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

PRESENT:

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

Addl. Sr. Civil Judge & JMFC, Gubbi.

Dated this the 23rd day of June, 2026

O.S.464/2025

Plaintiff:

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/o Hosakere Branch,
Cheluru Hobli,
Gubbi Taluk

(By Sri. H.N.D Advocate)

V/s

Defendants:

1. G. Mohalingaiah
S/o Late Gandhaiah,
Aged about 75 years

2. Raghu
S/o G. Mahadevaiah
Aged about 41 years,

Both are R/at Haradagere,
Nitturu Hobli,
Gubbi Taluk

(D1 by Sri N.S. Adv.,)
(D2 Exparte)

Date of institution of Suit	29.11.2025
Nature of suit	Recovery of Money
Date on which the Judgment is pronounced	23.06.2026
Total Duration	Year 00 Month 06 Day 25

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

: **J U D G M E N T** :

This suit is filed by the plaintiff bank seeking recovery of money of Rs. 11,29,561/- together with interest at the rate of 13.50% p.a. and Rs.5,66,585/- together with interest at the rate of 14% p.a., in total Rs.16,96,146.96/- from the date of suit till its realization, in default, for recovery of the amount, by sale of suit schedule properties.

SUIT SCHEDULE PROPERTIES

1. The agricultural land bearing Sy. No. 106/5 measuring 4 acre 20 guntas situated at Haradagere, Nittur Hobli, Gubbi Taluk
2. The agricultural land bearing Sy. No. 17 measuring 02 acre 28 guntas situated at

Kallanahalli, Nittur Hobli, Gubbi Taluk.

2. The averments of the plaint in brief is as under:

The defendant No. 1 and his wife Smt. Mahadevamma approached the plaintiff bank on 05.02.2014 for financial assistance for agriculture crop loan under Kisan Credit Card Scheme for which the plaintiff Bank sanctioned loan of Rs. 3,50,000/- on 05.12.2014 to the account No.85025729862. The defendant No. 1 and his wife executed agreement in favor of the plaintiff bank agreeing to repay the loan with interest and penal interest. They also executed Hypothecation agreement on 05.12.2014 and the defendant No. 1 and 2 executed registered simple Mortgage deed on 01.12.2014 towards security of the said loan in respect of suit schedule properties. Further, on the approach made by the defendants No. 1 on 03.03.2015 for financial assistance for Agricultural land development, the plaintiff Bank sanctioned term loan of Rs. 1,50,000/- to the defendant No. 1 on 03.03.2015 to the loan account No. 85028227848. The defendant No. 1 executed agreement in favor of the plaintiff bank agreeing to repay the loan with interest and penal interest. He also executed Hypothecation agreement on 03.03.2015 and the defendant No. 1 and 2 executed registered simple Mortgage deed on 20.02.2015 towards security of the said loan in respect of suit schedule properties. After availing the loan, the defendants failed to repay the loan amount as per the agreed terms and in-spite of duly service of notice issued by the plaintiff bank, the defendants neither complied to the terms of notice nor made the repayment. Hence, this suit.

3. In response to service of suit summons, the defendant No.1 appeared through counsel but did not file written statement. In spite of duly service of suit summons the defendant No. 2 remained absent, as such he was placed Exparte.

4. Plaintiff bank to prove their case, got their Manager examined as PW1 and got marked documents at Ex.P1 to Ex.P15 and closed their side of evidence.

5. Heard the counsel for plaintiff.

6. Based on the pleadings the points that arise for my consideration are as under:

POINTS

1. Whether the plaintiff proves that, the defendants are due for loan amount of Rs. Rs. 11,29,561/- together with interest at the rate of 13.50% p.a. and Rs. 5,66,585/- together with interest at the rate of 14.00% p.a. in total Rs. 16,96,146.96/- on the basis of loan documents including simple mortgage deeds dated 01.12.2014 and 03.03.2015?
2. Whether the plaintiff is entitled for the reliefs as sought for?
3. What order or decree?

7. My finding on the above Points are as follows:

Point No.1: In the Affirmative

Point No.2: In the Affirmative

Point No.3: As per the final order, for the following;

R E A S O N S

8. **Point No.1 and 2:** These Points are taken together for common discussion as they are inter linked with each other and also to avoid repetition of facts.

9. In support of the contentions, the Manager of the plaintiff bank filed affidavit in his evidence and reiterated the plaint averments as such, I do not want to repeat the same. To prove his oral evidence, he has produced documentary evidence marked as Exhibit 'P' series as per Ex.P1 to Ex.P15.

10. Ex.P1 is the original loan application dated 05.12.2014 executed by the defendant No. 1 and his wife Smt. Mahadevamma, which depicts that they sought for financial assistance from the plaintiff bank for Crop Loan. Ex.P2 is the terms and conditions of the loan transactions dated 05.12.2014 in the name of the defendant No.1 and his wife. Ex P3 is the Hypothication agreement dated 05.12.2014. Ex P4 is the simple Mortgage Deed dated 01.11.2014 executed by defendant No. 1 and 2 in favour of plaintiff bank pertaining to loan transaction of Rs. 3,50,000/- by offering the suit schedule properties as security for the said loan transaction. Ex P5 to P7 are the statements of account, which shows that the defendants have not paid installment towards the loan as per the agreed terms.

11. Ex.P8 is the original loan application dated 03.03.2015 executed by the defendant No. 1, which depicts that he sought for financial assistance from the plaintiff bank for development of agricultural land. Ex.P9 is the terms and conditions of the loan transactions dated 03.03.2015 in the name of the defendant No.1. Ex P10 is the Hypothication agreement dated 03.03.2015. Ex P11 is the simple Mortgage Deed dated 20.02.2015 executed by defendant No. 1 and 2 in favour of plaintiff bank pertaining to loan transaction of Rs. 1,50,000/- by offering the suit schedule properties as security for the said loan transaction. Ex P12 to P14 are the statements of account and certificate which shows that the defendants have not paid installment towards the loan as per the agreed terms. Ex P15 is the Legal Notice dated 31.07.2025 issued by the plaintiff bank to the defendant No. 1 and his wife Smt. Mahadevamma calling upon them to make payment of Rs. 15,68,000.04/- along with interest.

12. Ex.P1 to Ex.P15 clearly depicts that the defendants approached the plaintiff bank and sought for crop loan of Rs. 3,50,000/- and Rs. 1,50,000/- for development of agricultural land, wherein the plaintiff bank sanctioned said loan amount and the defendants executed loan documents by agreeing to repay the loan amount along with interest. That apart, the defendants executed Registered simple mortgage deeds on 01.11.2014 and 20.02.2015 for Rs. 3,50,000/- and Rs. 1,50,000/- in favour of plaintiff Bank by agreeing to repay the loan amount along with interest by mortgaging suit schedule properties. The statements of account discloses that the defendants failed to make the payment as per the agreed terms in-spite of issuance of legal notice by the plaintiff Bank.

13. The defendants did not contest the suit. They did not challenge the claim made by the plaintiff Bank. The evidence adduced by the plaintiff bank remains uncontested and unchallenged. The plaint pleadings read along with the oral and documentary evidence available on record makes it clear that the defendants are due for suit claim amount to the plaintiff bank. As such, the defendant No. 1 and 2 are liable for payment of Rs.11,21,561/- together with interest at the rate of 13.50% p.a., and Rs.5,66,585/- together with interest at the rate of 14.00% p.a. in total Rs.16,96,146.96/- to the plaintiff Bank. The documents produced by the plaintiff bank at Ex.P1 to Ex.P15 remains un-impeached. There is nothing to disbelieve the claim made by the plaintiff bank. Accordingly, Point No.1 and 2 are answered **in the Affirmative.**

14. Point No.3: In view of the above discussions, I proceed to pass the following :

ORDER

The suit of the plaintiff bank seeking recovery of money is

hereby decreed with costs.

The defendant No. 1 and 2 are hereby directed to pay the Plaintiff bank a sum of Rs.11,29,561/- together with interest at the rate of 13.50% p.a., and Rs.5,66,585/- together with interest at the rate of 14.00% p.a., in total Rs.16,96,146.96/- from the date of the suit till decree and future interest at the rate of 13.50% p.a. on Rs.11,29,561/- and 14.00% p.a., on Rs. Rs.5,66,585/- from the date of decree till its realization, within three months from the date of decree.

Failing which, the Plaintiff Bank is at liberty to bring the schedule properties for sale for suit claim amount of Rs.11,29,561/- and Rs.5,66,585/-

in total Rs.16,96,146.96/-

Draw preliminary decree accordingly.

(Dictated to the stenographer, directly on Computer, typed and print out taken by her and then corrected, signed and then pronounced by me in the open court on this the **23rd day of June 2026**).

Sd/-

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

ANNEXURE

List of Witnesses examined on behalf of the plaintiff:

P.W.1 - Dharanesh B S

List of Documents marked on behalf of the plaintiff:

Ex P1	-	Loan Application dated 05.12.2014
Ex P2	-	Terms and Conditions of the loan dated 05.12.2014
Ex P3	-	Hypothication Agreement of loan dated 05.12.2014
Ex P4	-	Registered Mortgage Deed dated 01.11.2014
Ex P5	-	Statement of account for the period 18.04.2010 to 27.12.2019

Ex P6	-	Statement of account for the period 28.12.2019 to 31.05.2026
Ex P7	-	Statement of account for the period 29.03.2021 to 31.05.2026
Ex P8	-	Loan Application dated 03.03.2015
Ex P9	-	Terms and Conditions of the loan dated 03.03.2015
Ex P10	-	Hypothication Agreement dated 03.03.2015
Ex P11	-	Registered Mortgage deed dated 20.02.2015
Ex P12	-	Statement of account for the period 18.04.2010 to 27.12.2019
Ex P13	-	Statement of account for the period 28.12.2019 to 31.05.2026
Ex P14	-	Certificate U/S 63 BSA
Ex.P15	-	Legal Notice dated 31.07.2025

List of Witnesses examined on behalf of the defendants:

-Nil-

List of Documents marked on behalf of the defendants:

-Nil-

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