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**IN THE COURT OF SENIOR CIVIL JUDGE AND JUDICIAL  
MAGISTRATE OF FIRST CLASS AT HONNAVAR**

**DATED THIS THE 09<sup>TH</sup> DAY OF MARCH, 2026**

**PRESENT: SRI B.C. CHANDRASHEKAR., B.A., LL.B  
SENIOR CIVIL JUDGE AND JMFC  
HONNAVAR**

**ORIGINAL SUIT NO.27/2025**

**PLAINTIFF/S :**

“CANARA BANK”

A bank constituted and functioning under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, with their Head Office at Bangalore and one of its Branch-II at: Bazar Road, Honavar, Tq: Honavar, Represented by its Branch Manager being the Principal Officer  
Shri. Girish Bagewadi,  
S/o Shri Goudappa B. Bagewadi,  
Age: 39 years,  
Residing at: Honavar.

**(By Sri RSK, Advocate)**

**VERSUS**

**DEFENDANT/S :**

Smt. Rubiya Mohammed Ali,  
W/o Mohammed Ali,  
D/o Ganguli Hasan,  
Aged about 34 years,  
R/o 202, Tonka, Post: Kasarkod,  
Tq: Honavar-581 342.

**(Defendant is placed Ex-parte)**

Date of institution of the suit	06-12-2025
Nature of the suit	Suit for recovery of money
Date of commencement of recording evidence	26-02-2026
Date of pronouncement of Judgment	09-03-2026
Total duration	Year/s    Month/s    Day/s 00            03            03

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

The plaintiff bank has filed this suit seeking directions to the defendant to repay in a sum of Rs.16,21,673/- with interest at the rate of 13.50% p.a. and cost of the suit.

02. The brief facts of the case of the plaintiff bank are that, the defendant has availed the Overdraft loan facility of Rs.15,00,000/- from the plaintiff bank on 26-06-2023 for the purpose of fishing business as a commercial loan. As per the terms and conditions of the loan facility the defendant has agreed to pay the interest at 11.50% p.a. compounded monthly on the amount due in the account subject to enhancement and verification as per the RBI circulars and directions time to time. The said O.D facility was tenable for one year and yearly

renewable and she has also agreed to renew the loan account every year. The defendant has also agreed to pay overdue rate of interest at the rate of 2% p.a. above the regular rate of interest that is charged in the loan account from time to time in the event of default in repaying the loan amount and she is liable to pay overdue rate of interest. The defendant has executed cash credit agreement, on demand promissory note and other necessary documents. The defendant has failed to operate the said account regularly and to repay the loan amount as per the agreed terms and conditions. The defendant has also failed to submit stock statement time to time. Hence the plaintiff bank has issued several notices and also issued lawyer's notice on 06-07-2025 to the defendant to pay the loan dues. But the defendant has failed to repay the loan amount. Hence the plaintiff bank has filed this suit to recover the loan dues from the defendant.

03. In spite of service of summons the defendant did not appear before the court, hence she placed ex-parte.

04. In order to prove the claim, the Manager of the plaintiff bank has examined as PW-1 and produced 05 documents as Ex.P-1 to 5. On the other hand the defendant has not led any defendant evidence.

05. Heard the arguments of counsel for the plaintiff.

06. Based on the above, the following points have arisen for my consideration:

**POINTS**

01. Whether the plaintiff bank proves that the defendant has availed Overdraft loan facility of Rs.15,00,000/- on 26-06-2023 and she has executed necessary documents, but she failed to repay the loan as agreed and defendant is liable to repay the same with agreed interest?

02. What order or decree?

07. My answers to the above issues are as here under:

Point No.1 : In the affirmative,  
Point No.2 : As per the final order  
for the following:

**REASONS**

08. **Point No.1:** This suit is by the plaintiff bank to recover the loan amount of Rs.16,21,673/- from the defendant. According to the plaintiff bank the defendant has obtained the loan amount of Rs.15,00,000/- and executed necessary documents. But failed to repay the loan amount as agreed. In order to prove the claim, the Manager of plaintiff bank has examined as PW-1 and reiterated the plaint averments in his affidavit.

09. Apart from the oral evidence, Ex.P-1 is the application form for loans to micro small and medium enterprises (MSMEs) and Ex.P-2 is the request for overdraft facilities and they disclosing that the defendant has approached the plaintiff bank

for loan of Rs.15,00,000/- for business on 26-06-2023. Ex.P-3 is the cash credit agreement executed by the defendant on 26-06-2023 in favour of the plaintiff bank pertaining to availment of loan facility and it contains the terms and conditions of repayment of the loan. Ex.P-4 is the pronote executed by the defendant and it discloses that the defendant has promised to pay the loan amount of Rs.15,00,000/- with interest. Ex.P-5 is the statement of account. The statement of loan account extract is disclosing that he became the defaulter and still defendant is liable to repay the loan amount. The above oral and documentary evidence are crystal clear that the defendant has availed the loan of Rs.15,00,000/- from the plaintiff bank and agreed to pay the same with interest at the rate of 11.50% p.a. But the defendant has failed to repay the same and become defaulter as per Ex.P-5 the statement of account. Hence the defendant is became the defaulter and liable to pay the said amount.

10. Since the defendant has been placed ex-parte, the evidence of PW-1 remained unchallenged. Accordingly this court has no hesitation to accept the evidence of PW-1. On the basis of the said evidence plaintiff bank has successfully proved the loan availed by the defendant and she has not repay the same. Since the defendant has borrowed the loan from the plaintiff bank, she is liable to repay the same as prayed for by the plaintiff bank. Hence, I answered **Point No.1 in the affirmative**.

11. **Point No.2:** In view of the above discussion, I proceed to pass the following:

**ORDER**

The suit of the plaintiff bank is hereby decreed with cost.

The defendant is directed to repay the loan amount of Rs.16,21,673/- within 60 days from the date of this order with current and future interest at the rate of 11% per annum, till its realization.

Draw a decree accordingly.

**(Dictated to the stenographer directly on the computer, typed by her, corrected, then signed and pronounced in the open court on this 09<sup>th</sup> day of March, 2026)**

**ANNEXURE****List of witnesses examined for Plaintiff/s:**

PW-1 : Sri Girish Bagewadi

**List of documents exhibited for Plaintiff/s:**

Ex.P-1 : Loan application  
Ex.P-2 : Request for overdraft facilities  
Ex.P-3 : Cash Credit Agreement  
Ex.P-4 : Pronote  
Ex.P-5 : Statement of account

**List of witnesses examined for Defendant/s:**

-NIL-

**List of documents exhibited for Defendant/s:**

-NIL-