IN THE COURT OF THE V SENIOR CIVIL JUDGE, CITY CIVIL COURT
AT HYDERABAD

MONDAY, THE TWENTIETH DAY OF JULY
TWO THOUSAND AND TWENTY SIX

PRESENT
SRI BATTULA RAMA RAO
V Senior Civil Judge, City Civil Court,
Hyderabad

O.S.No. 309 OF 2026

BETWEEN:

State Bank of India, Vidyanagar Branch, H.No.1-9-670/39, Dr K L Rao Residency, Adikmet Road, Vidyanagar, Hyderabad, Telangana, rep. By its Branch Manager.

...PLAINTIFF

AND

Mandlem Shanker Reddy S/o. M. Dharma Reddy, aged 41 years, Occu: Private Employee, R/o. Plot No.80, H.No.23-104/G1, G2, Sri Laxmi Venkateshwara Nilyam, Ashok Nagar, Ramachandrapuram, Hyderabad, Telangana.

...DEFENDANT

This suit is coming on 01.07.2026 before me for hearing in the presence of **Sri Ajgal Ravi Babu**, counsel for the plaintiff and that the defendant remained *ex parte*; upon hearing arguments, upon considering the material available on record and the matter having stood over for consideration, till this day, the Court deliver the following:-

:: JUDGMENT ::

1. This suit has been maintained by the plaintiff-bank against the defendant for recovery of Rs.12,79,482/- with interest and costs.

2. Brief averments of plaint are that, the defendant, who is Government servant, approached the plaintiff bank and requested to grant personal loan of Rs.15,00,000/-. Considering the request of the defendant, the plaintiff bank sanctioned Xpress credit loan of Rs.15,00,000/- on 11.09.2023 vide loan A/c. No.42257472571 with due intimation to the employer of defendant by its arrangement letter, dated 11.09.2023. The defendant had executed personnel loan agreement on 11.09.2023 in favour of the plaintiff bank, accepting the terms and conditions of the sanction and further agreed to repay the loan amount with interest @ 11.80% per annum, in (72) equated monthly installments @ Rs.29,170/-.

3. It is further averred that the defendant availed the loan facility and later he committed breach of terms and conditions of the loan agreement. The defendant failed to maintain the necessary funds in the loan account. The plaintiff bank made several demands to the defendant for repayment of loan amount. The account of the defendant has been classified as Non-Performing Asset on 09.11.2025. The plaintiff bank got issued legal notice on 18.11.2025, demanding the defendant to repay the balance loan amount with interest. But the defendant did not choose to make any amount.

The defendant is due an amount of Rs.12,79,482/- as on 28.01.2026. Hence the suit.

4. After registering the suit, summons was issued to the defendant. After receiving the summons, the defendant failed to appear before the Court without any representation. Hence he was set *ex parte* on 11.06.2026.

5. During trial, the plaintiff bank got examined its Branch Manager, namely Vislavath Kiran Kumar as PW-1 and marked Exs.A-1 to A-7.

6. Heard the learned counsel appearing for the plaintiff.

7. Perused the material available on record.

8. Now the point for my determination is "**whether the plaintiff bank is entitled to recover the suit amount from the defendant as prayed for" ?**

P O I N T:

9. To substantiate its claim, the plaintiff-bank got examined its Branch Manager as PW-1 and he filed chief examination affidavit in lieu of examination-in-chief, which is nothing but replica of plaint

pleadings. PW-1 testified that the defendant obtained Xpress credit loan of Rs.15,00,000/- on 11.09.2023 and executed all the necessary documents in favour of plaintiff bank, agreeing to repay the same with interest @ 11.80% per annum in (72) equated monthly installments @ Rs.29,170/- per month. It is further evidence of PW-1 that the defendant is irregular in paying the installments and failed to repay the outstanding amount in spite of oral and written demands made by the plaintiff bank. The evidence of PW-1 remains unchallenged.

10. To support the ocular evidence of PW-1, Exs.A-1 to A-7 have been exhibited. Ex.A-1 is loan application submitted by defendant; Ex.A-2 is loan arrangement letter; Ex.A-3 is personal loan agreement; Ex.A-4 is office copy of legal notice; Ex.A-5 is postal receipt; Ex.A-6 postal acknowledgment card and Ex.A-7 is statement of account.

11. A perusal of Exs.A-1 to A-7, it clearly establishes that the defendant obtained personal loan of Rs.15,00,000/- from the plaintiff bank and later he committed default. The unrebutted evidence of PW-1 coupled with Exs.A-1 to A-7 is consistent, cogent and

trustworthy and hence, the plaintiff bank has proved the suit claim. The point is answered accordingly.

12. IN THE RESULT, the suit of the plaintiff is decreed with costs directing the defendant to pay an amount Rs.12,79,482/- (Rupees Twelve Lakhs Seventy Nine Thousand Four Hundred and Eighty Two Only) and subsequent interest at the rate of 11.80% per annum from the date of filing of the suit till the date of decree and thereafter, at the rate of 6% per annum till realization on Rs.11,97,601/-.

Typed to my dictation, corrected and pronounced by me in the open Court on this the 20th day of July, 2026.

BATHULA RAMARAO
Digitally signed by BATHULA RAMARAO
Date: 2026.07.20 10:58:04 +0530

V Senior Civil Judge,
City Civil Court, Hyderabad

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

On behalf of Plaintiff		On behalf of Defendant
PW-1	Vislavath Kiran Kumar	:: NONE ::

DOCUMENTS MARKED FOR PLAINTIFF

Sl.No.	Date of Document	Description of Document
Ex.A-1	11.09.2023	Express Credit Loan Application Form.
Ex.A-2	11.09.2023	Arrangement letter.

Ex.A-3	11.09.2023	Personal loan agreement.
Ex.A-4	18.11.2025	Office copy of legal notice.
Ex.A-5	19.11.2025	Postal receipt.
Ex.A-6		Postal acknowledgment card.
Ex.A-7	03.02.2026	Statement of account.

DOCUMENTS MARKED FOR DEFENDANT

:: NIL ::

BATHULA RAMARAO

Digitally signed by BATHULA RAMARAO
Date: 2026.07.20 10:57:51 +0530

V Senior Civil Judge,
City Civil Court, Hyderabad.