

KASM610000442026



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

Dated This the 29th Day of June 2026

PRESENT:

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

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

S.C.No.1/2026

PLAINTIFF : Karnataka Grameena Bank
Represented by its manager of
Sirivnate Branch.

(By Sri. K.S.A.R., Advocate)

//Versus//

DEFENDANT : Devaraj. R,
S/o Ramappa
Aged about 56 years
R/o Padavagodu Village,
Kanle Post, Sagat Taluk,
Shivamogga District.

(Exparte)

Date of institution of the suit 06.01.2026

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: 29.06.2026

Total duration:	Year/s	Months	Day/s
	00	05	23

(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 bank for recovery of a sum of Rs.74,298/- together with current and future interest and costs from the defendant.

The case of the plaintiff, in brief, is as follows:

2. The plaintiff is a body corporate constituted under the provisions of the Regional Rural Banks Act, 1976. It is pleaded that the defendant approached the plaintiff bank seeking financial assistance. Considering the request made by the defendant, the plaintiff sanctioned a loan of Rs.50,000/- on 05.06.2017. After sanction of the loan, the defendant executed the

necessary loan documents in favour of the plaintiff and agreed to repay the loan in equated monthly installments together with contractual interest at 11.25% per annum, with liability to pay penal interest in case of default. It is further pleaded that, despite repeated requests and issuance of legal notices, the defendant committed default in repayment of the loan. Hence, the present suit.

3. Despite service of summons, the defendant failed to appear before the Court and did not file any written statement. Accordingly, the defendant was placed ex-parte.

4. In order to establish its claim, the plaintiff examined its Branch Manager as PW-1. PW-1 filed his affidavit in lieu of examination-in-chief reiterating the plaint averments. The plaintiff has produced and marked the documents as Ex.P1 to P16. Thereafter, the plaintiff closed its evidence.

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

6. The following points arise for consideration:

1. Whether the plaintiff proves that the defendant is liable to pay a

sum of Rs.74,298/- together with interest and costs?

2. Whether the plaintiff is entitled to the reliefs sought?

3. What Order?

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

Point No.1 In the Affirmative

Point No.2 In the Affirmative

Point No.3 As per final order

for the following:

REASONS

Point Nos.1 and 2:

8. Since Point Nos.1 and 2 are interconnected and taken up together for discussion in order to avoid for repetition.

9. PW-1 has deposed that the defendant approached the plaintiff bank for financial assistance and that the plaintiff sanctioned a loan of Rs.50,000/-. According to PW-1, the defendant executed all the necessary loan

documents and undertook to repay the loan with agreed interest.

10. To substantiate the said transaction, the plaintiff has produced the loan application, sanction letter, promissory note, joint liability agreement, revival letters, legal notices and statement of account.

11. A careful scrutiny of Ex.P1 to Ex.P16 clearly establishes that the loan transaction had taken place and that the defendant had executed the relevant documents acknowledging his liability.

12. The statement of account at Ex.P16, maintained in the ordinary course of banking business, discloses the outstanding balance due from the defendant. There is nothing on record to doubt its correctness.

13. The defendant, though served with summons, has neither appeared before the Court nor challenged the documentary evidence produced by the plaintiff. Consequently, the evidence of PW-1 has remained unchallenged and unrebutted.

14. However, merely because the defendant has remained absent, the Court cannot automatically decree the suit. Even in an ex-parte proceeding, the Court is under a legal obligation to examine whether

the plaintiff has established its claim through acceptable evidence.

15. The Hon'ble Supreme Court has repeatedly held that an ex-parte decree cannot be passed mechanically merely on account of the absence of the defendant. The Court must scrutinize the pleadings and evidence and satisfy itself that the plaintiff has proved the case on the standard of preponderance of probabilities.

16. In the present case, this Court has independently scrutinized the oral testimony of PW-1 and the documentary evidence produced at Ex.P1 to Ex.P16.

17. The documents clearly establish sanction of loan, execution of loan documents by the defendant, acknowledgment of liability by execution of revival letters, persistent default in repayment, issuance of demand notices and the outstanding balance reflected in the statement of account.

18. The defendant has not placed any material to dispute the loan transaction or the amount due. Accordingly, this Court is satisfied that the plaintiff has successfully proved its claim by reliable oral and documentary evidence.

19. Regarding interest, though the plaintiff has claimed contractual interest, this Court is of the opinion that awarding future interest at 6% p.a from the date of the suit till realization would meet the ends of justice. Hence, Point Nos.1 and 2 are answered **in the Affirmative.**

20. POINT NO.3:

In view of the above reasons and discussions on Point No.1 and 2, I proceed to the pass the following:

ORDER

The suit of the plaintiff is hereby decreed with costs.

The defendant shall pay to the plaintiff a sum of Rs.74,298/- (Rupees Seventy Four Thousand Two Hundred Ninety Eight only).

The defendant shall further pay interest at the rate of 6% p.a on the decretal amount from the date of the suit till realization.

The defendant shall satisfy the decree within two months from the date of this judgment.

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 29th 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 : Sri. P. Harikrishna

LIST OF DOCUMENTS EXHIBITED FOR PLAINTIFF:

Ex.P.1 : Loan Application
Ex.P.2 : Loan sanction conveying letter
Ex.P.3 : Letter of request for O. D facility
Ex.P.4 : Joint liability group agreement
Ex.P.5 : Pro-note
Ex.P.6 : Joint liability agreement
Ex.P.7 to 9 : Letters of Revival

Ex.P.10 to 13 : Copies of notice
Ex.P.14 &15 : Postal receipts
Ex.P.16 : Bank Statement

LIST OF WITNESSES & DOCUMENTS FOR DEFENDANT :

- NIL -

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