

KAMS710023242025



**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE AND
J.M.F.C., AT T.NARASIPURA**

:Present:

Sri. Sachin. H.R., BA.LLB.,
*Prl.Civil Judge & J.M.F.C.,
T.Narasipura.*

Dated this 02nd day of May, 2026.

ORIGINAL SUIT No.259/2025

PLAINTIFF : *M/s Karnataka Bank Ltd.,
T.Narasipura Branch,
D.No.393, Ist Floor, Vidyodaya
College Road, T.Narasipura,
Pin-571124 – Rep., by its Manager
Sri.Umesh A., S/o H.V.Anantharam,
Branch Manager,
Karnataka Bank Ltd.,
T.Narasipura.*

(By Sri M.D., Advocate)

-V/S-

DEFENDANT: *Sri Rangappa V.,
S/o late Venkatesha,
Aged about 38 years,
R/at Kendanakopplal Village,
Benkanahalli Panchayath,*

Sosale Hobli,
T.Narasipura Taluk-571124.

(Defendant- Exparte)

<i>Date of Institution of Suit</i>	20.08.2025
<i>Nature of Suit</i>	Money Suit
<i>Date of Commencement of Recording of evidence</i>	27.03.2025
<i>Date of closing of evidence</i>	27.03.2025
<i>Date on which judgment was pronounced</i>	02.05.2026
<i>Total Duration</i>	<u>Year/s</u> <u>Month/s</u> <u>Days</u> 00 08 12

(Sachin H.R.)
Prl.Civil Judge & J.M.F.C.,
T.Narasipura.

J U D G M E N T

1. This is the suit filed by the Plaintiff-Bank seeking for the relief of recovery of sum of Rs.2,12,365.29/- with future interest at the rate of 15.20% per annum from the date of filing the suit till realization along with costs.

The brief facts of the plaintiff's case is as follows:

2. It is forthcoming in the plaint averments that the defendant had approached the plaintiff Bank to borrow loan

of Rs.5,00,000/- for purchase of Toyota Etios Liva Car to run as taxi and on 27.03.2017 the plaintiff bank had sanctioned the said loan vide Ac.No.7747001800016101 by fixing monthly EMI of Rs.8,353 for the period of 84 months with interest at the rate of 10.20 % per annum and the defendant had executed the necessary agreements and also hypothecated the said vehicle bearing No.K.A.55-7839 in favour of the bank. Further it is stated that the defendant was irregular in repayment of the loan amount and thus the Loan account was declared to be N.P.A., on 29.06.2024 as the defendant failed to repay the loan amount in spite issuance of repeated notices. That the defendant is due to repay sum of Rs.2,12,365.29/- as on 01.08.2025. Hence the plaintiff-bank has filed this suit for recovery of sum of Rs.2,12,365.29/- with interest at the rate of 15.20% P.A., from the date of filing the suit till realization against the defendants.

3. *After institution of the suit, the suit summons was served upon the defendant. The defendant remained*

absent and was placed ex-parte. Hence, the matter has been set down for enquiry.

4. In order to substantiate the case of the plaintiff bank, it's Branch Manager by name Sri. Umesh A., stepped into the witness box and got examined himself as P.W.1 and got marked 16 documents as Ex.P.1 to Ex.P.16. On the other hand the defendant remained Ex-parte. Hence, the matter has been set down for arguments.

5. Heard the arguments of learned counsel for the plaintiff bank and perused the materials available on record.

6. The points that would arise for final determination of this case are as follows:

POINTS

- 1. Whether the plaintiff bank proves that the defendant had availed loan of Rs.5,00,000/- from the bank agreeing to repay the loan amount with interest @ 10.20% p.a. and penal interest?*

2. Whether the plaintiff proves that the defendant has failed to repay the due amount of Rs.2,12,365.29/- inspite of repeated requests and demands made by the bank?

3. Whether the plaintiff bank is entitled for recovery of sum of Rs.2,12,365.29/- from the defendants with interest at the rate of 15.20% from the date of suit till date of realization?

4. What Order or Decree?

7. On appreciation of the evidence placed on record,

I answered the aforesaid points as follows:

Point No.1 : In the Affirmative;

Point No.2 : In the Affirmative;

Point No.3 : Partly in the Affirmative;

Point No.4 : As per the final order

for the following:

REASONS

POINT No.1 and 2:

8. These two points are interconnected with each other hence taken up together for common discussion in

order to avoid the repetition of facts and for better appreciation of evidence on record.

9. *It is the specific case of the plaintiff bank that the defendant being the borrower of sum Rs.5,00,000/- loan amount from the bank on 27.03.2017, subsequently remained defaulter in making repayment of the due amount of Rs.2,12,365.29/- as per the terms and conditions of loan agreement.*

10. *On the other hand, the defendant herein has not made any efforts to challenge the case of the plaintiff bank, if at all; the defendant has any defence in connection with the case of the plaintiff. It is general rule that deciding the case in the presence of both the parties is general. But, deciding the case in Ex-parte is an exception. As such, in this case, it is apt to carefully scrutinize the evidence placed on record by the sole plaintiff bank.*

11. *In the examination in chief led by the Manager of the Plaintiff Bank he has reiterated the plaint averments in connection with the loan transaction between the plaintiff*

bank and the defendant. In support of the case of the bank, as already discussed above, the P.W.1 has placed in all 16 documents for consideration, which were marked as Ex.P.1 to Ex.P.16 during the course of the chief examination of P.W.1.

12. *Among the documents placed by the plaintiff bank, the Ex.P.1 is the Credit Sanction Intimation dated 27.03.2017 which discloses that sum of Rs.5,00,000/- was lent as loan to the defendant to purchase the car, the Ex.P.2 is the Report of Advances, the Ex.P.3 is the Declaration, the Ex.P.4 is the Term Loan Agreement, Ex.P.5 is the Hypothecation Agreement, Ex.P.6 is the Loan application cum proposal for advances, the Ex.P.7 and 8 are the Acknowledgment of debt, the Ex.P.9 is notice dated 06.10.2022, Ex.P.10 is the postal receipt, the Ex.P.11 is notice dated 29.09.2023, the Ex.P.12 is notice dated 14.11.2024, the Ex.P.13 is notice dated 29.01.2025, the Ex.P.14 is the postal receipt, Ex.P.15 is the Unserved Postal Cover and the Ex.P.16 is the statement of accounts, which*

are in consonance with the case of the plaintiff bank. On going through the recitals of these 16 documents, it is clearly evident that the defendant has obtained loan from the plaintiff bank as claimed by the bank and subsequently failed to repay the suit claim as narrated in the plaint. The said documents remained unquestioned by the defendant.

13. On going through the Ex.P.1 to Ex.P.16 it clearly shows that the defendant had availed loan from the bank and subsequently remained defaulter in repaying the suit claim of Rs.2,12,365.29/- to the plaintiff Bank and all these contents forthcoming in the Ex.P.1 to Ex.P.16 have not been challenged by the defendant, if at all he has any defence in connection with this loan transaction.

14. As such on appreciation of the affidavit evidence and the documentary evidence placed by the plaintiff bank, it is crystal clear that the defendant had borrowed the loan from the plaintiff bank and the said loan transaction between the defendant and the plaintiff bank remained unquestioned and in connection with the due amount also

the Ex.P.1 to Ex.P.16 remained unchallenged. The silence and the failure on the part of the defendant to appear before the Court prima-facie evident that the defendant has accepted the assertions of the plaintiff's bank. As such, safely, adverse inference can be drawn against the defendant, by holding that the plaintiff bank has placed satisfactory and convincing evidence to prove the point No.1 and 2. Hence, I answered the point No.1 and point No.2 in the Affirmative.

POINT No.3:

15. In so far as entitlement of reliefs prayed for by the plaintiff bank is concerned, in the light of my detailed discussions on point No.1 and 2, I am of the view that the loan transaction between the plaintiff bank and the defendants and the due amount of Rs.2,12,365.29 /- to be payable by the defendant as per the assertions of the plaintiff bank remained unshaken. As such, plaintiff bank is entitled to recover the due amount as sought for.

16. *On the other hand, in connection with the future interest is concerned, the plaintiff bank, herein seeking 15.20% p.a. To this point, on going through the nature of the loan, as well as the facts and circumstances of the case, and also year of the institution of the case, along with the date of the loan transaction, and keeping in mind with respect to the present economic scenario, it is apt to grant the future interest at the rate of 6% p.a. from the date of suit till the realization of the decretal amount. **Accordingly, I answered the point No.3 partly in the Affirmative.***

POINT No.4

17. *In the light of my detailed discussions held above with respect to points No.1 to 3, I proceed to pass the following:*

ORDER

The suit filed by the plaintiff bank is hereby decreed with costs.

Consequently, the defendant is directed to pay a sum Rs.2,12,365.29/- with future interest at the rate of 6% p.a. from the date of

the suit till the realization of the decretal amount.

The defendant is further directed to pay the decretal amount with interest within 3 months from the date of this order.

Failing which, the plaintiff bank is at liberty to recover the decretal amount in accordance with law.

Draw decree accordingly.

(Dictated to the Stenographer partly, directly on the computer, partly typed by me directly on the computer, corrected by me and then pronounced in the Open Court on this the 2nd day of May, 2026).

(Sachin H.R.)
Prl.Civil Judge & J.M.F.C.,
T.Narasipura.

ANNEXURE

1. List of witnesses examined on behalf of Plaintiff:

P.W.1 : Umesh A.,

2. List of documents exhibited on behalf of Plaintiff:

Ex.P.1 : Credit Sanction Intimation
Ex.P.2 : Report of advances
Ex.P.3 : Declaration
Ex.P.4 : Term Loan Agreement
Ex.P.5 : Hypothecation Agreement
Ex.P.6 : Loan Application cum proposal

for advances
Ex.P.7 & 8 : *Acknowledgment of Debt*
Ex.P.9 : *Notice*
Ex.P.10 : *Postal receipt*
Ex.P.11 to 13 : *Notices*
Ex.P.14 : *Postal receipt*
Ex.P.15 : *Postal Cover*
Ex.P.16 : *Statement of Accounts*

3. List of witnesses examined on behalf of Defendant:

- NIL -

4. List of documents exhibited on behalf of Defendant:

- NIL -

(Sachin H.R.)
Prl. Civil Judge & J.M.F.C.,
T.Narasipura.

(Order is pronounced in the open court vide separate Judgment)

ORDER

The suit filed by the plaintiff bank is hereby decreed with costs.

Consequently, the defendant is directed to pay a sum Rs.2,12,365.29/- with future interest at the rate of 6% p.a. from the date of the suit till the realization of the decretal amount.

The defendant is further directed to pay the decretal amount with interest within 3 months from the date of this order.

Failing which, the plaintiff bank is at liberty to recover the decretal amount in accordance with law.

Draw decree accordingly.

**Prl. Civil Judge and J.M.F.C.,
T.Narasipura.**