IN THE COURT OF ADDL. SENIOR CIVIL JUDGE & JMFC, GUBBI.

PRESENT

SMT. POORNIMA K. YADAV, B.A. LL.B., LL.M.,

Addl. Sr. Civil Judge & JMFC, Gubbi.

Dated on this the 06th day of July, 2026

ORIGINAL SUIT NO.300/2025

Plaintiff/s : Karnataka Grameena Bank
Having its registered head
Office at Bellary
and One of its Branch at Hosakere
Tumakuru District represented by
Its Manager,
Dharanesh B.S.,
S/o Subbegowda,
Aged about 38 years,
R/at Hosakere Branch
Cheluru Hobli,
Gubbi Taluk.

(By Sri. H.N.D. Advocate)

V/s

Defendants :

1. Rudramma
W/o Late Rudramuniyappa
Aged about 100 years,

2. T.R. Palakshaiah,
S/o Late Rudramuniyappa
Aged about 60 years,

3. Gangadharaiah
S/o Late Rudramuniyappa,
Aged about 64 years,

4. Sadashivaiah
S/o Late Rudramuniyappa,
Aged about 62 years,

5. Mallikarjunaiah
S/o Late Rudramuniyappa,
Aged about 58 years,

All are R/at Thevadehalli,
Hagalawadi Hobli,
Gubbi Taluk

(D1 to 5 by Sri N.R., Adv.,)

PARTIES TO I.A.NO. 5

Applicant : Dharanesh B.S.,
(Plaintiff)

Vs.

Opponent : Rudramma & Others

(Defendants)

Provision under the Application	Under Order 6 Rule 17 of CPC
Application Relief sought for	Proposed amendment to the plaint of plaintiff
The date of the application is filed Interlocutory Application Number	09.06.2026
Interlocutory Application Number	V
Date of objection filed by the Respondent	19.06.2026
Date of order passed	06.07.2026

Sd/-
(POORNIMA K. YADAV)
Addl. Senior Civil Judge &
JMFC, Gubbi.

:ORDERS ON I.A.NO.V:

When the matter was pending for arguments, the present application came to be filed.

2. The manager of the plaintiff bank through their counsel filed this application under Order VI Rule 17 of CPC seeking for amendment of plaint.

PROPOSED AMENDMENT

" After Para 2 of the plaint para 2(A) may be added
It is submitted that, even though the loan is sanctioned and documents are executed by the defendants for Rs. 3,00,000/- but our bank has releasxed 1st year installment of Rs. 2,15,000/- and rest of the installment is not released as they had not paid the loan amount and its installments properly as agreed by them. Interest and other charges are debited to the said amount and in Para No. 5 in six line 2,15,000/- may be added in place of Rs. 3,00,000/-"

3. The application is accompanied with the affidavit of the manager of the plaintiff bank wherein it is stated that the plaintiff has filed this suit against the defendants for recovery of loan raised by them by mortgaging the suit schedule properties. It is stated that the defendants have executed loan papers and registered mortgage deed for ₹3,00,000. But the bank has released loan of ₹2,15,000. The said fact is not pleaded in the plaint. Recently the plaintiff bank came to know about the mistake in the plaint. The said the mistake is bonafide and only typographical error. The proposed amendment will not change the nature of the suit. Hence sought to allow the application.

4. On the other hand the defendants through their counsel filed objection and contented that the application is not maintainable and it is liable to be rejected. It is contented that the plaintiff has not approached the court with clean hands. As such, the plaintiff is not entitled for any relief. In this suit, the defendants have filed their written statement and the plaintiff has led his evidence and he is fully cross examined by the defendants. As such, the amendment cannot be allowed. Hence ought to reject the application.

5. Heard both the counsel

6. Upon hearing both the counsel and on perusal of the materials available on record, the point that arise for my consideration is;

> ***Whether the amendment sought for is necessary for proper and effective adjudication of the matter in dispute?***

7. My findings to the above point is in the "**Affirmative**" for the following ;

REASONS

8. The plaintiff bank has filed this suit against defendant no. 1 to 5 seeking for recovery of money of ₹ 6,25,502 with interest at the rate of 13.50 per annum. The plaintiff bank by way of amendment intends to plead the fact that the defendants executed loan documents for ₹ 3,00,000. But the plaintiff bank has released first year installment of ₹ 2,15,000 and the rest of the installment is not released as the defendants have not paid the loan amount as per agreed terms. On perusal of paragraph number 2 of the plaint, it is seen that the plaintiff bank pleaded about sanction of ₹3,00,000 loan amount to the defendants by the plaintiff bank.

9. Hence the pleadings on the plaint averments and the proposed amendment when read together it is seen that the plaintiff bank intends to plead facts that loan documents are executed by the defendants for ₹3,00,000. However sanction of first installment loan amount by the plaintiff bank is ₹ 2,15,000 and the rest of the amount was not released as the defendants failed to repay the loan amount as per agreed terms. As the suit is for recovery of money, it is necessary that the party claiming for the amount has to plead facts clearly to ascertain the entitlement of the plaintiff to the suit claim amount. If the plaintiff bank is not allowed to plead the facts regarding loan documents and disbursement of the loan amount, there cannot be effective and final adjudication of the matter in dispute. The materials on record discloses that the trial has already commenced. In the said circumstances, filing of the application seeking for amendment is at a belated stage. Hence, the delay in filing the application is compensated by imposing costs. Accordingly, I proceed to pass the following.

ORDER

IA No. V filed by the plaintiff bank Under Order VI Rule 17 of CPC is hereby allowed on costs of ₹ 500.

Plaintiff shall carry out necessary amendment.

(Directly dictated to the stenographer on the computer, printed through steno, corrected by me and then pronounced in the open court on this the **06th day of July, 2026**)

-Sd/-
(POORNIMA. K. YADAV)
Addl. Sr. Civil Judge & JMFC,
Gubbi