the loan outstanding the plaintiff got issued a notice on 18.08.2022 and the notice was served upon the 1st defendant. Afterwards the plaintiff has issued legal notice through their counsel to the defendants on 30.08.2022. The said notice was served upon defendants No.1 to 3. Inspite of it, the loan outstanding was not repaid. Inspite 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.12,66,221/- with interest at the rate of 14.50% p.m. Hence, prayed to decree the suit.

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

7. In order to substantiate the case the plaintiff bank examined its Branch Manager by name Sri.Shankarnarayana.T., as PW1. He got marked totally 62 documents as per Ex.P1 to Ex.P62. Since defendants No.1 to 3

have been placed exparte and defendant No.4 has not chosen to file the written-statement, there is no cross-examination of PW1 and no defendants evidence.

8. 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 23.07.2015 defendant No.1 borrowed loan of Rs.3,69,000/- from the plaintiff Bank under Agriculture Crop Loan?
2. Whether the plaintiff bank further proves that, on 21.07.2015 defendant No.1 borrowed loan of Rs.75,000/- from the plaintiff Bank for the purpose of barren repair Loan?
3. Whether the plaintiff bank further proves that, on 23.07.2015 defendant No.1 borrowed loan of Rs.75,000/- from the plaintiff Bank for the purpose of personal loan?
4. Whether the plaintiff bank further proves that, on 23.07.2015 defendant No.1 borrowed loan of Rs.50,000/- from the plaintiff Bank for the purpose of Tobacco Fuel loan?
5. Whether the plaintiff bank further proves that, in consideration of the above referred loans the defendants have executed all the loan documents including mortgage agreement deed infavour of the plaintiff?

6. Whether the plaintiff is entitled for the suit claim?

7. Whether the plaintiff is also entitled interest as claimed in the suit?

8. What order and decree?

9. 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.5: In the Affirmative
Point No.6: In the Affirmative
Point No.7: Partly in the affirmative
Point No.8: As per the final order for the following:

REASONS

10. **Point No.1 to 7:** 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.

11. It is the specific case of the plaintiff Bank that, the 1st defendant is the mother of defendants No.2 and 3. As per the plaintiff on 23.07.2015 defendant No.1 availed loan of Rs.3,69,000/- under agriculture crop loan under loan account No.85031877427 and on 21.07.2015 defendant No.1 has borrowed barren Repair Loan loan of Rs.75,000/- from the plaintiff bank under loan account No.85031879355 and on 23.07.2015 the defendants borrowed loan of Rs.75,000/- from

the plaintiff under the guarantee of the 4th defendant for the purpose of personal loan and on 23.07.2015 the 1st defendant availed loan of Rs.50,000/- under loan account No.85031898696. The plaintiff stated that, the defendants have executed mortgage deed agreements infavour of the plaintiff bank on 23.07.2015 and mortgaged the suit schedule properties infavour of the plaintiff bank. The plaintiff specifically alleged that, all the above referred loans have been sanctioned to the defendants and in consideration of the said loans the defendants executed all the loan documents. It is the specific case of the plaintiff that, defendants No.1 and 4 have jointly executed two demand promissory note dated 23.07.2015 infavour of the plaintiff bank and as security towardds the personal loan the 4th defendant executed a guarantee agreement dated 23.07.2015 in respect of 3rd loan. The plaintiff also alleged that, the defendants agreed to repay the 1st loan with interest at the rate of 7% p.a., further agreed to repay the 2nd loan with interest at the rate of 12.75% p.a., further agreed to repay the 3rd loan with interest at the rate of 14.75% p.a. and further agreed to repay the 4th loan with interest at the rate of 12.75% p.a. The plaintiff further stated that, the 1st defendant executed letter of commitments, acknowledgment of liability dated 29.12.2017 and 29.03.2019, defendants No.1 and 2 have jointly executed acknowledgment of liability dated 29.03.2019 and the plaintiff specifically alleged that, the defendants became defaulters and they have executed revival letters dated 15.06.2020, and 04.05.2023 infavour of the plaintiff bank.

12. In order to substantiate the case the 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 four loans as per Ex.P1, Ex.P17, Ex.P26 and Ex.P37. As per the plaintiff the defendants have declared the properties and executed declaration letter and mortgaged the suit schedule properties and in order to prove this fact PW1 got marked the declaration letter as per Ex.P2. In respect of all the loans the defendants have executed mortgage agreement deeds and in order to prove this fact the PW1 got marked the original mortgage agreement deeds as per Ex.P3 and Ex.P18. As per the plaintiff towards the sanction of the loan the defendants have executed loan agreements and in order to prove this fact PW1 got marked the loan agreements as per Ex.P4, Ex.P19 Ex.P27, Ex.P29 and Ex.P38.

13. PW1 also deposed that, the defendants have executed letter of commitments and in this regard PW1 got marked said documents as per Ex.P5 and Ex.P20. PW1 also got marked the acknowledgment of liability in respect of the aforesaid loans executed by the defendants as per Ex.P6, Ex.P21, Ex.P31, Ex.P32 and Ex.P40. It is the specific evidence of PW1 that, the defendants have also executed the revival letters and the same have been got marked as per Ex.P7,

Ex.P8, Ex.P22, Ex.P23, Ex.P33, Ex.P34, Ex.P41 and Ex.P42. Further, PW1 deposed that, in respect of 3rd and 4th loan the defendants have executed demand promissory note and the said documents have been got marked as per Ex.P28 and Ex.P39. PW1 also deposed that, the 4th defendant stood has guarantor for the 3rd loan and he has executed guarantee agreement and in this regard PW1 got marked the guarantee agreement as per Ex.P30.

14. The plaintiff specifically alleged the defendants have mortgaged the suit schedule properties. In order to prove this fact PW1 got marked the property documents. Ex.P10 is the G-Tree of the family of the defendants. Ex.P11 and Ex.P12 are the boundary certificates issued by concerned revenue authorities. The RTC pertaining to suit schedule properties have been got marked as per Ex.P13 to Ex.P15, Ex.P55 to Ex.P62. PW1 also marked the mutation register extract as per Ex.P16. These documents clearly shows that the defendants have mortgaged the said properties.

15. As per the plaintiff the total loan outstanding is Rs.12,66,221/-. In order to prove this fact PW1 got marked the statement of accounts pertaining to the aforesaid loan accounts of the defendants as per Ex.P9, Ex.P25, Ex.P36 and Ex.P44. 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.P9, Ex.P25, Ex.P36 and Ex.P44. As per the plaintiff when the defendants became defaulters the plaintiff got issued

notice as well as legal notice through their counsel to the defendants. In order to substantiate this fact PW1 got marked the office of the notice, legal notice, postal receipts and postal acknowledgments as per Ex.P24, Ex.P35, Ex.P43, Ex.P45 to Ex.P54. It is pertinent to note that, defendant No.4 inspite of putting appearance through his counsel has not chosen to file the written-statement. Further, defendants No.1 to 3 have been placed exparte. The entire oral and documentary evidence produced by the plaintiff has been remained unchallenged and undisputed.

16. The above referred four 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 6 are answered in the affirmative and Point No.7 is answered partly in the affirmative.

17. **Point No.8:** 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.12,66,221/-

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 17th day of April, 2026)

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

ANNEXURE

List of witnesses examined on behalf of the plaintiff:

PW1	:	Shankarnarayana.T.,

List of documents marked on behalf of the plaintiff:

Ex.P1	:	Loan application
Ex.P2	:	Declaration letter
Ex.P3	:	Mortgage agreement
Ex.P4	:	Loan agreement
Ex.P5	:	Letter of commitment
Ex.P5	:	Acknowledgment of liability
Ex.P6 & P8	:	Letter of revivals
Ex.P9	:	Account statement
Ex.P10	:	G-Tree
Ex.P11 & P12	:	Boundary certificates
Ex.P13 to P15	:	RTC
Ex.P16	:	Mutation register extract
Ex.P17	:	Loan application
Ex.P18	:	Mortgage agreement

Ex.P19	:	Loan agreement
Ex.P20	:	Letter of commitment
Ex.P21	:	Acknowledgment of liability
Ex.P22 & 23	:	Letter of revivals
Ex.P24	:	Legal notice
Ex.P25	:	Account statement
Ex.P26	:	Loan application
Ex.P27	:	Loan agreement
Ex.P28	:	DP note
Ex.P29	:	Loan agreement
Ex.P30	:	Guarantee agreement
Ex.P31 & 32	:	Acknowledgment of liability
Ex.P33 & 34	:	Letter of revivals
Ex.P35	:	Office copy of the legal notice
Ex.P36	:	Account statement
Ex.P37	:	Loan application
Ex.P38	:	Loan agreement
Ex.P39	:	DP note
Ex.P40	:	Acknowledgment of liability
Ex.P41 & 42	:	Letter of revivals
Ex.P43	:	Office copy of the legal notice
Ex.P44	:	Account statement
Ex.P45	:	Office copy of the legal notice
Ex.P46	:	Postal acknowledgment
Ex.P47	:	Office copy of the legal notice
Ex.P48 to 50	:	Postal receipts
Ex.P51 to 53	:	Postal acknowledgments
Ex.P54	:	Notice.

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.