KATK200012402025

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 18th day of June, 2026

OS.No.210/2025

PLAINTIFF :-
Karnataka Gramin Bank, A body corporate and constituted under banking companies Act, sponsored by Canara Bank having Regional Office at Sadashivanagara, Tumkur and Head office at Bellary-583103 and its branch at Hoysalakatte, Huliyar Hobli, C.N.Halli Taluk, represented by its Manager.
(By Sri.MBN., Advocate)

// Versus //

DEFENDANTS :-

1. G.R.Anjinappa S/o Late Ramaiah., Aged about 60 years,
2. Nagarathna D/o G.R.Anjinappa., Aged about 36 years,
3. Kalpana D/o G.R.Anjinappa., Aged about 34 years,
4. Jyothi D/o G.R.Anjinappa., Aged about 31 years,
5. Siddartha S/o G.R.Anjinappa.,

All are R/o Guruvapura village, Ganadhal Post, Huliyar Hobli, C.N.Halli Taluk, Tumkur District.
(Placed exparte)

Date of institution of suit	28.08.2025		
Nature of the suit	Money Suit		
Date of the commencement of recording of the evidence	04.06.2026		
Date on which the judgment was Pronounced	18.06.2026		
Total Duration	Years	Months	Days
	00	09	21

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.15,64,028/- with current interest at the rate of 13.75% per annum 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.59/4A1 measuring 30 guntas situated at Somanahalli village, Huliyar Hobli, C.N.Halli Taluk, Tumkur District.
2. Land bearing Sy.No.59/4B measuring 01 acre 18 guntas situated at Somanahalli village, Huliyar Hobli, C.N.Halli Taluk, Tumkur District.
3. Land bearing Sy.No.59/10 measuring 01 acre 20 guntas situated at Somanahalli village, Huliyar Hobli, C.N.Halli Taluk, Tumkur District.
4. Land bearing Sy.No.45/1 changed as new Sy.No.45/8 measuring 16 guntas situated at Guruvapura village, Huliyar Hobli, C.N.Halli Taluk, Tumkur District.
5. Land bearing Sy.No.52 changed as new Sy.No.52/3 measuring 01 acre 04 guntas situated at Guruvapura village, Huliyar Hobli, C.N.Halli Taluk, Tumkur District.
6. Land bearing Sy.No.58 changed as new Sy.No. 58/1 measuring 33 guntas situated at Guruvapura village, Huliyar Hobli, C.N.Halli Taluk, Tumkur District.
7. Land bearing Sy.No.107 changed as new Sy.No.107/5 measuring 01 acre 10 guntas situated at Guruvapura village, Huliyar Hobli, C.N.Halli Taluk, Tumkur District.

(From hereafter called as suit schedule properties)

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

2. The plaintiff bank is a body corporate and can sue

in its own name. Pursuant to Notification dated 22.02.2019 of Ministry of Finance (Department of Financial Services) Government of India in exercise of powers conferred by Sub-Section (1) of Section 23A of the Regional Rural Banks Act, 1976, Pragathi Krishna Grameena Bank and Kaveri Grameena Bank in the state of Karnataka have been amalgamated into a single Regional Rural Bank, which shall be called as Karnataka Gramin Bank, with effect from 01.04.2019. The Government of India vide Gazette Notification No. 1604 dated 07-04-2025 has notified amalgamation of Karnataka Gramin Bank (KaGB) And Karnataka Vikas Grameena Bank (KVGB) both the banks sponsored by Canara Bank and formed new RRB called "Karnataka Grameena Bank". Accordingly, the new Bank has come into existence w.e.f.01.5.2025 with its Head Office at Ballari, under the Sponsorship of Canara Bank.

3. That the defendant No.1 had approached the plaintiff Bank for a financial assistance to the tune of Rs.5,00,000/- under KCC crop loan. Accordingly, considering the request of defendants No.1 after making spot verification and on completion of official procedures, the plaintiff bank had sanctioned the subject loan vide Loan Account No.42145354031921 of Rs.5,00,000/- on 12.06.2014. The

defendant No.1 on the very same day had approached the plaintiff Bank for further financial assistance to the tune of Rs.1,00,000/-under development loan. Accordingly, considering the request of defendants No.1 after making spot verification and on completion of official procedures, the plaintiff bank had sanctioned the subject loan vide loan account No.42145326001114 of Rs.1,00,000/- on 12.06.2014. The defendant No.1 the very approached the plaintiff Bank for further financial Rs.1,00,000/-development loan. Accordingly, considering the assistance to the tune of under request of defendants No.1 after making spot verification and on completion of official procedures, the plaintiff bank had sanctioned the subject loan vide loan account No.4214532600113 of Rs.1,00,000/- on 09.02.2013. Subsequently, on 11.06.2013 the defendant No.1 approached the plaintiff Bank for a further financial assistance to the tune of Rs.50,000/- under kaveri kalpa loan. Accordingly, considering the request of defendants No.1, after making spot verification and on completion of official procedures, the plaintiff bank had sanctioned the subject loan vide Loan Account No.42145334000513 of Rs.50,000/- on 11.06.2013. For sanctioning of said loans the defendants No.1 to 5 agreeing to the terms and conditions of the plaintiff bank had executed simple registered mortgage deed dated 09.06.2014 in favour of the plaintiff bank in respect of KCC loan and development loan and thereby mortgaged the suit schedule properties as security for the subject loans and agreed to repay the subject loans i.e., KCC crop loan with interest at the rate of Rs.13.75% per annum and development loan and kaveri kalpa loan with interest at the rate of Rs.12.00% per annum and executed suit documents such as hypothecation agreement and simple register mortgage in respect of the suit property in favour of the plaintiff bank. After availing the said loans, the applicant was paid some installments. The defendants have mortgaged the suit schedule properties for security of the subject loans in favour of the plaintiff bank. The defendants have executed the confirmation letter and revival letters by acknowledging the debt and security and extending their liability to repay the subject loan with interest thereon in favour of the plaintiff Bank. The rate of interest for the subject loan has been varied to Rs.13.75% pa., compounded yearly as per guidelines issued by the RBI from time to time. The defendants are jointly and severally liable to pay the varied rate of interest, as per agreed terms. The defendants have failed to repay the outstanding loan amount as per agreed terms, in spite of many reminders and demand notice. As such, the plaintiff bank got issued legal notice dated 17.05.2025 to the defendants. The notice issued to defendant No.1 is duly served on him. The notice issued to defendants No.2 to 5 returned with postal shara "refused returned to sender". The defendant No.2 to 5 knowing the contents of the notices, intentionally evaded the service thereby it is submitted that the notices issued to them are deemed to be served on them. In-spite of service of legal notice, the defendants did not make any arrangements to clear the debt. Therefore the plaintiff bank obtained permission from the head office and proceeded with the matter. Hence, the suit for recovery of money due from the defendants.

4. The defendants are due to the plaintiff Bank a sum of Rs.12,18,866/- vide A/c No.42145354031921 as on 30.03.2025, Rs.2,56,495/-vide A/c No.42145326001114 as on 21.11.2024 and Rs. 1,77,979 vide A/c No.42145326000113 as on 31-03-2025 and Rs.86,667/- vide A/c No.42145334000513 as on 12.12.2024. Now the defendants are due to the plaintiff bank as detailed hereunder:

1	Amount due as per Ledger Extract: As on 31.03.2025 including interest in respect of loan A/c	Rs.12,18,866/-

	No.42145354031921 and As on 31.03.2025 including interest in respect of loan A/c No.42145326001114 and	Rs.2,56,495/-
	As on 21.11.2024 including interest in respect of loan A/c 42145326000113 and	Rs.1,77,979/-
	As on 12.12.2024 including interest in respect loan A/c No.42145334000513	Rs.86,667/-
2.	Xerox, typing charges & other charges	Rs.2,000/-
	Total	Rs.15,64,028/-

5. The cause of action for the suit aroused on the date of execution of the loan documents and subsequently, when the defendants have executed in KCC Loan agreement to repay time barred debts on 29.03.2019, revival letters on 09.02.2022, 28.10.2024, In development loan revival letters on 22.12.2021, 21.12.2024, development loan acknowledgment of security on 22.12.2021 revival letters on 22.12.2021 and 21.12.2024, Kaveri Kalpa loan declaration deed on 10.06.2013 agreement to repay time barred debts on 29.03.2019, revival letters on 18.12.2022 and 30.10.2024 along with other documents in favour of plaintiff bank at Hoysalakatte Branch, within the jurisdiction of this Court.

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 41 documents as Ex.P1 to Ex.P41 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;

<u>POINTS</u>

1. Whether plaintiff proves that, on 12.06.2014 defendants have borrowed KCC crop loan of Rs.5,00,000/- under loan account No. 42145354031921 agreeing to repay with interest at the rate of Rs.13.75% PA., development loan of Rs.1,00,000/- under loan account No.42145326001114, on 09.02.2013 development loan of Rs.1,00,000/- under loan account No. 42145326000113 and Kaveri Kalpa loan of Rs.50,000/- under loan account No. 42145334000513 agreeing to repay with interest at the rate of 12.00% per anuum respectively by executed simple mortgage deed for obtaining loan amount and necessary documents ?
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.15,64,028/- with interest at the rate of 13.75% 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;**

REASONS

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 of chief he deposed reiterating the plaint averments and produced Ex.P1 is the loan application form dated 12.06.2014, Ex.P2 is the terms and conditions, Ex.P3 is the agreement of mortgage, Ex.P4 is the agreement to repay, Ex.P5 and Ex.P6 are the letter of revival, Ex.P7 is the bank statement, Ex.P8 is the loan application form dated 21.01.2013, Ex.P9 is the terms and conditions, Ex.P10 is the agreement of mortgage, Ex.P11 is the mortgage deed, Ex.P12 is the acknowledgment of liability, Ex.P13 and Ex.P14 are the letter of revivals, Ex.P15 is the bank statement, Ex.P16 is the loan application form dated 11.06.2013, Ex.P17 is the terms and conditions, Ex.P18 is the agreement of mortgage, Ex.P19 is the declaration certificate, Ex.P20 is the bank statement, Ex.P21 is the loan application form dated 12.06.2014, Ex.P22 is the terms and conditions, Ex.P23 is the agreement of mortgage, Ex.P24 and Ex.P25 are the letter of revivals, Ex.P26 is the agreement to repay, Ex.P27 and Ex.P28 are the revival letters, Ex.P29 is the bank statement, Ex.P30 is the legal notice, Ex.P31 is the postal receipts, Ex.P32 to Ex.P35 are the RPAD covers, Ex.P32(a) to Ex.P35(a) are the copy of legal notice, Ex.P36 is the postal acknowledgments and Ex.P37 to Ex.P41 are the RTC's.

13. On perusal of these documents it goes to show that, on 12.06.2014 defendants have borrowed KCC crop loan of Rs.5,00,000/- under loan account No. 42145354031921 agreeing to repay with interest at the rate of Rs.13.75% PA., development loan of Rs.1,00,000/- under loan account No.42145326001114, on 09.02.2013 development loan of Rs.1,00,000/- under loan account No. 42145326000113 and Kaveri Kalpa loan of Rs.50,000/- under loan account No. 42145334000513 agreeing to repay with interest at the rate of 12.00% per anuum respectively by executed simple mortgage deed for obtaining loan amount. 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 12.06.2014 defendants have borrowed KCC crop loan of Rs.5,00,000/- under loan account No. 42145354031921 agreeing to repay with interest at the rate of Rs.13.75% PA., development loan of Rs.1,00,000/- under loan account No.42145326001114, on 09.02.2013 development loan of Rs.1,00,000/- under loan account No. 42145326000113 and Kaveri Kalpa loan of Rs.50,000/- under loan account No. 42145334000513 agreeing to repay with interest at the rate of 12.00% per anuum respectively by executed simple mortgage deed for obtaining loan amount and they have not paid loan amount. As per the Ex.P7, Ex.P15, Ex.P20 and Ex.P29 are the copy of bank statements, the defendants are due Rs.12,18,866/-, Rs.2,56,495/-, Rs.1,77,979/- and Rs.86,667/- as on the date of filing of suit. The plaintiff has 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;

ORDER

Suit of the plaintiff is hereby decreed with cost.

The judgment and decreed passed against defendants for Rs.15,64,028/-with current interest at the rate of 13.75% per annum 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 18th 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	Krishna K.S.

2. List of documents exhibited for the plaintiff :-

Ex.P1	Loan application dated 12.06.2014
Ex.P2	Terms and conditions
Ex.P3	Agreement of mortgage
Ex.P4	Agreement to repay time
Ex.P5-6	Letter of revival
Ex.P7	Bank statement
Ex.P8	Loan application dated 21.01.2013
Ex.P9	Terms and conditions
Ex.P10	Agreement of mortgage
Ex.P11	Mortgage deed
Ex.P12	Acknowledgment of liability
Ex.P13-14	Letter of revivals
Ex.P15	Bank statement
Ex.P16	Loan application dated 11.06.2013
Ex.P17	Terms and conditions

Ex.P18	Agreement of mortgage
Ex.P19	Declaration certificate
Ex.P20	Bank statement
Ex.P21	Loan application dated 12.06.2014
Ex.P22	Terms and conditions
Ex.P23	Agreement of mortgage
Ex.P24-25	Letter of revivals
Ex.P26	Agreement to repay time
Ex.P27-28	Letter of revival
Ex.P29	Bank statement
Ex.P30	Legal notice
Ex.P31	Postal receipts
Ex.P32 to 35	RPAD covers
Ex.P32(a) to 35(a)	Copy of legal notices
Ex.P36	Postal acknowledgment
Ex.P37 to 41	RTC's

3. <u>List of witnesses examined for the defendants</u> :-

N I L

4. <u>List of documents exhibited for the defendants</u> :-

N I L

Senior Civil Judge & JMFC.,
Chikkanayakanahalli.