

**IN THE Court OF LXXXVII ADDL.CITY CIVIL & SESSIONS
JUDGE, (EXCLUSIVE COMMERCIAL Court)
AT BENGALURU (CCH.88)**

THIS THE 2^{5th} DAY OF OCTOBER 2021

PRESENT:

**SRI.CHANDRASHEKHAR U., B.Sc., LL.M.,
LXXXVII ADDL.CITY CIVIL & SESSIONS JUDGE,
BENGALURU.**

Com.O.S.No.6920/2019

PLAINTIFF : **Union Bank of India,**
BTM Layout Branch,
No.36, 20th Main, BTM Layout,
1st Stage, Bangalore – 560 068.
Rep. By its Branch Manager
Mrs.Anupama Roy
W/o Gopichand Naik Banavath
Aged about 36 years,
E-mail ID:cb800@corpbank.co.in
Mobile No.9818314128
IFSC Code:CORP0000800

(Rep. by Sri.PCB – Advocate)

AND

DEFENDANT : 1. M/s. VINUTHA SAREE CENTER
No.26/1, 3rd Main Road,
Someshwara Temple Road,
Madiwala, Bangalore – 560 068.
Rep. By its Proprietrix
Smt. Vinutha.B

2. Smt. Gowramma,
W/o Ranjappa,
No.26/1, 3rd Main Road,
Someshwara Temple Road,
Madiwala, Bangalore – 560 068

(Exparte)

Date of Institution of the suit	21.09.2019
Nature of the suit (suit on pronote, suit for declaration & Possession, Suit for injunction etc.)	Suit for recovery of money
Date of commencement of recording of evidence	05.10.2021
Date on which judgment was pronounced	25.10.2021
Total Duration	Year/s Month/s Day/s 02 01 14

(CHANDRASHEKHAR U),
LXXXVII Addl.City Civil & Sessions Judge,
(Exclusive Commercial Court)
Bengaluru.

J U D G M E N T

The Plaintiff Bank has filed the suit for recovery of a sum of Rs.12,44,485.16/- with interest at 13.30% per annum, from the date of suit till the date of realisation.

2. The plaintiff has stated that the defendant being propertix of first defendant approached its branch at Chamarajpet and availed term loan for Rs.9,60,200/- for the purpose of textile business. On the request of the defendant, plaintiff sanctioned a aforesaid loan on 21.09.2016, and

disbursed the same day and the defendant has executed loan documents such as loan agreement, demand promissory note, hyphothecation agreement and etc., The defendant has agree to pay the loan amount in 84 equated monthly installments of Rs.16,593/- each. She has also agreed to pay interest at 13.20% per annum which includes penal interest over the base rate. The defendant after availment of loan failed to pay the amount. The cause of action for the suit has arisen on 21.09.2016, execution of loan documents within the jurisdiction of this Court. Accordingly, plaintiff has prayed for Judgment and decree.

3. After service of summons, the defendant did not appear. Accordingly, she was placed exparte. The present Chief Manager of the plaintiff Bank got examined himself as PW1 and got marked 10 documents Ex.P1 to Ex.P10.

4. Heard.

5. The points that arise for my consideration are:-

1. Whether the plaintiff is entitled to the relief claimed in the plaint ?

2. What Order or decree ?

6. My findings on the above points are as under:

1. Point No.1 :- In the Affirmative.

2. Point No.2 :- As per the final Order
for the following reasons.

REASONS

7. **Point No.1 :-** In order to prove the case, the plaintiff mainly relies upon the evidence of PW-1 and documents at Ex.P1 to P10. Ex.P1 is the loan application submitted by the defendant Ex.P2 is the sanction intimation and Ex.P3 the Demand promissory note. Ex.P4 the take delivery letter to DPN. Ex.P5 is the term loan agreement. Ex.P6 is the undertaking letter. Ex.P7 is hyphothecation deed. Ex.P8 is the guarantee agreement. Ex.P9 is the legal notice issued to the defendant. Ex.P10 is account extract. Since, the defendant is placed exparte, admitted facts need not be proved as per Section 58 of Indian Evidence Act. Further, under Order VIII Rule 10 of C.P.C this Court can pass judgment on admission also. Since, the plaintiff has discharged initial burden, there is no impediment to decree

the suit as prayed for. Hence, I answer point No.1 in the **Affirmative.**

8. **Point No.2** :- For the aforesaid reasons, I proceed to pass the following Order.

ORDER

The suit of the Plaintiff Bank is hereby decreed.

The Defendant is hereby directed to pay to plaintiff Bank a sum of Rs.12,44,485.16/- (Rupees Twelve lakhs forty four thousand four hundred eighty five sixteen paise only) with interest at 13.30% per annum, from the date of suit till the date of realisation.

Further, the defendant is hereby directed to pay cost of the suit to the plaintiff Bank. The Advocate for the plaintiff is directed to file Memorandum of Cost before the Office within 5 days from today.

Draw decree accordingly.

The Office is directed to send copy of this judgment to plaintiff and defendant to their email ID as required under Order XX Rule 1 of the Civil Procedure Code read with Section 16 of the Commercial Courts Act.

(Dictated to the Typist, typed by him, corrected and then pronounced by me in open Court on this the **21st day of October, 2021**).

(CHANDRASHEKHAR U),
LXXXVII Addl.City Civil & Sessions Judge,
(Exclusive Commercial Court)
Bengaluru.

A N N E X U R E

LIST OF WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF

PW-1 Sri.Krishnamurthy V

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE PLAINTIFF

Ex.P1	Loan application
Ex.P2	Sanction intimation
Ex.P3	Demand promissory notice

Ex.P4	Take delivery letter to DPN
Ex.P5	Term loan agreement
Ex.P6	Undertaking letter
Ex.P7	Hyphothecation deed
Ex.P8	Guarantee agreement
Ex.P9	Legal notice
Ex.P10	Account extract

**LIST OF WITNESSES EXAMINED ON BEHALF OF THE
DEFENDANT**

NIL

**LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE
DEFENDANT**

NIL

(CHANDRASHEKHAR U),
LXXXVII Addl.City Civil & Sessions Judge,
Bengaluru.