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**IN THE COURT OF THE PRL. SENIOR CIVIL
JUDGE AND J.M.F.C., AT SAGAR.**

Dated This the 25th Day of June 2026

PRESENT:

SRI. RAGHAVENDRA SHETTIGAR,
B.A., LL.M.,

Prl. Senior Civil Judge & J.M.F.C.,
Sagar.

S.C.No.5/2026

PLAINTIFF

: Bank of Baroda
Represented by GPA Holder and
Branch Manager Sri. Sanjeev
Kumar Jha S/o Vidyadhar Jha,
aged about 53 years, Bank of
Baroda, Ashoka Road, Sagar, R/s
Sagar.

(By Sri. M.J., Advocate)

//Versus//

DEFENDANT

: Syed Saleem,
S/o Nurulla
Aged about 37 years,
Tiptop Mansion, Sagar,
Shivamogga-577401

(Exparte)

Date of institution of the suit	08.01.2026
Nature of the suit	Recovery of money
Date of the commencement of Recording of the evidence:	17.06.2026
Date on which the Judgment was Pronounced:	25.06.2026
Total duration:	Year/s Months Day/s
	0 5 17

(Raghavendra Shettigar)
Prl. Senior Civil Judge & J.M.F.C.,
Sagar.

::J U D G M E N T::

This suit is filed by the plaintiff against the defendant for recovery of a sum of Rs.90,984.11/- together with interest and cost.

2. The factual matrix of plaintiff's case is as under:

The plaintiff is a banking company constituted under the Banking Companies (Acquisition and transfer of Undertaking) Act 1970. The defendant approached the plaintiff bank for financial accommodation that is personal digital loan and on the request of defendant, on 23.03.2023 the plaintiff bank had sanctioned the loan facility of Rs.1,27,603/- under digital personal Loan facilities. The defendant while availing the financial accommodation has executed relevant documents. The defendant has agreed to repay the said loan amount with equated monthly installment and also agreed to pay the interest @ 16.84% p.a. and also agreed for penal interest in case of default. The defendant has failed to repay the loan amount as agreed in-spite of regular request and notice. The plaintiff has personally approached for the defendant for repayment of due amount, but the

defendant has not paid due amount. Hence prayed to decree the suit.

3. Despite service of summons, the defendant has not appeared before the Court, remained absent and placed *exparte*.

4. In support of its case, the plaintiff bank examined its Branch Manager as PW-1 and got marked five documents as Ex.P.1 to Ex.P.5.

5. Heard arguments. Perused the materials available on record.

6. The points arise for my determination are as under:

POINTS

1) Whether the plaintiff is entitled for the suit claim amount of Rs.90,984/- from the defendant along with interest and costs ?

2) What order or decree?

7. My answers to the above points are as follows:

Point No.1 : In the Affirmative

**Point No.2 : As per final order,
for the following:**

REASONS

8. **POINT NO.1:**

It is the case of the plaintiff that, the defendant has approached to the plaintiff bank and for financial accommodation and on the request of defendant, the plaintiff bank sanctioned Rs.1,27,603/- and the defendant had agreed to repay the loan amount in equated monthly installments and executed necessary documents in favour of the plaintiff bank. Further, the defendant has failed to repay the loan amount as agreed in-spite of regular request and despite issuance of notice, the defendant has not paid the due amount.

9. In support of its pleadings, the Branch Manager of the plaintiff bank has been examined himself as PW-1. In his affidavit he reiterated and reaffirmed the contention taken in the plaint. In support of his oral

evidence he got marked the documents at Ex.P1 to Ex.P.5.

10. The Ex.P.1 is the Key facts statement, Ex.P.2 is the Sanction letter, Ex.P.3 is the Loan agreement, Ex.P.4 is the Application for Digital Personal Loan, Ex.P.5 is the Statement of Record.

11. To prove the availment of loan and execution of documents by the defendant, the plaintiff has produced documents as per Ex.P.1 to Ex.P.5. On perusal of these documents, it is clear that, the plaintiff bank has sanctioned loan amount of Rs.1,27,603/- and the defendant has executed the loan documents and failed to repay the loan amount as agreed.

12. In the instant case, the defendant has not appeared before the Court and has not contested the case of the plaintiff. The oral and documentary evidence of the plaintiff are remained unchallenged

and unrebutted. Hence, the case of the plaintiff has to be accepted. Therefore, this Court is of the opinion that, the plaintiff is entitled for recovery of claim amount along with interest as sought for. Hence, **I answer the point No.1 in the affirmative.**

13. **POINT NO.2:**

In view of the above reasons and discussions on Point No.1, I proceed to the pass the following:

ORDER

The suit of the plaintiff is hereby decreed with cost.

The defendant is hereby directed to pay an amount of Rs.90,984/- along with interest at the rate of 6% p.a. from the date of suit till its realization to the plaintiff within two months from the date of this order.

Draw decree accordingly.

(Dictated to the stenographer directly on computer, typed by her and corrected by me and then pronounced in the open court on this the 25th day of June 2026).

(Raghavendra Shettigar)
Prl. Senior Civil Judge & J.M.F.C.,
Sagar.

::A N N E X U R E::**LIST OF WITNESSES EXAMINED FOR PLAINTIFF:**

P.W.1 : Sanjeev Kumar Jha

LIST OF DOCUMENTS EXHIBITED FOR PLAINTIFF:

Ex.P.1 : Key facts statement

Ex.P.2 : Sanction letter

Ex.P.3 : Loan Agreement

Ex.P.4 : Application for Digital personal Loan

Ex.P.5 : Statement of record

LIST OF WITNESSES & DOCUMENTS FOR DEFENDANT :

- - NIL - -

(Raghavendra Shettigar)
Prl. Senior Civil Judge & J.M.F.C.,
Sagar.