

KAMS600004602025



O.S./64/2025

**IN THE COURT OF THE SENIOR CIVIL JUDGE AT
PERIYAPATNA**

**Present
Sri.RAJU.M.,
M.A., LL.B.,
Senior Civil Judge,
Periyapatna.**

Dated: 7th Day of March 2026

OS.No.64 of 2025

* * *

PLAINTIFF:

CANARA BANK, A Banking Company Constituted and functioning under the Banking Companies (Acquisition Transfer of Undertakings) Act, 1970 having its Head Office at 112, J.C.Road. Bangalore with its various Branches functioning throughout the Country and one of such branch at B. M. Road, Kushalnagar-571 234 Kodagu District, Represented by its Chief Manager.

(By Sri.RBJ)

-Vs-

DEFENDANTS:

- 1) Sri.Rajanayaka s/o Sannanayaka,
Aged 63 years,**
- 2) Smt.Mahadevamma w/o Rajanayaka,
Aged 52 years,**
- 3) Sri. Hanumantha Nayaka s/o B.S.Rajanayaka,
Aged 40 years.**

- 4) Sri.Yoganayaka s/o B.S.Rajanayaka,
Aged 38 years.
- 5) Sri.Swamynayaka s/o B.S.Rajanayaka,
Aged 30 years.
- 6) Kum.Geetha.R. d/o B.S.Rajanayaka,
Aged 28 years.
- 7) Sri.Prakasha s/o B.S.Rajanayaka,
Aged 24 years. **D1 to 7** are r/o Bilagunda village,
Nilavadi Post, Haranahalli Hobli,
Periyapatna Taluk, Mysuru District.

(Ex parte)

Date of Institution	02.04.2025		
Nature of the Suit	Recovery of Money		
Date of recording of evidence	20.01.2026		
Pronouncement of judgment	07.03.2026		
Total duration	YY 00	MM 11	DD 05

**Senior Civil Judge,
Periyapatna.**

J U D G M E N T

Suit is for recovery of Rs.17,11,074/- with interest at the rate of 11.65% p.a.

2. Plaintiff-Bank stated that; Defendant No.1 has borrowed Agricultural Crop Loan of Rs.3,22,000/-

under Loan A/c No.0689840003434 on 31-03-2015 agreeing to pay the same with interest at 11% p.a. In this regard the defendant No.1 has executed necessary documents such as registered simple mortgage deed, letters of revival, agreement and deed of hypothecation in favour of plaintiff-bank. Outstanding balance amount as on 05.12.2024 is Rs.4,72,687/-.

3. Defendant No.1 has borrowed Rs.4,30,000/- as Kissan OD loan for land development under loan A/c No.0689897000056 from the plaintiff-bank on 31.03.2015 agreeing to repay the same with interest at 12% p.a. In this regard the defendant No.1 has executed agreement and deed for kissan OD on 31.03.2015 and letters of revival on 08.01.2018, 06.01.2020 and 16.10.2022 respectively. Outstanding balance amount as on 01.10.2024 is Rs.12,38,387/-. They are in due of Rs.17,11,074/-. In spite of repeated demands the defendants failed to repay the loan

amount. Hence, the suit.

4. After of service of suit summons, the defendants remained absent before the Court. Consequently, they were placed ex parte.

5. Following points arise for consideration;

P O I N T S

1. Whether plaintiff prove that defendants have borrowed Agricultural Crop Loan of Rs.3,22,000/- on 31.03.2015 and OD Loan of Rs.4,30,000/- for Land Development agreeing to repay the loan amounts with interest as claimed by the plaintiff-bank by executing necessary documents as contended?

2. Whether suit is in time?

3. What relief plaintiff-bank is entitled for?

4. What Order or Decree?

6. To prove the case; plaintiff-bank examined its Bank Officer as Pw.1 and documents Ex.P1 to P12 were marked.

7. Heard arguments.

8. Answer to the above points is as follows;

Point-1: In the Affirmative.

Point-2: In the Affirmative.

Point-3: Partly In the Affirmative.

***Point-4: As per final order
for the following;***

REASONS

9. **Point Nos-1 & 2:** Since these two points are interlinked they are taken up together for common discussion in order to avoid repetition of facts.

Plaintiff-Bank asserted that; defendants have borrowed Agricultural Crop Loan of Rs.3,22,000/-on 31.03.2015 and OD Loan of Rs.4,30,000/- for Land Development agreeing to repay the said loan amounts with interest as claimed by the plaintiff-bank by executing relevant documents in favour of plaintiff-Bank.

10. To justify verbal evidence; plaintiff-bank has produced Ex.P-1 loan application, Ex.P-2 sanction memorandum, Ex.P-3 agreement and deed for kissan

credit, Ex.P-4 registered simple mortgage deed, Ex.P-5 Encumbrance certificate, Ex.P-6 letters of revival (3), Ex.P-7 statement of account, Ex.P-8 loan application, Ex.P-9 sanction memorandum, Ex.P-10 agreement and deed for kissan OD, Ex.P-11 letters of revival (3) and Ex.P-12 statement of loan account.

11. The oral and documentary evidence made available by the plaintiff-bank is left unchallenged. In spite of service of summons, the defendants did not appear before the Court and they were placed *ex parte* which shows that they have no defense to the claim put forth by the plaintiff-bank. The genuineness and admissibility of documents stated *supra* are not in dispute. There is no reason to doubt or disbelieve said documents, which have presumptive value. In the absence of contrary evidence absolutely there is no impediment to believe the

plaintiff's case. Thus, the factual matrix remained intact.

12. Plaintiff-Bank successfully demonstrated that; defendants availed loans and failed to repay the same as agreed upon. Plaintiff-Bank is entitled for the recovery of said amount.

Plaintiff-Bank stated that; defendants have agreed to repay the loan amounts with interest at the rate of 11% p.a and 12% p.a. on the above said loan amounts borrowed by them. Discussion of documents *supra* manifest that; defendants agreed to pay the interest as claimed by the plaintiff-bank. When the defendants failed to make the payment within stipulated time they are are liable to pay the interest agreed by them. If the rate of interest of two loans included the total rate of total interest comes to Rs.23% p.a, if it is divided by 2 it comes to 11.50%

p.a.. Hence plaintiff -bank is entitled for interest at the rate of 11.50% p.a.

13. As per the documents the loans were raised in the year 2015. Mortgage deed (Ex.P4), was executed on 16.04.2015. Defendant No.1 has acknowledged the debt on 08.01.2018, 06.01.2020 and 16.10.2022 (Ex.P6 & Ex.P11) respectively by executing revival letters.

14. As per Article 62 of Limitation Act, 1963 the period of limitation to enforce payment of money secured by a mortgagee is 12 years and the time from which period begins to run is when the money sued for becomes due. Here, suit is filed on 02.04.2025. In the light of facts discussed *supra* coupled with the documents i.e., simple mortgage deed and letters of revival and date of last repayment; it can be said that the suit is in time. Accordingly point No.1 is

answered ***partly in the affirmative and point No.2 in the affirmative.***

15. Point No.3: Discussion *supra* manifest that; the plaintiff-bank proves that the defendants availed loans subject to the terms and conditions of the bank by executing documents. Thus, plaintiff-bank is entitled to recover the outstanding loan amount with interest at the rate of 11.50% per annum.

16. Point No.4: By virtue of findings *supra*, this Court proceeds to pass the following;

ORDER

Suit is decreed with costs.

Accordingly, the plaintiff bank is entitled to recover Rs.17,11,074/- from the defendants along with interest at the rate of 11.50% p.a. from the date of suit till realization of entire amount.

Defendants are jointly and severally liable to pay the entire amount.

Defendants shall pay the entire decretal amount with interest within 3 months from the date of this order, failing which the plaintiff-bank is at liberty to recover the amount in accordance with law against the defendants No.1 & 2 and also by sale of suit schedule property.

Draw preliminary decree accordingly.

(Dictated to the Stenographer directly on computer, typed by her, corrected and initialed by me and then pronounced in the open Court on 07.03.2026).

sd/-
(Raju.M.,)
Senior Civil Judge
Periyapatna.

ANNEXURE

Number of witness examined on behalf of plaintiff:-

Pw.1 Sri.Vignesh.H.,

List of documents marked on behalf of plaintiff:-

Ex.P-1 Loan application dt 30.03.2015

Ex.P-2 Sanction memorandum dt 31.03.2015

- Ex.P-3** Agreement and deed for kissan credit
- Ex.P-4** Registered simple mortgage deed
- Ex.P-5** Encumbrance certificate
- Ex.P-6** 3 Letter of revival
- Ex.P-7** Statement of account
- Ex.P-8** Loan application dt 30.03.2015
- Ex.P-9** Sanction memorandum dated 31.03.2015
- Ex.P-10** Agreement and deed for kissan OD
- Ex.P-11** 3 Letter of revival
- Ex.P-12** Statement of loan account

Number of witnesses examined for defendants:- Nil

List of the documents marked for defendants:- Nil

sd/-

**Senior Civil Judge
Periyapatna.**