KAHS200013632022

Presented on : 15-10-2022
Registered on : 15-10-2022
Decided on : 24-11-2023
Duration : 1 years, 1 months, 9 days

IN THE COURT OF CIVIL JUDGE AND JMFC
AT Alur, HASSAN
(Presided Over by NIRMALA M C)

Dated this the 24th day of November 2023

Present:

Smt. Nirmala M.C., B.Com., LL.B.,
Civil Judge and JMFC,
Alur, Hassan.

O.S./403/2022

Plaintiff/s : State Bank of India,
Having its head office at 18, 19 Devadas Kanlleg Block, Synergy building, Bandra Kurla Complex, Bandra east, Mumbai-40005.

Represented by its Manager
Mr. Jayanta Ghosh
S/o Snehashis Ghosh,
Aged about 27 years,
Kanathuru Branch,
Alur Taluk, Hassan District.

(By Sri. K.N., Advocate)

- V/s -

Defendant/s : Kusuma W/o Ramachandra H.C.,
Aged about 52 years,
R/o Marasu Hosahalli Village,
Kasaba Hobli, Alur Taluk.

(Exparte)

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1.	Nature of the Suit	:	Money Suit
2.	Date of commencement of Recording of evidence	:	05.09.2023

(Smt. Nirmala M.C.)
Civil Judge & JMFC,
Alur

JUDGEMENT

The plaintiff bank has filed the suit against the defendants for recovery of money sum of Rs.11,516/- with interest at the rate of 11% per annum compounded yearly from the date of suit till realization with cost.

2. **The brief facts of the plaintiff case in nutshell as follows:**

The plaintiff bank is a body corporate constituted under the State Bank of India Act, 1955 having its Head office at Mumbai and local

Head Office at Bangalore and a branch office amongst other places at Kanathuru, represented by its present Manager.

The defendant has approached the plaintiff bank and purchase of CB cow scheme. The plaintiff bank agreed and sanctioned a loan of Rs.10,000/- (Rs. Ten thousand only) on 23.06.2009 repayable with interest will be charged 11% per annum. The above loan sanctioned to her under the vide loan account No.64044841265.

It is further stated that, the 1st defendant has executed signed loan application, Sanction order, Hypothecation agreement and other necessary documents.

It is further pleaded that, the plaintiff bank has lent and advanced the said loan of Rs.10,000/- (Rupees Ten thousand only) to the defendant has borrowed the full amount and became liable to repay the same with interest to the plaintiff bank.

It is further pleaded that, the defendant approached to the plaintiff bank on 11.09.2012 in respect of cash credit to the extent of Rs.11,000/- (Rs. Eleven thousand only) availed by her exclusive of interest from 23.06.2009 is remaining outstanding and over due in this connection the defendant undertake to repay the above debt together with interest at the rate of 11% per annum and against the continuances of the securities and on the conditions contained int he deed of hypothecation and sanctioned a loan of Rs.10,000/- (Rs. Ten thousand only) on 11.09.2012 repayable with interest will be charged, 11% per annum will be charged over and the above the rate mentioned above in case of any default committed by the borrower. The above loan sanctioned to her under the vide loan account No.ATL64104102679.

The defendant executed letter of revival on 20.06.2012, 20.06.2015, 10.09.2015, 20.06.2018, 10.09.2018, 06.09.2021 and in favour of the plaintiff bank.

It is further pleaded that, the defendant failed to repay the loan in terms of undertaking and to clear the dues. As per the RBI guidelines the plaintiff bank classified the accounts of the defendant as NPA dt: 06.10.2012 and 01.07.2016 and discontinuing charging of the interest to the above loan. However, the plaintiff bank is entitled to recover the interest accrued but not debited compounded quarterly up to the quarter proceeding to the date of filing of the suit which from the part of the principle the same having not been paid on due date and also interest for subsequent period till the date of filing of the suit. In spite of repeated demands and requests the defendant has not repaid the loan amount. Therefore, the plaintiff bank issued a legal notice to the defendant. But the defendant has not repaid the loan amount. Hence the plaintiff bank filed suit against the defendant.

3. In spite of suit summons issued by this court, has been served on the defendant. But the defendant did not appear before this court, hence placed exparte.

4. Hence to reach definite conclusion points that arise for my consideration are as follows:

//POINTS//

1. Whether the plaintiff bank proves that, the 1st defendant has borrowed agriculture loan for a sum of Rs.10,000/- and the bank is entitled for Rs.11,516/- including interest as on the date of the suit?
2. Whether the plaintiff bank proves that, it is entitled for further interest at the rate of 11% per annum?
3. Whether the plaintiff Bank is entitled for the relief sought?
4. What order or decree?

5. By considering the pleadings, evidence and arguments presented by learned counsel for plaintiff, my answer to the above points is as under:

Point No.1 : In the **Affirmative**

Point No.2 : In the **Partly Affirmative**

Point No.3 : In the **Partly Affirmative**

Point No.4 : As per final order
for the following:

R E A S O N S

6. **Point No.1 to 3**:- Since these three points are inter – linked with each other, they are taken up together for consideration, in order to avoid repetition of facts and circumstance of the case.

7. The plaintiff bank to established its case, Sri. Harsha S/o Anilkumar H.P., the Manager of the plaintiff bank examined as PW-1 got marked the documents as Ex.P-1 to Ex.P-10.

8. In his affidavit in lieu of his examination in chief the PW-1, he has stated that, defendant has approached the plaintiff bank for purchase of CB cow scheme. The plaintiff bank agreed and sanctioned a loan of Rs.10,000/- (Rs. Ten thousand only) on 23.06.2009, repayable with interest will be charged 11% per annum. The above loan sanctioned to her under the vide loan account No.64044841265. It is further stated that, the defendant has executed signed loan application, Sanction order, Hypothecation agreement and other necessary documents. It is further pleaded that, the plaintiff bank has lent and advanced the said loan of Rs.10,000/- (Rupees Ten thousand only) to the defendant, she

has borrowed the full amount and became liable to repay the same with interest to the plaintiff bank.

It is further stated that, the defendant approached to the plaintiff bank on 11.09.2019 in respect of case credit to the extent of Rs.11,000/- (Rs. Eleven thousand only) availed by her exclusive of interest from 23.06.2009 is remaining outstanding and over due in this connection the defendant undertake to repay the above debt together with interest at the rate of 11% per annum and against the continuances of the securities and on the conditions contained in the deed of hypothecation and sanctioned a loan of Rs.10,000/- (Rs. Ten thousand only) on 11.09.2012 repayable with interest will be charged, 11% per annum will be charged over and the above the rate mentioned above in case of any default committed by the borrower. The loan sanctioned to her under the vide loan account No.ATL64104102679.

The defendant executed letter of revival on 20.06.2012, 20.06.2015, 10.09.2015, 20.06.2018, 10.09.2018, 06.09.2021, in favour of the plaintiff bank. The defendant agreed to abide by the conditions of the loan agreement. But, defendant has failed to repay the loan in terms of undertaking and to clear the dues. As per the RBI guidelines the plaintiff bank classified the accounts of the defendant as NPA dated 06.10.2012 and 01.07.2016 and discontinuing charging of the interest to the above loan. However, the plaintiff bank is entitled to recover the interest accrued but not debited compounded quarterly up to the quarter proceeding to the date of filing of the suit which from the part of the principle the same having not been paid on due date and also interest for subsequent period till the date of filing of the suit. In spite of repeated demands and requests the defendant has not repaid the loan amount. Therefore, the plaintiff bank issued legal notice to the defendant. But the defendant has not repaid the loan amount. Hence, defendant is liable to pay Rs.11,516/- (Rs. Eleven thousand Five hundred and Sixteen only), prayed to decree the suit.

9. I have carefully perused entire records of the case, On perusal of Ex.P-1 is the Loan application on 23.06.2009, it is noticed that, the defendant has applied to plaintiff bank to sanction the loan for purchase of two Cows dated 23.06.2009 of Rs.10,000/-. Ex.P-2 is the Sanctioned order. Ex.P-3 is the Mortgage deed Arrangement, Ex.P-4 is the Consent letter. Ex.P-5 and 6 are the Revival letters, Ex.P-7 is the Legal Notice dt: 19.09.2022, Ex.P-8 is the Postal receipt, Ex.P-9 is the Postal Acknowledgement. Ex.P-10 is the Statement of Accounts of defendant. Hence by perusal of all the documents exhibited by the plaintiff bank it proved that, the defendant borrowed Rs.10,000/- loan

amount from the plaintiff bank. Therefore defendant is liable to pay of Rs.11,516/- along with interest in favour of plaintiff bank. In the instant suit defendant did not appear before the Court, hence placed exparte. Therefore when the plaintiff bank proved its case, by producing oral and documentary evidence, adverse inference can be drawn against the defendant, since she has not contested the suit and it is presumed that, she has admitted the case of the plaintiff bank.

10. The loan is for the purpose of financial assistance for purchase of two Cows, by considering the same, the interest awarded at the rate of 6% per annum from the date of the suit to till realization.

11. Further, on failure to repayment of loan amount by the defendants, the plaintiff bank is at liberty to recover the loan amount in accordance with law.

12. Lastly in the instant case the defendant is not contested the case, hence inference can be drawn against the defendant that, she has accepted the claim of plaintiff bank. Hence I answer **point No.1 in Affirmative, Point No.2 and 3 are in Partly Affirmative.**

13. **<u>Point No.4</u>:**- For the reasons discussed above in connection with point No.1 to 3, this Court proceed to pass the following:

<u>ORDER</u>

The suit of the plaintiff-bank is hereby partly decreed with costs.

The defendant is liable to repayment of Rs.11,516/- (Rupees Eleven thousand Five hundred and Sixteen only) along with interest at the rate of 6% per annum to the plaintiff bank from the date of filing of the suit till realization.

Further the defendant is directed to repay the above said amount with interest within 30 days.

In default plaintiff bank is at liberty to recover the decreetal amount in accordance with law.

Draw decree accordingly.

(Dictated to the stenographer directly on to the computer, transcript revised, corrected and then pronounced by me in the open court this the 24th day of November 2023)

(Smt. Nirmala M.C.)
Civil Judge & JMFC,
Alur.

ANNEXURES

LIST OF WITNESS EXAMINED BY THE PLAINTIFF:

PW-1 : Harsha

LIST OF DOCUMENTS MARKED FOR THE PLAINTIFF:

Ex.P-1	:	Loan application on 28.06.2009
Ex.P-2	:	Sanctioned order
Ex.P-3	:	Mortgage deed Arrangement
Ex.P-4	:	Consent letter
Ex.P-5 & 6	:	Revival letters
Ex.P-7	:	Legal Notice dt: 19.09.2022
Ex.P-8	:	Postal Receipt
Ex.P-9	:	Postal Acknowledgement
Ex.P-10	:	Statement of Accounts of defendant

LIST OF WITNESS EXAMINED BY THE DEFENDANTS:

----NIL----

LIST OF DOCUMENTS MARKED FOR THE DEFENDANTS:

----NIL----

(Smt. Nirmala M.C.)
Civil Judge & JMFC,
Alur.