KATK200006772025

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 27th day of June, 2026

OS.No.103/2025

PLAINTIFF :-

Canara Bank, A body corporate
and constituted under banking
companies (Acquisition and
transfer of under taking) Act-V
of 1970 with its Head office at No.112,
JC Road, Bengaluru and having
its branch at Huliyar.,
R/b., its acting Manager,

(By Sri.NS., Advocate)

// Versus //

DEFENDANTS :-

1.R.Ramesh S/o K.T.Ramachandraiah.,
Aged about 62 years,
2.Janakamma D/o K.T.Ramachandraiah.,
Aged about 58 years,
3.Shivaganga K.K W/o R.Umesh.,
Aged about 54 years,
4.Usha. D/o Shivaganga K.K.,
Aged about 37 years,

5.Ashwini D/o Shivaganga K.K.,
Aged about 35 years,
All are R/o Kamalapura village,
Handanakere Hobli, C.N.Halli
Taluk, Tumkur District.
(Placed Exparte)

<table>
<tr><td>Date of institution of suit</td><td colspan="3">04.06.2025</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">10.06.2026</td></tr>
<tr><td>Date on which the judgment was Pronounced</td><td colspan="3">27.06.2026</td></tr>
<tr><td rowspan="2">Total Duration</td><td>Years</td><td>Months</td><td>Days</td></tr>
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Senior Civil Judge and J.M.F.C.,
C.N Halli.

J U D G M E N T

The plaintiff bank has filed this suit against the defendants praying for for recovery of sum of Rs.13,77,400/- with current interest at the rate of 13.80% per annum compounded monthly from the date of suit, till the realization of entire suit claim and that a time be fixed in the decree for the payment of the amount due and in default of payment within the stipulated time, allowed for final decree be pleased to passed directing for sale of the mortgaged suit schedule immovable property and the proceeds of the sale of the suit property applied in discharge of the amount due. Further in case the proceeds of sale is found insufficient to satisfy the amount due to the plaintiff bank, then the liberty be reserved to the plaintiff bank to apply for recovery of the balance due amount against the defendants personally under order 34 Rule 6 of CPC. For awarding costs and such other reliefs that the Court deems fit to grant to the plaintiff.

SCHEDULE

1. Land bearing Sy.No.140 measuring 05 acres situated at Kamalapura village, Handanakere Hobli, C.N.Halli Taluk, Tumkur District.

2. Land bearing Sy.No.116/8 measuring 04 acres 14 guntas situated at Kamalapura village, Handanakere Hobli, C.N.Halli Taluk, Tumkur District.

3. Land bearing Sy.No.28/6 measuring 04 acres 14 guntas situated at Kamalapura village, Handanakere Hobli, C.N.Halli Taluk, Tumkur District.

(From hereafter called as suit schedule properties)

The case of the plaintiff's are as follows :-

2. That the father of the defendants No.1 and 2 and the father-in-law of the defendant No.3, the grand-father of the defendants No.4 and 5 namely K.T.Ramachandraiah being the Kartha of the family, has approached the plaintiff Bank seeking financial assistance of

Rs.1,00,000/- by filing loan application dated 08.06.2002 for the development of the suit schedule properties. The plaintiff bank Officials have intimated the terms and conditions of the loan to the said K.T.Ramachandraiah and have sanctioned the loan of Rs.1,00,000/- The said loan account bears the A/c.No.0533840001265. The defendants have borrowed the said loan amount of Rs.1,00,000/- on 08.06.2002 agreeing to repay the same with interest at the rate of 13.75% per annum. The said K.T.Ramachandraiah has also agreed to pay the over due interest at the rate of Rs.2% per annum in case of default in repaying the loan amount as per the agreed terms and conditions of the plaintiff bank. The borrower said K.T.Ramachandraiah has signed the sanction memorandum by agreeing the terms and conditions of the loan. The said K.T.Ramachandraiah has executed agreement and dee of hypothecation for Kisan Credit Card dated 08.06.2002. The said K.T.Ramachandraiah has executed application cum appraisal form for Kisan Credit Card Scheme (KCCS) dated 08.06.2002. The said K.T.Ramachandraiah for the security of the said loan has executed the memorandum of deposit of title deed dated 08.06.2002 in favor of the plaintiff by depositing the title deeds of the suit schedule properties in the plaintiff bank. The said K.T.Ramachandraiah has executed the revival letters dated 10.03.2005, dated 24.08.2007 and 28.08.2010 in favor of the plaintiff bank by extending his liability in favor of the plaintiff bank. The said K.T.Ramachandraiah died on 04.10.2011 and his son Umesh R., died on 25.01.2015. After the death of K.T.Ramachandaiah and his son R.Ramesh being the Kartha of the family and being the legal heir of the said K.T.Ramachandraiah has executed the revival letters 02.07.2023, 02.07.2016, 30.08.2018, 16.06.2021 and 10.05.2024 by extending their liability in favor of the plaintiff Bank and by agreeing to repay the said loan amount as per the agreed terms and conditions of the Bank. The defendants being the legal heirs of K.T.Ramachandraiah are enjoying the movable and immovable assets of him are liable to repay the said loan amount with up to date interest and also liable to pay the varied rate of interest as per the guide lines issued by the RBI from time to time.

3. The defendant is due to a sum of Rs.13,77,400/-as detailed here under;

1	Amount due as per Statement of	Rs.13,00,615/-

.	Account inclusive of interest debited up to 30.09.2024	
2	Un applied interest from 01.10.2024 to 31.03.2025 at the rate of 13.80% PA	Rs.79,785/-
3	Xerox, typing charges & Notice charges	Rs.2,000/-
	Total	Rs.13,77,400/-

With further interest at the rate of Rs.13.80% per annum from the date of suit till the realization of the suit claim.

4. Further the defendants have not repaid the said loan amount with up to date interest as per the agreed terms and conditions of the plaintiff bank. The plaintiff bank Officials have demanded the defendants for the repayment of the said loan amount with up to date interest but the defendants have not repaid the said loan amount with up to date interest as per the agreed terms and conditions of the Bank have shown scant respects to the demands made by the plaintiff bank authorities. Hence, the plaintiff bank has issued legal notice on 22.03.2025 for call upon the defendants for the repayment of the said loan amount with up to date interest, in spite of issue of notice, the defendants have not repaid the said loan amount with up to date interest. Hence, the plaintiff bank has filed the instant suit for recovery of the said loan amount with up to date interest.

5. The particulars of the mortgage are as under;

1	Date of mortgage/declaration	08.06.2002
2	Name of mortgagor	Defendants
3	Name of mortgage	Plaintiff bank
4	Sum secured	Entire suit claim
5	Rate of interest	Rs.13.80% PA
6	Properties subject to mortgage	Suit schedule properties
7	Amount due	As claimed in the suit

6. The cause of action for the suit arose on the date of loan ie., on 08.06.2002 and subsequently when the defendants have failed to repay the loan amount as per the agreed terms and conditions of the plaintiff bank, when demanded at Huliyar, C.N.Halli Taluk, Tumkur District and is within the jurisdiction of this Court.

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

8. In order to prove the case of the plaintiff, the plaintiff Bank Manager has been examined as PW1 and got marked 14 documents as Ex.P1 to Ex.P14 and closed his side.

9. Heard arguments.

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

11. To decide this case following points arise for my consideration.

POINTS

1. Whether plaintiff proves that, on 08.06.2002 defendants have borrowed Rs.1,00,000/- loan under KCC scheme by agreeing to repay with interest at the rate of 13.75% 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.13,77,400/- with interest at the rate of 13.80% PA ?
4. What decree and decree?

12. 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

13. **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 08.06.2002, Ex.P2 is the agreement of hypothication, Ex.P3 is the authorization letter, Ex.P4 is the loan application dated 30.05.2002, Ex.P5 to Ex.P7 are the letter of revival, Ex.P8 is the acknowledgment of surety, Ex.P9 is the legal notice, Ex.P10 is the postal receipt, Ex.P11 is the RPAD cover, Ex.P11(a) is the legal notice, Ex.P12 is the bank statement and Ex.P13 and Ex.P14 are the RTC's. On perusal of these documents it goes to shows that, on 08.06.2002 defendants have borrowed Rs.1,00,000/- loan under KCC scheme by agreeing to repay with interest at the rate of 13.75% 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 08.06.2002 defendants have borrowed Rs.1,00,000/- loan under KCC scheme by agreeing to repay with interest at the rate of 13.75%., and they have not paid loan amount. As per Ex.12 copy of bank statement, the defendants are due Rs.13,00,615/- as on the date of filing of suit. The plaintiff bank has charged interest of Rs.79,785/- from 01.10.2024 to 31.03.2025 and also charged Rs.2,000/- 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**.

14. **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.13,77,400/- with interest at the rate of 13.80% 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.

If the defendants are not paid loan amount within time, the plaintiff is liberty to file for final decree proceedings for selling suit schedule properties. If sale amount is not satisfied decree amount, the plaintiff bank has liberty to recovery remaining amount personally from the defendants.

Draw preliminary 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 27th day of June, 2026).

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

ANNEXURE

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

PW.1	Srikanth Kumar Sethy

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

Ex.P1	Loan application dated 08.06.2002
Ex.P2	Agreement of hypothication
Ex.P3	Authorization letter
Ex.P4	Loan application dated 30.05.200

Ex.P5 to 7	Letter of revival
Ex.P8	Acknowledgments of surety
Ex.P9	Legal notice
Ex.P10	Postal receipts
Ex.P11	RPAD cover
Ex.P11(a)	Copy of legal notice
Ex.P12	Bank statement
Ex.P13-14	RTC's

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.