IN THE COURT OF Prl.CIVIL JUDGE & J.M.F.C., AT CHIKKANAYAKANAHALLI

Present: Sri. Yashwanth Kumar K., B.A., LL.B.,
Prl.Civil Judge and J.M.F.C.,
Chikkanayakanahalli.

Dated this the 24rd day of June, 2026

O.S.No.297/2025

Plaintiff : Canara Bank
A body corporate and constituted under Banking companies Act, Head Office at JC Road, Bengaluru and having its Branch at Chikkanayakanahally, Represented by Srikanth Kumar Shetti S/o Purnachandra Shetti,
Aged about 35 Years,
Senior Manager, Canara Bank,
Chikkanayakanahalli Branch,
Chikkanayakanahalli Taluk.

(By Sri. G.C.Y., Advocate)

V/s

Defendant: Smt.Shakunthala W/o K.B.Chandraiah,
Aged about 44 years,
R/at: Kattigenahally Village,
Kibbanahally Hobli,
Tiptur Taluk, Tumakuru District.

(Exparte)

Date of Institution of suit	13.08.2025
Nature of the suit Date of commencement of	Money Suit
recording of evidence	08.06.2026
Date on which Judgment was pronounced	22.06.2026
Total Duration	Year/s 00 Month/s 10 Day/s 11

(Yashwanth Kumar.K.)
Prl.Civil Judge & JMFC.,
Chikkanayakanahalli.

J U D G M E N T

The Plaintiff Bank has filed this suit for recovery of money against the Defendant for a sum of Rs.2,32,732/- with costs and interest at the rate of 10.50% p.a from date of suit till realization.

2. ***The brief facts of the plaintiff's case are as under;***

a. Plaintiff bank is a body corporate constituted and functioning under the Banking companies Act. The defendant approached the plaintiff bank and submitted a loan application dated 22.12.2017 seeking an agricultural/FDL loan of Rs.1,50,000/-. The plaintiff bank sanctioned a loan of Rs.1,50,000/- in favour of the defendant under loan account No.0530883014466 and communicated the terms and conditions of sanction. Defendant for the purpose of availing an agricultural loan of Rs.1,50,000/-, executed a memorandum of agreement for agricultural loans and an agreement of hypothecation for agricultural loans on 22.12.2017 in favour of the plaintiff bank. The defendant agreed to repay the said loan together with interest at the rate of 9.8% p.a., within in a period of 9 years. The repayment was agreed to be made in 9 yearly installments, comprising 8 yearly installments of Rs.20,000/- each and a 9th final installment of Rs.33,336/- together with accrued interest as and when it became due.

b. The defendant had availed an agricultural loan of Rs.1,50,000/- from the plaintiff bank and agreed to repay the same with interest. The rate of interest applicable to the loan was 10.50% p.a, subject to revision as per RBI guidelines. As per the certified statement of account maintained by the plaintiff bank, a sum of Rs.2,32,732/- remained due and payable by the defendant as on the date of the suit. Despite repeated demands and issuance of legal notice dated 04.07.2025, the defendant failed to clear the outstanding dues. The defendant executed revival letters dated 20.10.2020 and 28.12.2023, thereby acknowledging the subsisting liability. As on the date of filing the suit, a sum of Rs.2,32,732/- remained due and payable by the defendant to the plaintiff bank. Hence, the suit.

3. After institution of the suit, suit summons issued to the defendant. Same was duly served, but the defendant failed to appear and she was placed as exparte.

4. In order to prove the plaintiff's case, plaintiff-bank Manager Srikanth Kumar Sethy is examined as PW.1 and got marked Ex.P1 to P9 documents.

5. Heard the Learned Counsel for the plaintiff.

6. The following points arise for this Court consideration are;

1. Whether the plaintiff proves that the defendant availed a loan of Rs.1,50,000/- on 22.12.2017 and executed the necessary loan documents?

2. Whether the plaintiff proves that a sum of Rs.2,32,732/- is due and payable by the defendant?

3. Whether the plaintiff is entitled to recovery the suit claim with future interest at 10.50% p.a., and costs?

4. What order or decree?

7. The findings of this Court on the above points are;

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

8. **POINT Nos.1 to 3:** To prove the case of plaintiff, the manager of the plaintiff bank, by name Srikanth Kumar Sethy examined as PW.1. He filed his affidavit in lieu of examination-in-chief by reiterating the entire plaint averments. As per claim of the plaintiff, the defendant borrowed a sum of Rs.1,50,000/- from the plaintiff bank on 22.12.2017 and he failed to discharge her liability as agreed.

9. In support of his oral evidence, the PW.1 has relied on Ex.P.1 which is the Loan Application form given by the defendant for the loan. Ex.P.2 is the Sanction letter. Ex.P.3 is the Memorandum of agreement, Ex.P.4 and 5 are the Two-letter of revival, Ex.P.6 is the Legal notice, Ex.P.7 is the Postal receipts, Ex.P8 is the Postal acknowledgment and Ex.P9 is the Bank Statement.

10. On perusal of documentary evidence produced by the plaintiff it is clearly establishes that the defendant obtained a loan of Rs.1,50,000/- by executing the loan agreements and periodically executed letter of revival. Ex.P6 clearly discloses that the plaintiff bank issued notice to the defendants to repay the loan amount. The same was duly served to the defendant. In spite, the defendant not complied the demand made by the plaintiff and even not replied to the notice.

11. In spite of service of suit summons also the defendant remained exparte thereby. The oral and documentary evidence given by the plaintiff remained unchallenged. And the plaintiff satisfactorily proved that the defendant has obtained a loan of Rs.1,50,000/- from the plaintiff bank.

12. Ex.P-9 clearly discloses that, the defendant was due a sum of Rs.2,93,643/-. Hence, the defendant is liable to pay a sum of Rs. 2,32,732/- along with agreed rate of interest 10.50% per annum. Accordingly, Point No.1 to 3 answered in the ***Affirmative.***

13. **<u>POINT No.4</u>:** For the foregoing reasons, this Court proceed to pass the following;

O R D E R

The suit of the plaintiff is hereby decreed with costs.

The defendant is liable to pay a sum of Rs.2,32,732/- along with interest at the rate of 10.50% per annum from the date of suit till its realization.

Draw decree accordingly.

(Dictated to the Stenographer, on computer and computerized by her, corrected and then pronounced by me in the open Court on this the **24th day of June, 2026)**

(YASHWANTH KUMAR.K.)
Prl.Civil Judge & JMFC.,
Chikkanayakanahalli.

A N N E X U R E

List of witnesses examined on behalf of the plaintiff/s:

PW.1	:	Srikanth Kumar Shetty

List of documents marked on behalf of the plaintiff/s:

Ex.P.1	:	Loan Application
Ex.P.2	:	Sanction letter
Ex.P.3	:	Memorandum of Agreement
Ex.P.4 & 5	:	Two letter of revival

Ex.P.6	:	Legal notice
Ex.P7	:	Postal receipts
Ex.P8	:	Postal acknowledgment
Ex.P9	:	Bank Statement

List of witnesses examined on behalf of defendant:

- Nil -

List of documents marked on behalf of the defendant:

- Nil -

sd/-
Prl.Civil Judge & JMFC.,
Chikkanayakanahalli.