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LATHA SHREE B V

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Date: 2026.06.02 17:53:44 +0530

Presented on : 07-08-2021
Registered on : 07-08-2021
Decided on : 04-04-2026
Duration : 4 years, 7 months, 28 days

IN THE COURT OF I ADDL., CIVIL JUDGE & J.M.F.C. COURT AT KANAKAPURA

Dated: This the 04th day of April 2026

<u>Present</u>

Smt. LATHASHREE B.V., B.A., LL.B.,
I Addl., Civil Judge & JMFC,
Kanakpaura.

<u>O.S No.231/2021</u>

Plaintiff	:	Canara Bank Kanakapura Branch, Kanakapura R/by its Manager. (By Sri. J.M., Advocate)

-Vs-

Defendants	1	Smt. Annapoornamma W/o late. Veerabhadraiah, Dead by Lrs.,
	2	Sri. Prathap.B.V S/o late. Veerabhadraiah, Aged about 32 years,

R/at Boodiguppe Village,
Kallahalli Post,
Kasaba Hobli,
Kanakapura Taluk.
(Placed: Exparte)

Date of Institution of suit	:	07.08.2021		
Nature of the suit	:	Money suit		
Date of Commencement of Evidence	:	08.01.2026		
Date of Judgment was Pronounced	:	04.04.2026		
Total duration	:	**Year/s**	**Month/s**	**Day/s**
		04	**07**	**28**

Sd/-
(Lathashree B.V.)
I Addl., Civil Judge and JMFC,
Kanakapura.

J U D G M E N T

This suit is for the relief of recovery of amount of Rs.1,24,564/- together with current interest on the same from the date of suit till realization of entire suit claim at 11.80% interest per annum compounded monthly and 2% penal interest and such other reliefs.

2. **<u>Brief facts of the plaintiff's case is as under:</u>**

It is the submission of the plaintiff Bank that, the said Banking Company is constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its head office in J.C Road, Bengaluru and one of its branch in Kanakapura and the matter is represented by its Manager accordingly.

It is further contended that, the defendant had approached the plaintiff bank for financial assistance for Canara Pension Loan and the defendant borrowed the loan of Rs.1,50,000/- on 10.08.2018 from the plaintiff bank under the loan account No.059460720845 agreeing to repay the same with interest at 11.80% per annum in monthly installments of Rs.5,086/- and accordingly executed the take delivery letter to DPN and pronote dated 10.08.2018 and defendant No.2 had executed authorization letter as co-obligant and guarantor for loan dated 24.07.2018.

It is further contended that, the plaintiff bank even after making available the loan repayment facility with easy installments, the defendants have failed to repay the loan amount which is outstanding of Rs.1,24,564/- with interest calculated upto 28.01.2021 and further interest. In this regard, the plaintiff bank has opened regular accounts on the loan transaction including the interest. Hence, the defendants are due for loan amount is outstanding of Rs.1,24,564/- and prays to decree the suit accordingly.

3. After service of summons, the defendants have not appeared before this court. Hence, they are placed exparte.

4. Heard arguments and perused the materials available on record.

5. Based on the pleadings this court has framed the following:

POINTS

1. Whether the plaintiff bank proves that the defendants are liable to pay the remaining loan amount of Rs.1,24,564/- along with the interest 11.80% per annum with 2% penal interest?
2. Whether plaintiff bank is entitled for reliefs as sought for?
3. What Order or Decree?

6. In order to prove the case, the Branch Manager of the plaintiff Bank got examined himself on oath as PW1 and lead his chief-examination in lieu of affidavit and got marked 6 documents as Ex.P.1 to Ex.P.6. On the other hand, this court has given sufficient time, but the defendants have not appeared before this court and did not file any written statement or documents, hence, they are placed exparte.

7. The findings to the above said points are as follows:

Point No.1: Partly affirmative;
Point No.2: Partly affirmative;
Point No.3: As per the final order for the following:

R E A S O N S

8. **Point No.1 and 2:** The facts and narration of the same is similar with respect to Point No.1 and 2, hence to avoid repetition of facts and discussion, they are taken up together for discussion.

9. It could be ascertained in the plaint that, the defendant No.1 and 2 are mother and son and they have obtained loan from the plaintiff bank wherein the defendant No.1 had filed the loan application and the defendant No.2 is the co-obligant and guarantor as per the agreement for the same dated 24.07.2018 and obtained loan of Rs.1,50,000/- on 10.08.2018 by agreeing to clear the same on monthly installment of Rs.5,086/- with interest on 11.80% per annum and penal interest of 2% and executed the necessary documents. Now it is the submission of the plaintiff bank that, the said defendants have not cleared the loan arrears even after facility for the same was made out with easy installments as agreed upon. Hence, they are due for the payment of the outstanding balance of Rs.1,24,564/- and are liable to pay the same. It

is also submitted that, the said loan was obtain by them for the financial assistance for Canara Pension Loan and even after legal notice been issued they have not turned up for compliance. Hence, the present suit is filed.

10. Now in order to substantiate the same, the PW.1 who is the authorized person from the plaintiff bank has led the chief-examination on oath in lieu of affidavit has reiterated the averments of the plaint. Further, Ex.p.1 to 6 are furnished which includes Ex.p.1 is the authorization letter for the said PW.1 to appear and prosecute the matter, Ex.p.2 is the applying the application for loan assistance dated 10.08.2018, Ex.p.3 is the sanction order dated 10.08.2018, Ex.p.4 is the pronote dated 10.08.2018, Ex.p.5 is the authorization letter from the guarantor and Ex.p.6 is the account ledger extract for the period from 01.01.2010 to 10.02.2021 and on perusal of the said documents, it goes to show regarding the loan been taken up in the name of the said defendants for the pension loan.

11. Now, on record the liability clearly reflects the name of the said defendants who have taken the loan of Rs.1,50,000/- and the documents at Ex.p.2 to Ex.p.5 reflects the transaction made therein for obtaining the loan by these defendants from the plaintiff bank and also regarding their joint liability to clear the loan as agreed upon. Further, Ex.p.6 shows the loan account statement pertaining to the said matter.

12. Here it is to be noted that, though the summons served on the defendants, they have not appeared before this court and not filed any written statement or documents on their behalf. The cumulative effect of the documents produced as per Ex.P.2 to Ex.P.5 is crystal clear that the defendants have borrowed loan from the plaintiff bank. Ex.P.6 is the statement of accounts which belongs to the said defendants and it carries statutory presumption under Sec.4 of Bankers Book Evidence Act. At this juncture, it is very useful to refer Sec.4 of Bankers Book Evidence Act, 1891, it reads as under:-

> ***"<u>Mode of proof of entries in banker's books</u>: - Subject to the provisions of this Act, a certified copy of any entry in a banker's book shall in all legal proceedings be received as prima-facie evidence of the existence of such entry, and shall be admitted as evidence of the matters, transactions and accounts therein recorded in every case where, and to the same extent as, the original entry itself is now by law admissible, but not further or otherwise"***

13. Similarly, it is also useful to refer a decision reported in **AIR 1994 Supreme Court 1644** in between State Bank of India V/S Gouramani Singh; it is held as under:-

> ***"Evidence Act (1/1872) Sections 34 and 115-Bank loan-Proof-Bank producing books of account-Entries therein corroborated by Branch Manager and other bank officials-Sufficient proof of loan transaction-More so, when loanee has admitted loan."***

14. So, on combined reading of Sec.4 of the Bankers Books Evidence Act and verdict of Hon'ble Supreme Court, it is clear enough that the entries in the certified copies of books of accounts are presumed to be maintained in the regular course of business of the banks and they shall be the prima-facie evidence of the matter. In the instant case also Ex.P.6 is the Account Extract of the

said defendants loan account. The uncontroverted testimony of PW-1 corroborates with the contents of Ex.P.2 to P.6 to the extent discussed above. So the cumulative effect of uncontroverted oral testimony of PW-1 and contents of documents produced as per Ex.P.2 to P.6 is clear that the defendants have availed loan from the plaintiff bank according to the terms and conditions of the agreement.

15. Further, the plaintiff bank has satisfactorily proved that the defendants have borrowed loan amount from the plaintiff bank and at present are due of Rs.1,24,564/- by agreeing to repay the same together with current and future interest at the rate of 11.80% p.a. In spite of sufficient time given to defendants to appear before the court, defendants have not appeared in order to contest the claim of plaintiff, nor to examine the PW-1 in order to substantiate their case. Further, the plaintiff Bank has claimed the interest at the rate of 11.80% p.a. along with 2% penal interest from the date of suit till realization of decreetal amount. The interest claimed by the

plaintiff Bank seems to be exorbitant. By considering the facts and circumstances of the case, this court is of the considered opinion that the plaintiff bank is entitled for the future interest at the rate of 6% p.a. from the date of suit till the realization of decreetal amount. ***Hence, this court answered Point No.1 and 2 Partly in the Affirmative.***

16. Point No.3: In view of above discussions and findings on Point No.1 and 2, it is made clear that, the suit of the plaintiff bank is considered as per the observation made above. Accordingly, this court proceed to pass the following;

O R D E R

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

In the result, the defendants are directed to pay the remaining loan amount of Rs.1,24,564/- together with current and future interest at the rate of 6% p.a. from the date of suit till the realization of decreetal amount.

Failing to which, the plaintiff Bank is at liberty to initiate execution proceedings as per the required procedure of law.

Draw decree accordingly.

(Dictated to the stenographer directly on computer, corrected by me and then pronounced in the open court on this 04th day of April 2026)

Sd/-
(Lathashree B.V.)
I Addl., Civil Judge and JMFC,
Kanakapura.

A N N E X U R E

List of witnesses examined on behalf of plaintiff:

PW-1 : Sri. B.Shekar.

List of documents exhibited on behalf of plaintiff:

Ex.p.1	:	Authorization letter dated 29.06.2023;
Ex.p.2	:	Loan application dated 10.08.2018;
Ex.p.3	:	Sanction order dated 10.08.2018;
Ex.p.4	:	Pronote dated 10.08.2018;
Ex.p.5	:	Authorization letter from the guarantor;
Ex.p.6	:	Account ledger extract.

List of witnesses examined on behalf of defendants:

----NIL-----

List of document exhibited on behalf of defendants:

-----NIL-----

Sd/-
(Lathashree B.V.)
I Addl., Civil Judge and JMFC,
Kanakapura.