

**IN THE COURT OF ADDL. CIVIL JUDGE & JMFC, HUNSUR**

**O. S. No.59/2020**

:-Present:-

**Smt. Pooja Belakeri, B.A., LL.M.,**  
Addl.Civil Judge & JMFC.,  
Hunsur.

Plaintiff : Karnataka Bank Ltd.,

Vs.

Defendants : Sri Thammanegowda and others

**I S S U E S**

1. Whether the Plaintiff/Bank proves that the 1<sup>st</sup> defendant under the guarantee of 2<sup>nd</sup> defendant has availed a loan of Rs. 50,000/- by executing necessary loan documents in favour of plaintiff/bank on 19.05.2014 and has agreed to repay the loan amount with interest at 11.00% per annum compounded with yearly rests?
2. Whether the Plaintiff/Bank proves that the 1<sup>st</sup> defendant under the guarantee of 3<sup>rd</sup> defendant has availed a loan of Rs. 1,50,000/- by executing necessary loan documents in favour of plaintiff/bank on 19.05.2015 and has agreed to repay the loan amount with interest at 11.00% per annum compounded with yearly rests and has also agreed to repay the said loan amount in 5 annual installments of Rs.30,000/-?
3. Whether the plaintiff further proves that despite of repeated requests and demand the defendants failed to repay the loan amount?
4. Whether plaintiff is entitled for recovery of suit claim of Rs.59,100/- and Rs.1,52,300/- respectively with future interest at

contractual rate of 14.00% and 13.80% per annum from the defendants from the date of filing of suit till realization?

5. What decree or order?

Date:22.11.2022

**Addl.Civil Judge & JMFC.,  
Hunsur.**