

KAMS710007132021



**IN THE COURT OF I ADDITIONAL CIVIL JUDGE AND JMFC AT
T.NARASIPURA**

Dated this the 7th day of March 2026

Present: **Smt.Niveditha N.**, B.A.L., LL.B, LL.M.,
I Additional Civil Judge & JMFC., T.Narasipura.

O.S./96/2021

Plaintiff

: M/s Karnataka Bank Ltd.,
Bannur Branch, SRP Road,
Near Cauvery Circle, Bannur Town,
T.Narasipura Taluk,
Represented by its Manager.

(By Sri.M.D., Advocate)

V/s

Defendants

: 1. Ravikumar.M.L, Dead by his LR's.
1(a). Smt.Shobha,
W/o Late Ravikumar.M.L,
Aged about 30 years.

1(b). Kum.Lasya R Gowda,
D/o Late Ravikumar.M.L,
Aged about 7 years.

D1(b) is minor, represented by her
mother D1(a) as a natural guardian.

OS.96/2021

D1(a) and 1(b) are R/at Makanahalli,
Bannur Town, T.Narasipura Taluk.

2. Naveen Kumar.M.L,
S/o L.Lingegowda,
Aged about 35 years.

3. Lohith Kumar.M.L,
S/o L.Lingegowda
Aged about 33 years.

4. Mahdeva.V,
S/o Vishakantegowda,
Aged about 34 years.

All are R/at Makanahalli, Bannuru
Town, T.Narasipura Taluk.

(By Sri.K.K.N., Advocate)

Nature of the Suit : Recovery of Money

Date of the commencement of
recording of the evidence : 10/06/2022

Date on which the judgment was
pronounced : 07/03/2026

| Total duration | Years | Months | Days |
|----------------|-------|--------|------|
| | 04 | 10 | 29 |

JUDGMENT

1. Relief: The plaintiff bank has filed this suit for recovery of amount of Rs.4,96,588/- from the defendants along with cost and

interest at the rate of 15.25% P.A from the date of the suit till realization.

2. Schedule:

1. Land bearing Sy.No.1330/1, extent 3 acres 2 guntas,

2. Land bearing Sy.No.1330/2, extent 2 acres 10 guntas,

Commonly bounded East by: Land of Narayana, West by: Ramaswamy Nala, North and South by: Land of Gangadhar.

Both lands are situated at Bannur Rural Village, Bannur Hobli, T.Narasipura Taluk.

3. The epitome of the plaintiff's case is as follows:

a. The plaintiff in the plaint has pleaded that, M/s Karnataka Bank Ltd., a company incorporated under the Indian Company's Act 1913 carrying the business having its registered and head office at Mahaveer Circle, Kankanadi, P.B.No.599, Mangaluru-575002 and one amongst them at SRP Road, Near Cauvery Circle, Bannur-571101, T.Narasipura Taluk, Mysuru District represented by its Manager.

b. Further, on 31/03/2016 for agricultural purpose the defendants No.1 to 3 have borrowed loan of Rs.3,50,000/- from the plaintiffs bank and defendant No.4 is the guarantor for the defendants No.1 to 3. The defendants No.1 to 3 have jointly hypothecated the plaint schedule property along with the sugar cane crops grown in the plaint schedule property in favour of the plaintiff bank by way of registered simple mortgage deed. The rate of interest is 10.25% p.a. The outstanding balance as on 23/02/2021 is Rs.4,28,050/- and interest from 01/04/2020.

c. Further, the defendant No.4 is the guarantor for the said loan, the liability of the defendant No.4 is co-extensive with the principal borrowers viz the defendants No.1 to 3. The said loan was slipped to NPA on 23/11/2018. The defendants have failed to pay the loan amount as agreed, hence the plaintiff bank has issued legal notice dated 04/03/2021 through RPAD to the defendants. The legal notice sent to the defendants No.2 to 4 returned un-served. The defendant No.1 has received the said notice but not replied or not paid the loan amount. As on 25/03/2021 a sum of Rs.4,96,588/- is due to the plaintiffs bank. The defendants have acknowledged the debt by executing the letter of acknowledgment of debt dated 31/03/2018. Hence, this suit.

4. On service of summons, the defendants have appeared before the Court through their advocates. The defendant No.1 has filed the written statement. Other defendants have not filed the written statement.

a. In the written statement, the defendant No.1 has denied the entire plaint averments and prays to dismiss the suit with costs.

5. Based on the pleadings and the documents of the parties, my learned predecessor has framed the following:

ISSUES

1. Whether the plaintiff bank proves that, on 31.03.2016 the defendants No.1 to 3 have jointly borrowed loan of Rs.3,50,000/- from the plaintiff Bank?

2. Whether the plaintiff bank proves that, the bank is entitled for recovery of sum of Rs.4,96,588/- from Defendants with interest at the rate of 15.25% p.a. from the date of suit till date of realization?
3. Whether the plaintiff bank is entitled for relief as sought for?
4. What order or decree?
6. Heard arguments of the counsel for parties and perused materials available on record.
7. My findings on the above issues are as follows:
 - Issue No.1 : **In the Affirmative**
 - Issue No.2 : **In the Partly Affirmative**
 - Issue No.3 : **In the Affirmative**
 - Issue No.4 : As per the final order, the following;

REASONS

8. Issue No.1: The plaintiff bank has filed this suit for recovery of amount of Rs.4,96,588/- along with interest at 15.25% P.A. The defendant No.1 has filed the written statement by denying the claim of the plaintiff. Other defendants have not filed the written statement. During the pendency of the case, defendant No.1 died and his LR's were brought on record. The legal representatives of defendant No.1 have not appeared before the Court nor filed the written statement and they have placed ex-parte.

9. In order to prove the case, the Manager of the plaintiff bank examined as P.W.1 by filing chief examination affidavit and got

marked the documents as Ex.P1 to 17. Ex.P1 is the loan sanction order passed by the Bank Manager in favour of the defendants No.1 to 4 on 29/03/2016. Ex.P2 is the credit sanction intimation letter issued by the plaintiff bank to the defendant No.1. Ex.P3 is the composite agreement for Kishan Credit Card facility and term loan facility agreement entered by the defendants No.1 to 3 and plaintiff on 31/03/2016. Ex.P4 is the declaration by defendants No.1 to 3. Ex.P5 is the original deed of mortgage executed by defendants No.1 to 3 in favour of plaintiff bank on 29/03/2016. Ex.P6 is the encumbrance certificate. Ex.P7 is the letter issued by the plaintiff bank to the defendants dated 31/05/2018. Ex.P8 is the statement of account of defendant No.1. Ex.P9 is the legal notice dated 04/03/2021 issued by the plaintiff through its advocate to the defendants. Ex.P10 to 13 are the postal receipts. Ex.P14 is the postal acknowledgment. Ex.P15 and 16 are the RPAD cover. Ex.P17 is the power of attorney.

10. As stated above, after the death of defendant No.1, the defendants No.2 and 3 and LR's of defendant No.1 have not appeared before the Court nor cross examined P.W.1 in order to disprove the case of the plaintiff.

11. The oral and documentary evidence available on record are corroborates with each other and clearly established that, the defendants No.1 to 3 have borrowed the loan of Rs.3,50,000/- from the plaintiff bank on 31/03/2016 and defendant No.4 is the guarantor to the said loan and the defendants No.1 to 3 have

jointly hypothecated the plaint schedule properties in favour of the plaintiff bank through simple mortgage and the rate of interest was fixed for the said loan of Rs.10.25% pa. However, the defendants have failed to repay the loan amount. Hence, the plaintiff got issued legal notice to the defendants and it was served on defendant No.1 as per Ex.P14. However, the defendants have not challenged the oral and documentary evidence of plaintiff. Thus, it is proved that the defendants NO.1 to 3 have borrowed the amount of Rs.3,50,000/- from the plaintiff bank. **Accordingly this Court answers Issue No.1 in the Affirmative.**

12. Issue No.2: The plaintiff has filed the suit for recovery of loan amount of Rs.4,96,588/- from the defendants. As per Ex.P1, the defendants No.1 to 3 have obtained the loan on 29/03/2016 and after the lapse of 5 years, the plaintiff has filed the present suit and hence interest was accrued upon principle amount. The plaintiff bank has filed this suit including the interest as on the date of filing of this suit. Thus, it is necessary to order for the interest of 6% p.a from the date of filing of the suit till realization. **Accordingly this Court answers Issue No.2 in partly Affirmative.**

13. Issue No.3: In view of the above discussion, the plaintiff bank proved that the defendants NO.1 to 3 have failed to pay the loan amount along with interest and defendant No.4 being the guarantor is liable to pay the amount jointly along with defendants No.1 to 3. Hence, the plaintiff bank is entitled for suit

relief. Accordingly this Court answers Issue No.3 in **Affirmative.**

14. Issue No.4: In view of the above answer and reasons on Point No.1 and 2, this Court proceeds to pass the following;

ORDER

The suit of the plaintiff is decreed partly with cost.

The defendants are hereby directed to pay to the plaintiff a sum of Rs.4,96,588/- (Rupees four lakh and ninety six thousand five hundred and eighty eight only) along with interest at 6% p.a., from the date of filing of suit till realization.

Draw decree accordingly.

[Dictated to the Stenographer, transcript typed by her corrected, initialed and pronounced by me in the open Court on this the 7th day of March 2026)

**I Addl., Civil Judge and JMFC.,
T.Narasipura**

ANNEXURE

List of witnesses examined on behalf of plaintiff:

PW 1 : Venkatesh N Karanth

List of documents exhibits on behalf of plaintiff:

Ex.P 1 : Sanction order
Ex.P 2 : Credit sanction intimation
Ex.P 3 : Composite agreement
Ex.P 4 : Declaration

- Ex.P 5 : Deed of mortgage
Ex.P 6 : EC
Ex.P 7 : Letter acknowledgment of debt dated
31/05/2018
Ex.P 8 : Account Statement
Ex.P 9 : Legal notice
Ex.P 10 to 13 : Postal receipts
Ex.P 14 : Postal acknowledgment
Ex.P 15 & 16 : RPAD covers
Ex.P 17 : Notarized copy of GPA

List of witnesses examined on behalf of defendant:

-- Nil --

List of documents exhibited on behalf of defendant:

-- Nil --

I Addl., Civil Judge and JMFC.,
T.Narasipura.

OS.96/2021

**(Judgment pronounced in open court vide
separate order)**

ORDER

The suit of the plaintiff is decreed partly with cost.

The defendants are hereby directed to pay to the plaintiff a sum of Rs.4,96,588/- (Rupees four lakh and ninety six thousand five hundred and eighty eight only) along with interest at 6% p.a., from the date of filing of suit till realization.

Draw decree accordingly.

**I Addl.Civil Judge & JMFC.,
T.Narasipura.**