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TITLE SHEET FOR JUDGMENT IN SUITS.

[C.R.P-67]

GOVT. OF KARNATAKA.

Form No. 9 [Civil title
sheet for judgment in
suits] R.P-912.

IN THE COURT OF THE SENIOR CIVIL JUDGE & J.M.F.C, BHATKAL

PRESENT: SRI. KANT KURANE

B.Com.,LL.B.(Spl.)

SENIOR CIVIL JUDGE, BHATKAL.

ORIGINAL SUIT NO. 26/2025

DATED ON THIS 02nd DAY OF APRIL-2026

BETWEEN:

1. THE CANARA BANK
A BANK CONSTITUTED AND FUNCTIONING UNDER
THE BANKING COMPANIES,
(ACQUISITION AND TRANSFER OF UNDER TAKINGS)
ACT 1970, HAVING ITS HEAD OFFICE AT BENGALURU,
KARNATAKA STATE AND BRANCH OFFICE AT SHIRALI,
BHATKAL TALUK, UTTARA KANNADA DISTRICT,
REPRESENTED BY ITS PRINCIPAL OFFICER AND GPA HOLDER,
SRI. AKASH RAMDAS BHUTEKAR,
AGE: 35 YEARS, OCCU.: PRINCIPAL OFFICER,
R/O: H.NO. 35, WARD NO.3, ISRUL, BULDHANA, MAHARASHTRA,
NOW AT BHATKAL TALUK-581320.

-----**PLAINTIFF.****[BY SRI. RAJESH I. NAIK ADVOCATE FOR PLAINTIFF-BANK]****AND:**

1. **INDIAN BAKERY, ITS PROPRIETOR,**
 BY NAME SRI. REHAMAN BASHA SAYED S/O. BASHA SAYED,
 AGE.: 36 YEARS, OCCU.: NOT MENTIONED,
 R/O: BASTIMAKKI, MAVALLI- 1, MURDESHWAR,
 BHATKAL TALUK.

----- **DEFENDANT.****[BY SRI. M.J.N., ADVOCATE FOR DEFENDANT]**

DATE OF SUIT INSTITUTED	17/12/2025
NATURE OF SUIT	SUIT FOR RECOVERY OF MONEY
DATE OF EVIDENCE COMMENCED	13/03/2026
DATE OF EVIDENCE CLOSED.	13/03/2026
DATE OF JUDGMENT	02/04/2026.
TOTAL DURATION FOR DISPOSAL	YEARS, MONTHS DAYS -00- -03- -16 -

Sd/-

KANT KURANE

SENIOR CIVIL JUDGE, BHATKAL.

: J U D G M E N T :

The plaintiff-bank has instituted this suit for recovery of money sum of Rs. 5,40,354=36 with interest at the rate of 13.50 % p.a., from the defendant.

2. The brief facts the plaintiff-bank case is as under:-

The plaintiff-bank is the Nationalized Bank constituted and functioning under Banking Companies Act and having its branches all over India and also at its branch at Shirali Village of Bhatkal Taluk.

3. On 30/04/2024, the defendant has borrowed loan of Rs.5,00,000/- from the plaintiff-bank for the purpose of Bakery business. To secure the loan, the defendant has executed all the necessary documents in favour of plaintiff-bank, agreeing to repay the loan with interest at 11.5% p.a., compounded monthly rests and penal interest at the rate of 2% p.a., After availment of loan, the defendant remain defaulter. Hence, the plaintiff-bank has made several requests to the defendant to repay the loan amount with agreed interest. But, the defendant did not repay said loan amount. Hence, ultimately on 09/07/2025, the plaintiff-bank has issued legal notice to defendant, calling upon him to clear his entire loan amount along with interest. The legal notice issued by the plaintiff-bank was duly served upon the defendant. But, the defendant did not repay the loan amount and he did

not reply the legal notice. Hence, on the date of filing of the suit, the defendant is having outstanding balance of Rs.5,40,354.36/-. Hence, prays to pass decree in favour of plaintiff-bank, directing the defendant to repay the loan amount with interest at 13.50% p.a., compounded monthly rests.

4. In response to the suit summons, the defendant appeared through his Counsel but he did not file written statement and did not contest the matter, even the sufficient opportunities have been provided.

5. In the instant case, the defendant appeared through Counsel, but he did not file written statement within the stipulated time prescribed under the Code of Civil Procedure. Hence, there is no written statement of defendant. Therefore, no issues have been framed. But, to reach the definite conclusion, the points would arise for consideration are;

: P O I N T S :

- 1. Whether the plaintiff-bank proves that the defendant had borrowed suit loan of Rs. 5,00,000/- and he has executed all the necessary documents in favour of plaintiff-bank agreeing to pay with interest at the rate of 13.50 % p.a and thereafter, the defendant has remain defaulter and on the date of suit, the defendant is having outstanding loan amount of Rs. 5,40,354.36 and hence, the defendant is liable***

***to repay the said amount with interest at 13.50 %
p.a.?***

2. What order or decree?

6. In the instant suit, admittedly, the defendant appeared through his Counsel but he has not filed his written statements and he has not contested the matter. It is settled principle of law that when the defendant or opposite party placed ex-parte or opposite party did not contest the matter, then it is the duty of the Court to take extra care while adjudicating the matter and it is settled principle of law that no decree shall be passed in favour of applicant /plaintiff merely because of defendant or opposite party placed ex-parte or did not contest the matter. The Court has to stand on the foot of the defendant in case of where the defendant does not contest the matter.

7. With view to establish its case, the plaintiff-bank has examined its branch Manager as PW-1 and got marked Ex.P.1 to P.10. In the instant case, the defendant is appeared through his Counsel, but he has not filed written statement and he has not cross-examined the PW-1 and he has not adduced the defence evidence.

8. I have heard the arguments of plaintiff side and perused material records.

9. On careful perusal of entire material records, my findings to the above points are:

: FINDINGS :

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

POINT No.2 :As per my final order, for the following:

: REASONS :

10. **POINT NO.1** : This is a suit for recovery of money. It is stated that the plaintiff-bank is Nationalized Bank and functioning under Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970. It is stated that the defendant had borrowed loan of Rs. 5,00,000/- from the plaintiff-bank and he has executed all necessary documents in favour of plaintiff-bank, agreeing the repay the same in with interest at the rate of 11.50% p.a. compounded monthly rests and penal interest at the rate of 2%. After availment of the loan, the defendant failed to repay the loan amount with interest to the plaintiff-bank as agreed and promised by him. The plaintiff-bank has made several requests by letter and by issuing legal notice through an Advocate. But, the defendants did not repay the loan amount with agreed interest. On the date of suit, the defendants is total outstanding balance amount of Rs. 5,40,354.36/- and hence, the defendant is liable to repay the above said amount with interest at the rate of 13.50% p.a.

11. In the instant case, the defendant appeared through his Counsel but he did not file written statement and he did not contest the matter.

12. In order to establish its case, the plaintiff-bank examined its branch manager as PW-1 and got marked Ex.P.1 to 10. The PW-1 has filed his examination-in-chief by way of affidavit and reiterated all the facts as it is narrated in the plaint.

13. This is a suit for recovery of money filed by the plaintiff-bank against the defendant. It is stated that defendant has borrowed loan of Rs. 5,00,000/- for the purpose of Bekary business. To secure the loan, the defendant has executed all then necessary documents in favour of plaintiff-bank, agreeing to repay the loan amount with interest at the rate of 11.50% p.a., and 2% p.a., respectively. After availment of loan, the defendant remain defaulter and he did not turn up to repay the loan amount with interest even legal notice issued. In the instant case, the defendant appeared through his Counsel but he did not contest the matter. But, even defendant not contested the matter, the duty is casted upon the plaintiff -bank to prove its case.

14. I have carefully gone through the documentary evidence placed by the plaintiff-bank. A perusal of Ex.P.1 to 6, the copy of loan application, loan sanction order, copy of cash credit agreement, Letter of undertaking,

Copy of pro-note and guarantee agreement and Udyam Registration Certificate, it is noticed that the defendant is the Proprietor of the Indian Bakery and he had borrowed loan of Rs. 5,00,000/- from the plaintiff. Further, it reveals that defendant has executed above said documents in favour of the plaintiff, agreeing to repay the said loan with interest at 13.50% p.a. Hence, close reading of above documents, it is noticed that the defendant had borrowed loan of Rs.5,00,000/- from the plaintiff-bank. In the instant case, the defendant appeared through his Counsel but, he did not contest the matter and he has not disputed the above documents. Hence, it is presumed that the defendant has admitted the above documents.

15. PW-1 in his examination-in-chief has clearly stated that the defendant had borrowed the loan and after availment of loan, the defendant has borrowed loan but, thereafter, he remain defaulter. In the instant case, the defendant is appeared through his Counsel. But, he has not cross examined the PW-1. Hence, the examination-in-chief of PW-1 is remained unchallenged by the defendant. Therefore, the adverse inference can be drawn against the defendant that the defendant has accepted and admitted the case of the plaintiff-bank.

16. A perusal of Ex.P-9, the statements of loan account belongs to defendant, it is noticed that on the date of suit the defendant is having

outstanding balance amount of Rs. 5,40,354.36 (Rupees Five Lakh Forty Thousand Three Hundred Fifty Four and Thirty Six Only)–. In the instant case, the defendant appeared through his Counsel, but he did not contest the matter and he has not placed any documents to show that after the institution of suit, the defendant has repaid the loan amount to the plaintiff–bank. Hence, on perusal of above records, it is noticed that on the date of suit the defendant is having outstanding balance amount of 5,40,354.36/–.

17. Furthermore, in the present case, plaintiff–bank has filed present suit for recovery of money of Rs. 5,40,354.36 from the defendant with interest at 13.50 % p.a. According to Sec. 34 of CPC, the granting of interest is discretionary of power of the Court. Hence, for more convenient it is better to refer the relevant proviso of sec. 34 of CPC. The said proviso reads as under:–

Section 34 of Code of Civil Procedure 1908 "Interest"

(1) Where and in so far as a decree is for the payment of money, the Court may, in the decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period prior to the institution of the suit, 1 [with further interest at such rate not exceeding six per cent. per annum as the Court deems reasonable on such principal sum], from the date of the decree to the date of payment, or to such earlier date as the Court thinks fit :

2/Provided that where the liability in relation to the sum so adjudged had arisen out of a commercial transaction, the rate of such further interest may exceed six per cent. per annum, but shall not exceed the contractual rate of interest or where there is no contractual rate, the rate at which moneys are lent or advanced by nationalized banks in relation to commercial transactions.

18. On plain reading of above proviso, it is clear that the granting of interest is purely discretionary power of the Court. Further it is clear that no interest is to be granted more than 6% p.a., except loan advanced by Nationalized Bank in relation to commercial transactions and it is also clear that the loan is exceeds more than 6% p.a, in relation to the commercial transactions the interest shall not be exceeds contractual rate of interest. On perusal of records, it is noticed that the defendant has borrowed loan for the purpose of Bekery business and the agreed rate of interest between the plaintiff and defendant is at 13.50% p.a, and with monthly compoundable interest. Hence, considering the facts and circumstances of the case, this Court deemed it fit to grant interest at 13.50% p.a., from the date of institution of suit till the date of decree. Hence, considering the facts and circumstances of the case and looking into the material records available in the hand, this Court has considered view that the plaintiff–bank is entitled to relief as sought for. **Hence, I answer this point NO. 1 in the Affirmative.**

19. POINT NO.2:- In view of reasons discussions supra, I proceed to pass the following:

: O R D E R :

The suit filed by plaintiff-bank against the defendant is hereby DECREED with costs.

The defendant is hereby liable to repay the loan amount of Rs. 5,40,354.36 [Rupees Five Lakh Forty Thousand Three hundred Fifty four and Thirty Six Paise only] with interest @ 13.50 % p.a, from the date of suit, till the date of decree.

Further, defendant is hereby directed to repay the loan amount of Rs. 5,40,354.36 [Rupees Five Lakh Forty Thousand Three Hundred Fifty Four and Thirty Six Paise only] to the plaintiff -bank with interest @ 13.50 % p.a, within 45 days from today.

In default, the defendant is liable to repay the above said amount with additional interest at 1% p.a, till realization of amount.

Draw decree accordingly.

ANNEXURE**1. LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF:**

P.W.1 : Sri. Akash Ramadas Bhutekar

2. LIST OF DOCUMENTS GOT MARKED ON BEHALF OF PLAINTIFF:

Ex.P.1 : Loan application

Ex.P.2 : Copy of Loan Sanction

Ex.P.3 : Copy of Cash credit agreement

Ex.P.4 : Copy of letter of undertaking

Ex.P.5 : Copy of guarantee deed

Ex.P.6 : Udyam Registration Certificate

Ex.P.7 : Copy of notice

Ex.P.8 : Copy of postal receipt.

Ex.P.9 : Copy of statement of loan account belongs defendant.

Ex.P.10 : Copy of GPA

3. LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANT:

– Nil –

4. LIST OF DOCUMENTS GOT MARKED ON BEHALF OF DEFENDANT:

– Nil –

Sd/–

KANT KURANE

SENIOR CIVIL JUDGE, BHATKAL.