

KAVN200012592025



**IN THE COURT OF THE SENIOR CIVIL JUDGE AND JMFC
KUDLIGI**

**PRESENT : SRI. YOGESHA. J., B.A., LL.B.,
SENIOR CIVIL JUDGE AND JMFC., KUDLIGI.**

DATED THIS 22ND DAY OF APRIL, 2026

O.S. No. 156/2025

PLAINTIFF

The Manager Sudheer Kumar Bacha,
S/o Ashok Bacha, Aged 36 years,
Represented by its Karnataka Gramina Bank,
Kottur Branch, Kottur Taluk and Town,
Vijayanagara District.

(By Sri B. Nagana Gouda, Advocate)

V/s

DEFENDANTS

1) Kenchamma,
W/o Late Thindappa, Aged 64
years, Agriculturist,
R/o Haralu Village,
Kottur Town and Taluk,
Vijayanagarra District.

2) K. Dodda Basavanagouda,
S/o K. Basavanagouda, Aged 50
years, Agriculturist, R/o Haralu
Village, Kottur Town and Taluk,
Vijayanagara District.

(Exparte)

Date of Institution of suit	21.07.2025						
Nature of the suit	Recovery of money						
Date of commencement of recording evidence	20.02.2026						
Date of closure of recording evidence	20.02.2026						
Date of pronouncing judgment	22.04.2026						
Duration	<table border="0"> <tr> <td><u>Years</u></td> <td><u>Months</u></td> <td><u>Days</u></td> </tr> <tr> <td>00</td> <td>09</td> <td>01</td> </tr> </table>	<u>Years</u>	<u>Months</u>	<u>Days</u>	00	09	01
<u>Years</u>	<u>Months</u>	<u>Days</u>					
00	09	01					

JUDGEMENT

Plaintiff Bank has filed this suit to recover a sum of Rs. 9,08,045/- with interest at the rate of 14.75% p.a. from 03.07.2025 till realization and for costs from the defendants.

2. Plaint averments in brief is that the husband of defendant No.1 being the borrower and the father of defendant No.2 being the guarantor/co-obligant have

approached the plaintiff bank with an application for sanction of agricultural crop loan for a sum of Rs.5,00,000/- on 09.05.2015, but the husband of defendant No.1 and father of defendant No.2 have received the said amount on the same day offering the landed properties bearing 1) Sy.No. 631/1 measuring 6.46 acres, 632/b measuring 0.24 acres situated at K. Ayyanahalli Village, Kottur Taluk and these properties are simple mortgaged in favour of the plaintiff Bank on 09.05.2015 and as a security for the said loan. In consideration of these loan application, the plaintiff Bank agreed to advance the said loan to the said defendants for an extent of Rs.5,00,000/- on 09.05.2015 under Loan Account No. KCC Loan No. 10707131011933 and now it has change as 70715354038517 under the RBI scheme with a condition to repay the same with interest at 14.75% above the RBI rate with a minimum of compound yearly rests from the date of loan on consonance with Head Office directions or as specified from time to time by notice in writing in event of default in payment of any of installments as per the terms stipulated with interest at over due rate of interest at 2% above the rate off interest charged repayable within 5 years. The defendant No.1 has availed the loan of Rs.5,00,000/- and executed request for agricultural over draft facility, KCC

undertaking letter of variation of interest, agreement cum deed of hypothecation for agricultural loan on 09.05.2015 and hypothecation of crops grown in the above said lands. The defendant No.1 has also agreed regarding the waiving of notice of variation in rate of interest on loan and advances from time to time as revised by the Head Office. The defendant No.1 has also produced the agreement cum deed of hypothecation dt: 09.05.2015 and agreed the terms and conditions of the Bank. The defendant No.2 has also executed the document on 09.05.2015 and offered himself to stand as co obligant for the loan advanced by the defendant No.1. The defendant No.2 has executed covenants of co obligant on 09.05.2015 and agreed the terms and conditions of the Bank. Both the defendants have admitted their liability jointly and severally on 17.02.2018, 02.05.2020, 12.04.2023 and undertaken that their liability by full repayment of the loan with interest. But the defendants have not paid the regular installments and not paid bank loan amount with interest. Therefore, plaintiff Bank approached and requested to repay the said loan amount with interest, but husband of defendant No.1 has given one or other reasons and postponed the same. Now, the defendant No.1's husband died. Thereafter, plaintiff bank approached the legal heirs i.e., defendant No.1 and 2,

but they failed to discharge the same. After the death of husband of defendant No.1, the defendant No.1 and 2 are the succeeding estate and liabilities of deceased defendant Hence, the defendants are liable to discharge the said loan as sole legal heirs. Defendants are now, liable to pay Rs. 09.08.045/- as on the date of filing of the suit.

3. Defendants in spite of service of suit summons, remained absent before the Court and placed exparte.

4. In order to prove its case, the Manager of the Branch of the plaintiff Bank, got examined himself as P.W-1 and the documents produced by him is marked as Ex.P-1 to 10.

5. Heard the learned counsel appearing for the plaintiff and perused entire records.

6. Under the circumstances, following points arises for consideration:

POINTS

1. Whether the plaintiff Bank proves that the husband of defendant No.1

being the borrower and defendant No.2 being the guarantor have availed loan of Rs. 5,00,000/- on 09.05.2015 for growing of crops as agricultural KCC Loan under Loan Account No. 10707131011933 now changed as 70715354038517 by executing the loan loan documents agreeing to repay the same with interest at the rate of 14.75% p.a. and penal interest?

2. Whether the plaintiff Bank proves that the main borrower i.e., husband of defendant No.1 and defendant No.2 have failed to repay the loan amount as agreed and that now, the defendant No.1's husband died and defendant No.1 and 2 who are the succeeded to the estate of deceased and they were in due for a sum of Rs. 9,08,045/- as on the date of filing of the suit?

3. Whether the plaintiff Bank is entitled to the relief as sought for?

4. What Order or decree ?

7. The points framed for consideration are answered as under:

- Point No.1: In the Affirmative
Point No.2: In the Affirmative
Point No.3: Partly in the Affirmative.
Point No.4: As per final order, for the following:

REASONS

8. **POINT No.1**:- In order to prove the case of the plaintiff, P.W-1 in his affidavit filed in lieu of examination-in-chief has reiterated the plaint averments. He has produced the documents such as Loan application, Loan sanction letter, Simple Mortgage Deed, Revival Letters, Legal Notice copy, unserved postal articles, Loan Account Extract as per Ex's.P-1 to P-10.

9. On perusal of the oral and documentary evidence, it appears that the husband of defendant No.1 being the main borrower and 2 being the borrower and guarantor had availed loan of Rs. 5,00,000/- from the plaintiff Bank on 09.05.2015 by executing necessary documents as

stated above as per Ex.P-1 to 3 and agreeing to repay the borrowed sum with interest at the rate of 14.75% p.a.

10. Further, the said defendants had executed the Revival letters as per Ex.P-4 to 6 on 17.02.2018, 02.05.2020, 12.04.2023 by confirming the balance outstanding in their account. After the death plaintiff-bank approached the legal heirs i.e., defendant No.1 and 2, but they failed to discharge the same. After the death of husband of defendant No.1, the defendant No.1 and 2 are the succeeding estate and liabilities of deceased defendant. Hence, the defendants are liable to discharge the said loan as sole legal heirs. Even when the defendants failed to make the payments to the Bank, the plaintiff got issued a legal notice to the defendant as per Ex.P-7, the said notices were issued under a postal covers to the defendants as per Ex.P-8 and 9 which are the unserved postal articles but not chosen to repay the same nor replied the legal notice. As per Ex.P-10 Account Extract, wherein it shows that as on 03.07.2025 the defendants were in due for a sum of Rs. 9,08,045/-. The defendants have failed to discharge the loan with interest in spite of repeated demands and issuance of notice. Hence the

defendants are liable to discharge the loan availed with interest till recovery of the same. As on the date of filing of the suit, there was in due for a sum of Rs.9,08,045/- with interest at the rate of 14.75% p.a, and same is shown in the Account extract.

11. Though, defendants were served with the suit summons, they failed to appear before this Court and did not contest the claim of the plaintiff Bank in any manner. Considering the oral and documentary evidence placed on record by the plaintiff Bank and in the absence of any contrary evidence whatsoever, it is held that plaintiff Bank has proved the point No.1 framed for consideration. Accordingly, point No.1 is answered in the affirmative.

12. **POINT No. 2:-** According to the plaintiff Bank as on the date of filing of the suit, defendants were in due for a sum of Rs.9,08,045/- and interest thereon till the date of filing of the suit. This calculation is based on interest at the rate of 14.75% p.a. Accordingly, Point No. 2 is answered in the Affirmative.

13. **POINT No.3:-**In view of answering the points No.1 and 2 as above, suit is to be decreed. As the loan

borrowed by the defendants is for agricultural crop loan under KCC Loan. However, plaintiff Bank is entitle to future interest at the rate of 6% p.a. only on the principal amount of Rs.5,00,000/- from the date of the suit till realization. Accordingly Point No.3 is answered as partly in the Affirmative.

14. **POINT No.4:-** In view of answering the Points No.1 to 3 as above, the suit of the plaintiff is to be decreed with costs. The defendants No.1 and 2 who are none other than the wife and son as well as guarantor of deceased Thindappa are jointly and severally are directed to pay the said amount to the plaintiff bank within 6 months. Further in the event of defendants failure to repay the said amount within six months, the plaintiff-bank may be held entitled to realize the same by sale of mortgaged properties and the said plaintiff-bank may also be entitled to proceed personally against defendant, if sale proceeds of mortgaged properties are insufficient to satisfy the decree. Hence, I proceed to pass the following :

ORDER

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

Defendants No.1 and 2 are jointly and severally liable to pay suit loan amount of Rs.9,08,045/- to plaintiff and the future interest at the rate of 6% per annum on the principal loan amount of Rs.5,00,000/- from the date of suit, till it's realization, which shall not be later than six months from the date of this order.

In the event of failure of defendants to pay the decretal amount with interest to the plaintiff Bank, the plaintiff is entitled to recover the decretal amount by sale of plaintiff schedule property. Further in case, the sale proceeds become insufficient to satisfy the claim, the plaintiff bank is at liberty to proceed against defendants.

Draw preliminary decree accordingly.

(Dictated to the Stenographer directly on computer, computerized by him, corrected and signed by me and then pronounced in the open court on this the 22nd day of April, 2026)

(YOGESHA. J)
Senior Civil Judge & JMFC,
Kudligi

ANNEXURE

LIST OF WITNESSES EXAMINED FOR PLAINTIFF

P.W-1 : Sudheer Kumar Bacha

LIST OF DOCUMENTS MARKED FOR PLAINTIFF

Ex.P-1 : Loan Application

Ex.P-2 : Loan Sanction Letter

Ex.P-3 : Regd. Simple Mortgage Deed

Ex.P-4 to 6 : Revival Letters

Ex.P-7 : Legal Notice copy

Ex.P-8 & 9 : unserved postal article

Ex.P-10 : Account Extract

LIST OF WITNESSES EXAMINED FOR DEFENDANTS

-Nil-

LIST OF DOCUMENTS MARKED FOR DEFENDANTS

-Nil-

(YOGESHA. J)
Senior Civil Judge & JMFC,
Kudligi

(Order pronounced in the open court)
(Vide separate Judgment)

ORDER

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

Defendants No.1 and 2 are jointly and severally liable to pay suit loan amount of Rs.9,08,045/- to plaintiff and the future interest at the rate of 6% per annum on the principal loan amount of Rs.5,00,000/- from the date of suit, till it's realization, which shall not be later than six months from the date of this order.

In the event of failure of defendants to pay the decretal amount with interest to the plaintiff Bank, the plaintiff is entitled to recover the decretal amount by sale of plaint schedule property. Further in case, the sale proceeds become insufficient to satisfy the claim, the plaintiff bank is at liberty to proceed against defendants.

Draw preliminary decree accordingly.

(YOGESHA. J)
Senior Civil Judge & JMFC,
Kudligi