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 10th day of June, 2026

O.S.No.163/2025

Plaintiff : Karnataka Gramin Bank,
A body corporate constituted
under The banking companies Act
sponsored by Canara Bank,
having its Regional Office at:
Sadashivanagara, Tumakuru
Head Office at Ballary-583103
Having its Branch at
Chikkanayakanahalli,
Represented by its Manager.

(By Sri.M.B.N., Advocate)

V/s

Defendants :1. Yashodhamma W/o Sathyanarayana,
Aged about 54 years.

2. Hamsarani W/o Adarsh,
Aged about 34 years.

3. Priyanka W/o Vinodkumar T.G.
Aged about 32 years.

All are R/at: Aralikere Navile Post, Kasaba Hobli,
Chikkanayakanahalli Taluk,

Tumakuru District.

(Exparte-D1 to 3)

Date of Institution of suit	29.04.2025
Nature of the suit Date of commencement of	Money suit
recording of evidence	03.06.2026
Date on which Judgment was pronounced	10.06.2026
Total Duration	<u>Year/s</u> <u>Month/s</u> <u>Day/s</u> 01 01 11

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

<u>J U D G M E N T</u>

Plaintiff has filed the above suit against the defendant for recovery of money.

2. ***<u>The brief facts of the plaintiffs case are as under;</u>***

a. The plaintiff bank is a body corporate. The deceased Sathyanarayana along with defendant No.3 approached the plaintiff bank for financial assistance of Rs.4,06,000/- on 01.06.2022 by considering the same the plaintiff bank had sanctioned the said loan on 01.06.2022. The deceased Sathyanarayana and defendant No.2 and 3 executed mortgage deed on 30.05.2022 in favour of the plaintiff bank by mortgaging the suit schedule property and also agreed to repay the loan with interest at rate of 13.50%. After availing the loan the defendant paid some installments.

b. The deceased Sathyanarayana and defendant No.2 and 3 failed to repay the outstanding loan amount as agreed in spite of demand notice. The plaintiff bank got legal notice on 09.04.2025 to the defendants which was duly served to defendant No.1 and 3 and returned to the defendant No.2 with postal shara Addressee does not currently not reside.

c. The defendants are liable to pay a sum of Rs.4,27,005/- as per bank statement. Therefore, prays for decree 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 they are placed as exparte.

4. In order to prove the plaintiff's case, plaintiff-bank Manager Shankar Rao is examined as PW.1 and got marked Ex.P1 to P11 documents.

5. Heard the Learned Counsel for the plaintiff.

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

POINTS

1. ***Whether the Plaintiff Bank proves that the defendant had procured KCC loan amount of Rs.4,06,000/- at 13.50% interest per annum?***

2. ***Whether the Plaintiff Bank further proves that defendants have created charge over the suit schedule properties for the loan availed by them?***

3. ***Whether the Plaintiff is entitled to recover the loan dues of Rs.4,29,005/- with interest***

at the rate of 13.50% per annum from the date of suit till realization and in default to sell the mortgaged suit properties?

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;

R E A S O N S

8. **POINT Nos.1 and 3:** These points are taken together for common discussion to avoid the repetition of facts and circumstances.

9. In order to prove the case of plaintiff, the manager of the plaintiff bank, by name Shankar Rao. 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 deceased

Sathyanarayana and defendant No.2 and 3 obtained loan of Rs.4,06,000/- from the plaintiff bank by executing necessary documents. To substantiate is claim the plaintiff relied Ex.P1 the loan application which clearly discloses that, the deceased Sathyanarayana and defendant No.3 approached the plaintiff bank for loan. Ex.P2 discloses that the plaintiff bank sanctioned the loan of Rs.4,06,000/- to the defendants. Ex.P3 discloses that the deceased Sathyanarayana and defendant No.3 executed the loan agreement in favour of the plaintiff by agreeing the terms and conditions including the rate of interest of 13.50%. These documents clearly establishes that the defendants and the deceased Sathyanarayana got the loan from the plaintiff bank.

10. As a security the defendant No.2 and 3 and Sathyanarayana executed a simple mortgage deed in respect of suit schedule property in favour of the plaintiff. Ex.P4 documents establish the same. They have also executed the declaration as per Ex.P5.

11. The plaintiff bank issued notice to the defendants calling upon to repay the loan amount on 09.04.2025 as per Ex.P6. The said notice to the defendant No.1 and 3 duly served and to the defendant No.2 returned un-served. Which shows the plaintiff before filing of present suit approached the defendants for repayment of loan amount.

12. As per Ex.P9 the outstanding loan payable by the defendants was Rs.4,27,005/-. And Ex.P10 and 11 are the RTC in respect of the suit schedule property stands in the name of 1st defendant. All these documents clearly establishes that the deceased Sathyanarayana and defendant No.2 and 3 obtained loan from the plaintiff bank by mortgaging the suit schedule property. Thereby, the plaintiff is entitled to recovery the same from the defendants who are the legal heirs of the deceased Sathyanarayana inherited the suit schedule property.

13. The plaintiff claiming interest rate on the rate of 13.50% p.a. The loan sanctioned to the defendants for the

purpose of crop production thereby it is agricultural loan and it is also admitted fact that the defendants have paid some installments after loan. By considering the circumstances, if 8% p.a. is imposed as interest which will meet ends of justice. Accordingly, point No.1 to 3 answered in **Affirmative.**

14. **POINT No.4:** For the foregoing reasons, this Court proceed to pass the following;

O R D E R

The suit of the Plaintiff Bank is hereby partly decreed with cost.

Consequently, the Defendants are liable to pay Rs.4,29,005/- (Rupees Four Lakhs Twenty nine Thousand five Only) to the Plaintiff Bank with interest at 8% p.a from the date of suit till date of decree and a future interest at the rate of 8% p.a from the date of decree till realization of the amount.

In default, the plaintiff bank is entitled to invoke Order 34 Rule 6 of the CPC for the recovery of the loan dues.

Office to draw preliminary 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 **10th 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 : Shankar Rao T.S.

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

Ex.P.1	:	Loan application
Ex.P.2	:	Loan sanction letter
Ex.P.3	:	Hypothecation agreement
Ex.P.4	:	Mortgage deed
Ex.P.5	:	Declaration form
Ex.P.6	:	Legal notice

Ex.P.7	:	Postal receipts
Ex.P.8	:	02 Postal acknowledgment and one returned envelope
Ex.P9	:	Statement of account
Ex.P10	:	02 RTC extracts

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