KAMS400008702025

IN THE COURT OF THE SENIOR CIVIL JUDGE & JMFC AT KRISHNARAJA NAGARA

PRESENT : **Sri. Aravindra B.C., *B.A., L.L.B.*,**
Senior Civil Judge & JMFC,
Krishnaraja Nagara.

Dated this the 22nd day of July, 2026

S.C. No.24/2025

Karnataka Gramin Bank,
A Regional Rural Bank Constituted under the Regional Rural Banks Act 1976 sponsored by Canara Bank, Having its Head office at No.32, Sanganakal Road, Ballari and Interalia a branch amongst others at Jodigubbi, Holenarasipura Taluk, Represented by its branch manager.

.....Plaintiff

(By Sri. K.C.S., Advocate)

-Versus-

1. Sri. Anjanigowda,
S/o Thimmegowda,
Aged about 43 years,
R/at: Lakkikuppe village,
Saligrama Hobli,
Saligrama Taluk.

2. Sri. Ramegowda,
S/o Boregowda,
Aged about 78 years,
R/at: Hebsuru,
Saligrama Hobli,
Saligrama Taluk.

.....Defendants

(D1 Exparte)
(D2 Abated)

Date of Institution of the suit	18.07.2025
Nature of the suit (Suit on pronote, suit for declaration and possession, suit for injunction, etc.,)	Money Suit
Date of commencement of recording of evidence	04.07.2026
Date on which judgment is pronounced	22.07.2026
Total Duration	Years 01 Months 00 Days 18

(ARAVINDRA B.C.)
SENIOR CIVIL JUDGE & JMFC.,
K.R.NAGAR.

J U D G M E N T

This suit is filed by the plaintiff's bank against the defendants for recovery of money of Rs.97,250/- along with interest at the rate of 12.50% per annum from the date of suit till realization of the entire suit claim with costs and such other reliefs.

2. **The brief facts of the case are as under:-**

On 08.05.2015, the 1st defendant has availed an agricultural personal loan of Rs.50,000/- from the plaintiff's bank with the 2nd defendant as a guarantor. Therefore, they have executed jointly and severally the necessary loan documents in favour of the plaintiff's bank. The 2nd defendant has also executed the guarantee agreement on 08.05.2015. According to the terms and conditions, the defendants have agreed to repay the said loan with interest at the rate of 14.75% per annum in 5 annual instalments of Rs.10,000/- starting from 08.05.2016 and close the same by 08.05.2020. But, the present rate of interest is 12.50% per annum.

3. Further, the plaintiff's bank has also maintained an account of this personal loan in the name of 1st defendant in its usual and regular course of business. As per this course account, the defendants are due a sum of Rs.95,027.95/- and interest from 15.05.2025. In spite of many demands and also personal approach made and legal notice got issued on 28.05.2025 by the plaintiff's bank, the defendants did not cared to pay the amount due. Therefore, the defendants are liable to pay the loan amount of Rs.97,250/- with interest at the rate of 12.50%. Hence, the plaintiff's bank filed the present suit.

4. In spite of due service of suit summons, the defendant No.1 and 2 have not appeared before this court, hence the defendant No.1 has been placed exparte.

5. In order to prove its case, the Branch Manager of the plaintiff's Bank is examined as PW.1 and he has produced 8 documents which are marked at Ex.P1 to Ex.P8.

6. Heard arguments and perused the records.

7. The following Points that arise for my consideration are :

1. ***Whether plaintiff's bank proves that the 1st defendant has availed loan of Rs.50,000/- with the 2nd defendant as guarantor from the plaintiff's bank and agreed to pay the interest at the rate of 14.75% per annum by executing necessary documents in favour of the plaintiff's bank?***
2. ***Whether the plaintiff's bank proves that out of the sanctioned amount of Rs.50,000/- and the defendants are due sum of Rs.97,250/- along with interest at the rate of 12.50% per annum?***
3. ***Whether plaintiff's bank is entitled to the relief as sought for ?***
4. ***What order or decree ?***

8. This court has given findings on the above points are:

Point No.1 :: In the Affirmative
Point No.2 :: In the Affirmative
Point No.3 :: Partly in the Affirmative
Point No.4 :: As per final order
For the following:

R E A S O N S

9. **Point No.1 and 2:-** These points are inter related to each other and involves common appreciation of evidence and facts, finding on the point No.1 will have bearing on another. Hence to avoid repetition, these points are taken together for common consideration.

10. According to plaintiff's bank on 08.05.2015, the 1st defendant has availed an agricultural personal loan of Rs.50,000/- from the plaintiff's bank with the 2nd defendant as guarantor. Therefore, they have executed

jointly and severally the necessary loan documents in favour of the plaintiff’s bank. After availing the loan, the defendants have failed to repay the said sum. Hence, this suit.

11. In order to prove its case, the Branch Manager of the plaintiff’s Bank is examined as PW.1 and in his examination-in-chief, he has reiterated the averments of the plaint and produced 8 documents which are marked at Ex.P1 to Ex.P.8.

12. On perusal of these documents, Ex.P1 is the loan application, Ex.P2 is the on-demand promissory note, Ex.P3 is the personal loan agreement executed by the 1st defendant, Ex.P4 is the acknowledgment of liability, Ex.P5 is the acknowledgment of debt and security, Ex.P6 and P7 are the letter of revival and Ex.P8 is the loan account statement.

13. It is pertinent to note here that, after service of summons defendant No.1 and No.2 have not appeared before this court. The defendants did not denied or contest the case of the plaintiff's bank. Therefore, the case of the plaintiff's bank remained unchallenged and uncontested. On the other hand, the plaintiff's bank has produced sufficient documents to show that, the defendants have borrowed a hand loan of Rs.50,000/- from the plaintiff's bank, but failed to repay the loan amount along with interest. These documents are having presumptive value as per Bankers book evidence Act, 1891.

14. Further important note that the evidence of PW.1 has remained unchallenged so also the documentary evidence. This court already held that the defendant No.1 and 2 have not appeared before this court. Even, the PW.1 has also not been cross-

examined, hence the claim of plaintiff's bank remained unchallenged as defendants have not cross-examined and have not stepped into witness-box to rebut the case of the plaintiff's bank. Hence, this court carefully scrutinized the materials placed before the court and evidence, this court is of opinion that absolutely there is no ground to disbelieve or to discard the evidence produced by the plaintiff's bank on record. Hence, this court accept the oral and documentary evidence and the plaintiff's bank has established its case. **Accordingly, this court answered point No.1 and 2 are in the Affirmative.**

15. **Point No.3:-** It is stated by the plaintiff's bank that, defendants have agreed to repay the loan amount of Rs.50,000/- along with interest at the rate of 14.75% per annum. But, the present rate of interest is 12.50% per annum. The defendants have obtained a loan from

the plaintiff's bank for the purpose of purchase his domestic expenses and it comes under the agriculture loan and not for business loan. Therefore, the defendants are liable to pay interest at the rate of 6% per annum to the bank on the principle amount of Rs.50,000/-. Hence, the plaintiff is entitled recovery of amount of Rs.97,250/- as on the date i.e., 15.05.2025 along with interest and other charges as mentioned in the plaint. Hence, the plaintiff's bank is entitled for recovery of Rs.97,250/- from the defendants along with interest at the rate of 6% p.a. from the date of suit till realization. **Accordingly, this court answered Point No.3 is partly in the Affirmative.**

16. **Point No.4:**- For the reasons stated above, this court proceed to pass the following;

O R D E R

The suit of the plaintiff's bank is partly decreed with costs.

The plaintiff's bank is entitled for recovery of Rs.97,250/- from the defendants. It is further ordered that, plaintiff's bank is entitled for interest at the rate of 6% per annum on the amount of Rs.50,000/- from the date of suit till the date of realization.

Draw decree accordingly.

[Dictated to the Stenographer on computer, corrected and then pronounced by me in the Open Court on this the ***22nd day of July, 2026]***

(ARAVINDRA B.C.)
SENIOR CIVIL JUDGE & JMFC.,
K.R.NAGAR.

APPENDIX

List of witnesses examined for plaintiff :-

PW.1 : Sri. Chethan S.

List of witnesses examined for defendants :-

-Nil-

List of documents exhibited for plaintiff :-

Ex.P1 : Loan application
Ex.P2 : On-demand promissory note
Ex.P3 : Personal loan agreement
Ex.P4 : Acknowledgment of liability
Ex.P5 : Acknowledgment of debt and security

Ex.P6 & 7 : Letters of revival

Ex.P8 : Loan account statement

List of documents exhibited for defendants :-

-Nil-

Digitally signed by ARAVINDRA B C
Location: Senior Civil Judge and JMFC, K.R.Nagar

(Aravindra B.C.)
SENIOR CIVIL JUDGE & JMFC,
K.R.NAGAR.