KAMS500011812025

IN THE COURT OF SENIOR CIVIL JUDGE & JMFC, NANJANGUD

Present : Sri. Kamalaksha D., B.A., LL.B.,
Senior Civil Judge & J.M.F.C,
Nanjangud.

Dated this the 8th day of July 2026

O.S./410/2025

Plaintiff : Karnataka Grameena Bank,
having its Head Office at
No.32, Sanganakal Road,
Gandhi Nagar,
Bellary, one of its Branch at
Kasuvinahalli,
Nanjangud Taluk,
represented by its Manager.

(By Sri.N.Srikantaprasad, Adv.)

-V/s-

Defendants 1. Mahadevamma,
aged about 71 years,
W/o late Madanna,
Navilur Village,
Kasaba Hobli,
Nanjangud Taluk.

2. M.Raviprasad,
aged about 43 years,

S/o late Madanna,
Navilur Village,
Kasaba Hobli,
Nanjangud Taluk.

3. Geetha,
aged about 40 years,
D/o late Madanna,
Kalpura Village,
Chamarajanagara Taluk
and District.

4. Vasantha,
aged about 38 years,
D/o late Madanna,
Madapatna Village,
Gundlupet Taluk.

(D.1 to 4 - Exparte)

Date of institution of the suit	02.12.2025		
Nature of suit	Recovery of money		
Date of commencement of Trial	02.06.2026		
Date on which the judgment was pronounced	08.07.2026		
Duration of suit	Year/s 00	Month/s 07	Day/s 06

J U D G M E N T

This suit is filed for recovery of amount of Rs.5,57,154.76/- with interest.

2. Brief facts of the case of the plaintiff are as follows:-

The plaintiff bank was originally the Kaveri Grameena Bank, after amalgamation as per gazette notification of Government of India the said bank merged with Canara Bank. The defendants are relatively mother and children and all are residing in the address given in the cause title of the suit. The husband of the 1st defendant and father of defendants No.2 to 4 i.e., Madanna S/o late Puttaswamappa approached the plaintiff- bank for financial assistance of Rs.3,11,000/- as crop loan under Kissan Credit Card to grow banana crop in the plaint schedule property vide loan application dated 23.06.2016. The plaintiff -bank considering the request has granted the above quantum of loan on 01.07.2016. The said Madanna and defendant No.2 Raviprasad have jointly agreed to repay the said loan with interest at the rate of 7% per annum, failing which penal interest at the rate of 2% per annum. The said Madanna and defendant No.2 jointly have executed hypothecation agreement on 01.07.2016 and also they have jointly executed registered simple mortgage deed on 17.06.2016. After availment of KCC loan the said Madanna has executed letter of commitment on 10.01.2019. In the meanwhile said Madanna died on 14.06.2019 leaving behind the defendants No.1 to 4. After the death of Madanna, the defendants No.1 and 2 have approached the bank and executed letter of revival as legal representative of late Madanna on 07.11.2021 and also another revival letter dated 23.03.2024. The said revival letters also bind the defendants No.3 and 4. The legal representatives of Madanna i.e., the defendants 1 to 4 having acquired right over the schedule property through succession and hence they are liable to pay the loan obtained by Madanna. But, inspite of repeated demands and issuance of legal notice dated 10.11.2025 the defendants have not come forward to clear the loan amount with interest. Hence, the plaintiff without alternative has filed this suit.

3. Summons were duly served. Defendants did not appear before the court and placed exparte.

4. In order to get the relief, the Manager of the plaintiff-bank is examined as P.W.1 and got marked 10 documents as Exs.P.1 to 10.

5. Heard the learned counsel for the plaintiff. Perused the pleading, evidence and materials placed on record. The points that arise for consideration are:

1 Whether the plaintiff proves that the husband of the 1st defendant and father of the defendants No.2 to 4 i.e., Madanna availed loan of Rs.3,11,000/- on 01.07.2016?

2 Whether the plaintiff further proves that the defendants are liable to repay the loan with agreed interest?

3 Whether the plaintiff is entitled to get the relief?

4 What order or decree?

6. The findings on the above points are as follows:

Point No.1	:	In the affirmative
Points No.2 & 3	:	Partly in the affirmative
Point No.4	:	As per the final order for the following:-

R E A S O N S

7. **POINT NOS.1 TO 3**: These points are taken up together for discussion to avoid repetition of facts and evidence.

8. The chief-examination of P.W.1 is nothing but repetition of facts. The trustworthy of P.W.1 is not at all challenged. Ex.P.1 is the loan application stated to be given by the 1st defendant under Kissan Credit Card Scheme; Ex.P.2 is the loan agreement; Exs.P.3 and 4 are

the mortgage deeds; Exs.P.5 and 6 are the loan revival letters dated 07.11.2021 and 28.03.2024. These two documents prove the revival of loan taken by the Madanna i.e., husband of 1st defendant and father of defendants No.2 to 4. Ex.P.7 is the copy of legal notice dated 10.11.2025; Exs.P.8 to 10 are the postal acknowledgments. The signature and contents of all the documents produced by the plaintiff are not rebutted by the defendants. Madanna took loan for agricultural purpose. The defendants have not denied the sanction of loan. Madanna S/o Puttaswamappa had availed loan from the plaintiff-bank, he died without clearing the said loan. The defendants No.1 to 4 are his legal heirs. The burden of repayment is on the defendants. Mortgage deeds executed by Madanna and 2nd defendant clearly demonstrate the assurance by them to repay the loan with interest. Therefore, there is no other go to disbelieve the evidence of the plaintiff. Hence, the plaintiff-bank proved the grant of loan as aforesaid by executing the security documents. Ex.P.2 is the crop loan agreement, which reveals the burden of repayment of loan with 7%, but plaintiff-bank claims 15.50% interest including penal interest of 2%. However, the plaintiff has not given evidence to ask such rate of interest though the rate of interest has been mentioned as 7% in the agreement. Therefore the 7% interest per annum may enough on principal amount. Hence, **point No.1** is answered **in the affirmative** and **points No.2 and 3** are **partly in the affirmative**.

9. **POINT NO.4** : In view of my findings on Points, I proceed to pass the following:

ORDER

The suit of the plaintiff is partly decreed with costs.

The defendants are directed to pay amount of Rs.3,11,000/- with interest at 7% per annum from the date of availment of loan till realization, within three months from this date, failing which the plaintiff shall be entitled to sell the property shown in the mortgage deed.

Draw preliminary decree accordingly.

(Dictated to the Stenographer, transcribed by her on computer, revised, corrected and then pronounced by me in open Court on this the 8th day of July 2026.)

(Kamalaksha D.)
Senior Civil Judge & J.M.F.C.,
Nanjangud.

ANNEXURE

List of witnesses examined for the plaintiff :-

P.W.1 - Punith Gowda H.Betadhar

List of documents marked for the plaintiff :-

Ex.P.1	-	Loan application dated 01.07.2016
Ex.P.2	-	Kissan Credit Card Scheme loan agreement
Ex.P.3	-	Hypothecation agreement
Ex.P.4	-	Mortgage deed
Ex.P.5	-	Revival letter dated 07.11.2021
Ex.P.6	-	Revival letter dated 28.03.2024
Ex.P.7	-	Copy of legal notice dated 10.11.2025
Exs.P.8 to 10	-	Postal acknowledgments

List of witnesses examined for the Defendants :-

Nil

List of documents marked for the Defendants :-

NIL

Senior Civil Judge & JMFC,
Nanjangud.