KATK200005042025

IN THE COURT OF THE SENIOR CIVIL JUDGE AND J.M.F.C., AT CHIKKANAYAKANAHALLI.

Present:- Sri. SATISH S.T., B.Com., LL.B.,
Senior Civil Judge and J.M.F.C.,
Chikkanayakanahalli.

Dated :- This the 30th day of July, 2026

OS.No.56/2025

PLAINTIFF :-

Bank of Baroda,
(a body corporate constituted under the banking companies(Acquisition and transfer of undertakings) Act, 1970
having its Head Office at Baroda Bhavana,
RC Dutta Road, Alkapuri, Baroda-390007,
having its branch at C.N.halli, C.N.Halli Taluk,
Tumkur District. R/b by its Manager
Arun Kumar C. S/o Channabasappa K.R.,
Aged about 38 years.

(By Sri.CNK., Advocate)

// Versus //

DEFENDANTS :-

1. Monisa Banu W/o Basha Sab.,
   Aged about 25 years,
2. Pharida Banu W/o Anwar Sab.,
   Aged about 49 years,
3. Rubiya Banu W/o Sadiq Pasha.,
   Aged about 28 years,
4. Shabina Bi W/o Najurulla Beg.,
   Aged about 50 years,
5. Jameela Bi W/o Shaik Nazar Sab.,
   Aged about 54 years,

6. Mubeena Banu D/o Sikandar Pasha.,
   Aged about 23 years,
7. Shakila Banu @ Shakila Bi.,.
   W/o Basha Sab.,
   Aged about 54 years,
8. Shayinabi W/o Najurulla.,
   Aged about 54 years,
9. Tahaseena Banu D/o Basha Sab.,
   Aged about 22 years,
10. Nazima W/o K.Gouspeer.,
    Aged about 37 years,
    All are R/o K.C.Palya village,
    Huliyar Hobli, C.N.Halli Taluk,
    Tumkur District.

(Placed Exparte)

<table>
<tr><td>Date of institution of suit</td><td colspan="3">22.03.2025</td></tr>
<tr><td>Nature of the suit</td><td colspan="3">Money Suit</td></tr>
<tr><td>Date of the commencement of recording of the evidence</td><td colspan="3">21.07.2026</td></tr>
<tr><td>Date on which the judgment was Pronounced</td><td colspan="3">30.07.2026</td></tr>
<tr><td rowspan="2">Total Duration</td><td>Years</td><td>Months</td><td>Days</td></tr>
<tr><td>01</td><td>04</td><td>08</td></tr>
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Senior Civil Judge and J.M.F.C.,
C.N Halli.

JUDGMENT

The plaintiff bank has filed this suit against the defendants praying for for recovery of sum of Rs.7,10,613/-

with current interest at the rate of 12.45% per annum from the date of suit, till the realization of entire suit claim and such other reliefs that the Court deems fit to grant to the plaintiff.

<u>The case of the plaintiff's are as follows</u> :-

2. That the plaintiff is a body corporate and can sue in its own name. The suit is verified by the Manager of the plaintiff Bank, who is having necessary authority under State Banks Regulation together with Gazette Notification.

3. That the defendants are the members of HKGN Mahila Swasahaya Sangha, K.S.Palya village, Huliyar Hobli, C.N.Halli Taluk and the defendant No.1 and 2 are the representatives of the said group. The the defendants No 1 and 2 have approached the plaintiff Bank seeking financial assistance of loan a sum of Rs. 10,00,000/- by submitting an application dated 29.09.2023 for internal disbursement among the members of HKGN Mahila Swasahaya Sangha for the purpose of purchase of agricultural and allied activities. The plaintiff bank has intimated the terms and conditions of the dairy loan to the defendants and had sanctioned the loan of Rs.10,00,000/- to the defendants on 29.09.2023. The defendants by accepting the terms and conditions have borrowed loan of Rs. 10,00,000/- from the plaintiff Bank on

29.09.2023 agreeing to repay the said loan amount in 36 months installments with interest thereon at the rate of 10.45% per annum compounded monthly under loan account No. 67410600005973. The defendants have also agreed to pay the penal interest at Rs.2% pa in case of default in repayment of loan amount. The defendant No 3 to 10 have authorized the defendant No.1 and 2 who are the representative of the said self help group to borrow loan from the plaintiff Bank. The defendants who are the members of self help group have executed documents in favour of the plaintiff bank agreeing the terms and conditions of the plaintiff bank. That the defendant No.1 and 2 have signed the sanction memorandum dated 29.09.2023 by agreeing the terms and conditions of the loan. The defendant No.1 and 2 have executed articles of agreement for financing self-help groups dated 29.09.2023 by agreeing to repay the loan, as per the terms and conditions of the plaintiff Bank. The defendants have executed Inter se agreement as members of the self help groups dated 29.09.2023 in favour of the plaintiff bank agreed to pay the principal loan amount with accrued interest. The defendants No.1 and 2 being the representatives of the self help group have executed the documents by extending their liability to repay the loan in favor of the plaintiff Bank. The defendants have agreed to pay the varied rate of interest as per the guidelines issued by the RBI from time to time. The rate of interest for the subject loans has been finally varied to Rs.10.45% pa., as per guidelines issued by the RBI from time to time. The defendants are liable to repay the loan amount on the varied rate of interest along with penal interest at Rs.2% p.a. as per agreed terms and conditions.

4. Now the defendants are due to plaintiff bank a sum of Rs.7,10,613/- as detailed hereunder:

1.	Amount due as per Statement of Account inclusive of interest debited up to 13-05-2025	Rs.6,94,445/-
2.	Further Interest from 29.12.2024 to 04-03-2025 at the rate of 12.45% p a	Rs.15,168/-
2.	Xerox, typing charges & other charges	Rs.1,000/-
	Total	Rs.7,10,613/-

5. That plaintiff bank has demanded to repay the loan amount with interest. The Plaintiff bank has also issued legal notice through its counsel by RPAD to self help group defendants on 14.09.2024 calling them to make payment of loan amount with interest. The legal notice has been personally served to defendant No 1to 4 and 6 to 10 and the defendant No 5 has evaded to receive the notice, which did

not yield any fruits. Inspite of repeated demands, requests and issue of legal Notice, the defendants have failed to discharge the above outstanding loan amount due to the plaintiff bank and thereby committed breach of terms and conditions. The cause of action for this suit aroused on 29.09.2023, when the loan has been borrowed and the documents have been executed by defendants and subsequently when the plaintiff bank issued notice dated 14.09.2024 calling them to repay the loan amount with interest within the jurisdiction of this Court. The value of the suit for the purpose of Court fee and Jurisdiction is Rs.7,10,613/- and Court fee of Rs.46,012/- is paid on the plaint as per amended court fee Act.

6. After receiving summons defendants did not appeared, hence they placed exparte and case was posted for plaintiff evidence.

7. In order to prove the case of the plaintiff, the plaintiff Bank Manager has been examined as PW1 and got marked 20 documents as Ex.P1 to Ex.P20 and closed his side.

8. Heard arguments.

9. Perused the plaint, deposition and documents produced by the plaintiff.

10. To decide this case following points arise for my consideration;

POINTS

1. Whether plaintiff proves that, on 29.09.2023 defendants have borrowed Rs.10,00,000/- for internal disbursement among the members of HKGN Mahila Swasahaya Sangha agreeing to repay with interest at the rate of 10.45% PA., and executed necessary documents for obtaining loan amount ?
2. Whether plaintiff proves that in-spite of several requests and documents made by plaintiff bank defendants have not paid loan amount ?
3. Whether plaintiff entitle recovery of money of Rs.7,10,613/- with interest at the rate of 12.45% PA ?
4. What decree and decree?

11. My answer to above points are as under;

Point No.1	**:**	**In the Affirmative**
Point No.2	**:**	**In the Affirmative**
Point No.3	**:**	**In the Affirmative**
Point No.4	**:**	**As per final order, for the following;**

R E A S O N S

12. **Point No.1 to 3:-** All these points are interlinked with each other, hence to avoid the repetition of facts, I took all these points together for common discussion and appreciation of evidence.

In order to prove the case of the plaintiff, the plaintiff Bank Manager has been examined as PW-1. In his examination-in-chief he deposed reiterating the plaint averments and produced Ex.P1 loan application dated 04.01.2021, Ex.P2 is the application for credit linkage, Ex.P3 is the resolution, Ex.P4 is the details of members, Ex.P5 is the sanction letter, Ex.P6 is the articles of agreement, Ex.P7 is the promissory note, Ex.P8 is the inter-se agreement, Ex.P9 is the legal notice, Ex.P10 to Ex.P18 are the postal acknowledgments, Ex.P19 is the RPAD cover, Ex.P19(a) is the copy of legal notice and Ex.P20 is the bank statement. On perusal of these documents it goes to shows that, on 29.09.2023 defendants have borrowed Rs.10,00,000/- for internal disbursement among the members of HKGN Mahila Swasahaya Sangha agreeing to repay with interest at the rate of 10.45% PA., by executed necessary documents with respect of loan. The defendants have not paid loan amount in-spite of several request and demand made by the plaintiff bank. These substantial documentary and oral evidence of plaintiff has not been challenged by the defendants as they have not appeared and resisted claim made by the plaintiff bank. It is settled principal of law that unless and until substantial evidence is challenged by the other side it cannot be doubted. From these documentary evidence, the plaintiff has proved that, on 29.09.2023 defendants have borrowed Rs.10,00,000/- for internal disbursement among the members of HKGN Mahila Swasahaya Sangha agreeing to repay with interest at the rate of 10.45% PA., and they have not paid loan amount. As per Ex.P20 is the copy of bank statement, the defendants are due Rs.7,10,613/- as on the date of filing of suit. The plaintiff bank has charged interest of Rs.15,168/- from 29.12.2024 to 04.03.2025 and also charged Rs.1,000/- for computer and other incidental charges which is just and reasonable. From this documentary and oral evidence, plaintiff has proved point No.1 to 3. **Hence, I have answered Point No.1 to 3 in the Affirmative**.

13. **Point No.4 :-** In view of various reasons and discussions made on point No.1 to 3, I proceed to pass the following;

O R D E R

Suit of the plaintiff is hereby decreed with cost.

The judgment and decreed passed against defendants for Rs.7,10,613/-with interest at the rate of 12.45% PA., from the date of suit till realization of loan amount.

All the defendants are jointly and severally liable to pay decree amount within two months from the date of this order.

Draw decree accordingly.

(Dictated to the Stenographer, typed by him and corrected by me, signed and then pronounced by me in the Open Court on this the 30th day of July, 2026).

(SATISH S.T.)
Senior Civil Judge & J.M.F.C.,
Chikkanayakanahalli.

ANNEXURE

1. **List of witnesses examined for the plaintiff :-**

PW.1	Arun Kumar C.

2. **List of documents exhibited for the plaintiff :-**

Ex.P1	Loan application dated 29.09.2023
Ex.P2	Application for credit linkage
Ex.P3	Resolution
Ex.P4	Details of members
Ex.P5	Sanction letter
Ex.P6	Articles of agreement
Ex.P7	Promissory note
Ex.P8	Inter se agreement
Ex.P9	Legal notice
Ex.P10 to 18	Postal acknowledgments
Ex.P19	RPAD covers

Ex.P19(a)	Copy of legal notice
Ex.P20	Bank statement

3. List of witnesses examined for the defendants :-

N I L

4. List of documents exhibited for the defendants :-

N I L

Senior Civil Judge & J.M.F.C.,
Chikkanayakanahalli.