

KAMS600013992025



O.S./279/2025

**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.279 of 2025

* * *

PLAINTIFF:

CANARA BANK, A Banking Company Constituted and functioning under the Banking Companies (Acquisition and 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 Managar

(By Sri.RBJ)

-Vs-

DEFENDANTS:

- 1) Sri.Channabasavachari s/o Late Basavachari,
Age: 70 years,**
- 2) Sri.Manjunatha.N.C. s/o Channabasavachari,
Age: 41 years,**

3) Smt.Roopa d/o Channabasavachari,
Age: 35 years. **D1 to 3** are r/o Nilvadi village & Post,
Bettadapura Hobli, Periyapatna Taluk,
Mysuru District.

(Ex parte)

Date of Institution	04.11.2025		
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 04	DD 03

**Senior Civil Judge,
Periyapatna.**

J U D G M E N T

Suit is for recovery of Rs.19,84,441/- with interest at the rate of 12.30% p.a.

2. Plaintiff-Bank stated that; Defendant No.1 has borrowed Agricultural Crop Loan of Rs.1,50,000/- under Loan A/c No.0689840003404 on 05.12.2014 agreeing to pay the same with interest at 11.20% p.a. In

this regard the defendant No.1 has executed Agreement of Hypothecation for Agricultural Loans on 05.12.2024 in favour of plaintiff-Bank. He has also executed Letters of Revival on 08.06.2017, 31.07.2019, 18.03.2021 and 10.04.2023 respectively. Outstanding balance amount as on 01.04.2025 is Rs.1,65,746/-.

3. Defendant No.1 has borrowed Kisan Overdraft Loan of Rs.3,00,000/- under Loan A/c No.0689897000031 on 20.12.2014 agreeing to pay the same with interest at 11.20% p.a. Defendant No.1 has executed Agreement Deed for Kissan OD on 20.12.2014 in favour of plaintiff-Bank and registered simple mortgage deed on 18.12.2014. He has also executed Letters of Revival on 08.06.2017, 31.07.2019 and 07.09.2022 respectively. Outstanding balance amount as on 01.04.2025 is Rs.4,88,447/-.

4. Defendant No.1 has borrowed Kisan Tatkhal Loan of Rs.50,000/- under Loan A/c No.0689858000036 on 07.05.2020 agreeing to pay the same with interest at 9.25% p.a. Defendant No.1 has executed Agreement of Hypothecation for Agricultural Loans on 04.05.2023 in favour of plaintiff-Bank. Outstanding balance amount as on 23.06.2025 is Rs.38,194/-.

5. Defendant No.1 has borrowed Farm Development Loan of Rs.10,00,000/- under Loan A/c No.0689883003317 on 19.08.2020 agreeing to pay the same with interest at 10.70% p.a. Defendant No.1 has executed Memorandum of Agreement for agricultural loans on 19.08.2020 and registered simple mortgage deed on 13.08.2020. Defendant No.1 has also executed letter of revival on 10.04.2023 in favour of plaintiff-Bank. Outstanding balance amount as on 23.06.2025 is Rs.12,92,054/-. They are in due of Rs.19,84,441/-. In spite of repeated demands the defendants failed to

repay the same.

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

7. Following points arise for consideration;

P O I N T S

1. Whether plaintiff-Bank proves that the defendants have borrowed Agricultural Crop Loan of Rs.1,50,000/- on 05.12.2014, Kisan Overdraft Loan of Rs.3,00,000/- on 20.12.2014, Kisan Tatkal Loan of Rs.50,000/- on 07.05.2020, Farm Development Loan of Rs.10,00,000/- on 19.08.2020 agreeing to repay the loan amount with interest as claimed in the plaint by executing documents as contended?

2. Whether suit is in time?

3. What relief plaintiff-bank is entitled for?

4. What Order or Decree?

8. To prove the case; plaintiff-bank examined its Manager as Pw.1 and documents Ex.P1 to P26 were marked.

9. Heard arguments.

10. Answer to the above points is as follows;

Point-1: Affirmative.

Point-2: Affirmative.

Point-3: Partly in the Affirmative.

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

REASONS

11. **Point-1:** Plaintiff-Bank asserted that; defendants have borrowed Agricultural Crop Loan of Rs.1,50,000/- on 05.12.2014, Kisan Overdraft Loan of Rs.3,00,000/- on 20.12.2014, Kisan Tatkal Loan of Rs.50,000/- on 07.05.2020, Farm Development Loan of Rs.10,00,000/- on 19.08.2020 agreeing to repay the said loan amounts with interest as claimed by the plaintiff-bank by executing relevant documents in favour of plaintiff-Bank.

12. To justify verbal evidence; plaintiff-bank has produced Ex.P-1 loan application, Ex.P-2 Sanction Memorandum, Ex.P-3 Agreement of Hypothecation for Agricultural Loans, Ex.P-4 Letters of Revival,

Ex.P-5 Statement of Loan Account, Ex.P-6 Application Form cum Appraisal Report for credit facilities, Ex.P-7 Sanction Memorandum, Ex.P-8 Agreement and Deed for Kissan OD, Ex.P-9 Registered Simple Mortgage Deed, Ex.P-10 Encumbrance Certificate, Ex.P-11 Letters of Revival (3), Ex.P-12 Statement of Loan Account, Ex.P-13 Loan Application, Ex.P-14 Sanction Memorandum, Ex.P-15 Agreement of Hypothecation for Agricultural Loan, Ex.P-16 Letter of Revival, Ex.P-17 Statement of Loan Account, Ex.P-18 Application Form cum Appraisal Report for Credit Facilities, Ex.P-19 Memorandum of Agreement for Agricultural Loans, Ex.P-21 registered GPA executed by defendant Nos.2 and 3, Ex.P-22 Registered Simple Mortgage Deed, Ex.P-23 Letter of Revival, Ex.P-24 Copy of Legal Notice, Ex.P-25 Postal Acknowledgments (3) and Ex.P-26 Statement of Account.

13. 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.

14. 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.

15. As per documents the loans were raised in the year 2014. Mortgage deed (Ex.P9) was executed on 18.12.2014. Defendant No.1 has acknowledged the debt on 08.06.2017, 31.07.2019, 18.03.2021 and 10.04.2023 (Ex.P11, Ex.P16 & Ex.P23) by executing revival letters.

16. 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 04.11.2025. 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 in the ***affirmative and point No.2 partly in the affirmative.***

17. Plaintiff-Bank stated that; defendants have agreed to repay the loan amounts with interest at the rate of 11.20% p.a., 9.25% p.a. and 10.70% 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 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.42.35% p.a, if it is divided by 2 it comes to 10.58% p.a.. Hence plaintiff -bank is entitled for interest at the rate of 10.58% p.a. Accordingly point No.1 is answered in the ***affirmative and point No.2 partly in the affirmative.***

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

ORDER

Suit is decreed with costs.

Accordingly, Plaintiff bank is entitled to recover Rs.19,88,441/- from the defendants along with interest at the rate of 10.58% 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 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 05.12.2014
- Ex.P-2** Sanction memorandum
- Ex.P-3** Agreement of hypothecation for agricultural loans
- Ex.P-4** 4 Letter of revival
- Ex.P-5** Statement of loan account
- Ex.P-6** Application form cum appraisal report for credit facilities
- Ex.P-7** Sanction memorandum dt 20.12.2014
- Ex.P-8** Agreement and deed for Kissan OD
- Ex.P-9** Registered simple mortgage deed
- Ex.P-10** Encumbrance certificate
- Ex.P-11** 3 Letter of revival
- Ex.P-12** Statement of loan account
- Ex.P-13** Loan application dt 07.05.2020
- Ex.P-14** Sanction memorandum dated 07.05.2020
- Ex.P-15** Agreement of hypothecation for agricultural loan dt
07.05.2020
- Ex.P-16** Letter of revival dt 04.05.2023

- Ex.P-17** Statement of loan accout
- Ex.P-18** Application form cum appraisal report for credit facilities dt 19.08.2020
- Ex.P-19** Sanction memorandum dt 19.08.2020
- Ex.P-20** Memorandum of agreement for agricultural loans dt 19.08.2020
- Ex.P-21** Registered GPA executed by D2 and 3
- Ex.P-22** Registered simple mortgage deed dt 03.08.2020
- Ex.P-23** Letter of revival dt 12.04.2023
- Ex.P-24** Copy of the legal notice
- Ex.P-25** 3 postal acknowledgments
- Ex.P-26** Statement of account

Number of witnesses examined for defendants:- Nil

List of the documents marked for defendants:- Nil

sd/-

**Senior Civil Judge
Periyapatna.**