KAVN300000942026

IN THE COURT OF CIVIL JUDGE & JMFC.,

AT: HAGARIBOMMANAHALLI

DATED THIS THE 14th DAY OF JULY 2026

:**PRESENT**:

SRI.**SAYED MOHIUDDIN URF KHAWAJA PEERAN**.,BA.LLB., (Spl.)
CIVIL JUDGE & JMFC., HAGARIBOMMANAHALLI.

O.S.No.24/2026

PLAINTIFF/s	**:**	**Pragathi Gramina Bank,** is a body corporate constituted under the Regional Rural Banks Act, 1976 and the same is renamed as Karnataka Gramina Bank having its Head office at Bellary and having many branches at various places and one such branch situated at Hampapattana Village in H.B.Halli Taluk, by its Manager Sri.D.Santhoshkumar S/o Baburao, aged about 32 years, Karnataka Graminaa Bank, Hampapattana Branch, H.B.Halli Taluk, Vijayanagara District).

(Rep. by Sri.***K.J.***, Advocate.)

V/s

Defendants/s	**:** 1)	**Sri. Mallikarjuna Meti** **S/o Sanna Kariyappa,** Aged about: 39 years, Occ: Agriculturist,

2) **Sri. Somanna Thalimarada**
S/o Durugamma,
Aged about: 44 years, Occ: Agriculturist,

Both are R/o Magimavinahalli Village,
H.B.Halli Taluk, Vijayanagara District.

(**Exparte**)

Date of institution of the suit	**20-01-2026**	
Nature of the suit	**RECOVERY OF MONEY**	
Date of commencement of recording of evidence	**22-04-2026**	
Date on which the Judgment was pronounced	**14-07-2026**	
TOTAL	**Year**	**Month**	**Day**
	0	**5**	**24**

SAYED MOHIUDDIN URF KHAWAJA PEERAN S P

Digitally signed by SAYED MOHIUDDIN URF KHAWAJA PEERAN S P
Location: Civil Judge and JMFC, H.B.Halli
Date: 2026.07.30 15:38:34 +0530

(SAYED MOHIUDDIN URF KHAWAJA PEERAN)
CIVIL JUDGE & JMFC., HAGARIBOMMANAHALLI.

JUDGMENT

The plaintiff-bank has filed the present suit against the defendants for recovery of a sum of **Rs.4,92,360/-** along with interest at the rate of 14% per annum from the date of suit till realization.

2. According to the plaintiff-bank, the defendant No.1 has approached the plaintiff bank for agricultural crop loan. On 01.03.2018 the defendant No.1 has borrowed the loan of

Rs.2,00,000/- from the plaintiff bank and agreed to repay the same along with interest at the rate of 12% per annum and in default of payment over due rate of interest 2% per annum. The defendant No.2 was the co-obligant, the defendants have executed the necessary loan documents in favour of the plaintiff bank and agreed to the terms and conditions of the plaintiff bank. After availing the loan the defendants have not repaid the same. Inspite of repeated request and demands made by the plaintiff bank the defendants have not repaid the said loan amount. Finally the plaintiff bank has issued legal notice dated 14.05.2024 requesting the defendants to repay the said loan amount. Inspite of that the defendants have not repaid the said loan amount. Therefore, the defendants are jointly and severally liable to repay the loan amount Rs.4,92,360/- with interest at the rate of 14% per annum. Hence, the plaintiff-bank has filed the present suit and prays to decree the same.

3. After registration of the suit, suit summons was issued to the defendants. The defendants served with the same. In response to the same the defendants have not appeared before the Court and proceeding made exparte.

4. The plaintiff-bank in order to prove the case, the Manager of the plaintiff bank examined as PW1, and got marked documents Ex.P.1 to Ex.P.16. On the other hand, the defendants have not appeared before the Court and proceeding made exparte.

5. Heard the arguments and perused the records.

6. The following points arise for my consideration:-

1. **Whether the plaintiff-bank proves that on 01.03.2018 the defendant No.1 had borrowed the crop loan of Rs.2,00,000/- from the plaintiff bank and the defendant No.2 was the co-obligant, both the defendants have executed the necessary documents in favour of the plaintiff-bank?**
2. **Whether the plaintiff-bank proves that the defendants have failed to repay the loan amount with interest as per the terms and conditions of the plaintiff-bank and liable to pay Rs.4,92,360/- with interest at the rate of 14% per annum?**

3. Whether the plaintiff-bank is entitled for the relief as sought for?

4. What Order or decree?

7. My answer to the above points are 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 the final order for the following:-

REASONS

8. **Point Nos.1 to 3** :-As the facts involved in point Nos.1 to 3 are interlinked together, hence they are taken up together for common consideration.

9. The plaintiff-bank has filed the present suit against the defendants for recovery of a sum of Rs.4,92,360/- along with interest at the rate of 14% per annum. In order to prove the case of the plaintiff-bank, the Manager of the plaintiff-bank has examined before the Court as PW1, his examination-in-chief has been filed by way of affidavit, he has reiterated the plaint averments, and the plaintiff-bank has produced the documents Ex.P.1 to Ex.P.16. Loan application Ex.P.1. Particulars of Co-obligant/guarantor Ex.P.2. Memorandum of agreement for agricultural loans Ex.P.3. Co-obligant/guarantor Ex.P.4. Loan sanction conveying letter Ex.P.5. Letter of undertaking Ex.P.6. application for PKKCC-RUPAY ATM–DEBIT CARD Ex.P.7. Request for agricultural overdraft facilities Ex.P.8. Letters of revival Ex.P.9 and Ex.P.10. Office copy of the legal notice dated 14.05.2024 Ex.P.11. Postal Receipts and Postal Acknowledgments Ex.P.12 to Ex.P.15. Bank statement of the defendant No.1 Ex.P.16.

10. Specific case of the plaintiff-bank is that, the defendants have approached the plaintiff bank and defendant No.1 had borrowed the loan of Rs.2,00,000/-, the defendant No.2 was the co-obligant, the defendants have executed the necessary loan documents and agreed to repay the said amount as per the terms and conditions of the plaintiff bank. After availing the loan the defendants are failed to repay the said loan amount thereby they are liable to pay suit claim to the plaintiff bank. Finally, the plaintiff bank had issued legal notice dated 14.05.2024 to the defendants calling upon the defendants to repay the loan amount. Inspite of that the defendants have not repaid the loan amount.

11. I have perused the oral and documentary evidence adduced by the plaintiff-bank. I have perused the Ex.P.1 to Ex.P.16 as explained above in detail. On going through the same it discloses that, the defendant No.1 and 2 have availed the agricultural crop loan of Rs.2,00,000/- from the plaintiff bank and agreed to repay the said loan amount with interest at the rate of 12% per annum and default interest of 2% per annum. Further it reveals that they have agreed to the terms and conditions of the plaintiff-bank. As per Ex.P.16 bank statement of defendant No.1 as on 29.12.2025 the defendants are liable to pay of Rs.4,88,878.70/- to the plaintiff bank. The entire materials available on record it clearly goes to show that, the plaintiff-bank has filed the suit after exhausting all the remedies. The oral and documentary evidence of the

Manager of the plaintiff-bank and exhibits corroborates together, there is no reason to disbelieve the documents produced by the plaintiff-bank. The entire contention of the plaintiff-bank and the oral and documentary evidence lead by PW1 is remained unchallenged and un-rebutted. On perusal of the records it clearly discloses that the defendants are liable to pay a sum of Rs.4,92,360/- to the plaintiff bank. The plaintiff-bank is claiming the interest over the said amount at the rate of 14% per annum. As per the plaintiff bank the defendants have availed agriculture crop loan, if the interest is awarded at the rate of 6% per annum from the date of filing of the suit till realization of entire amount it would meets the ends of justice. Inspite of service of summons the defendants have not appeared before the Court and proceeding made exparte, conduct of the defendants itself clearly goes to shows that they have admitted the claim of the plaintiff-bank. Hence, I answered Point No.1 in the **Affirmative** and **Point No.2 and 3** in the **Partly Affirmative.**

12. Point No.4:- For the aforesaid reasons and discussions made above, I proceed to pass the following:

O R D E R

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

2. The defendants are liable to pay a sum of Rs.**4,92,360**/- (Four Lakhs Ninety Two Thousand Three Hundred and Sixty Rupees Only) to the plaintiff-bank along with interest at the rate of 6% per annum from the date of filing of the suit till realization of entire amount.

3. The defendants are directed to pay the above said amount within three months from the date of the decree.

4. Draw decree accordingly.

*Dictated to the Stenographer, transcribed & computerized by her, transcript revised & corrected by me, and then pronounced in the open Court on this the **14th DAY OF JULY 2026.***

SAYED MOHIUDDIN URF KHAWAJA PEERAN S P

Digitally signed by SAYED MOHIUDDIN URF KHAWAJA PEERAN S P
Location: Civil Judge and JMFC, H.B.Halli
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(SAYED MOHIUDDIN URF KHAWAJA PEERAN)
CIVIL JUDGE & JMFC., HAGARIBOMMANAHALLI.

ANNEXURE

The list of witnesses examined on behalf of plaintiff-bank:-

P.W.1 : Sri.D.Santhoshkumar S/o Baburao

The list of documents exhibited on behalf of the plaintiff-bank:-

Ex.P.1 : Loan application.

Ex.P.2 : Particulars of Co-obligant/guarantor.

Ex.P.3 : Memorandum of agreement for crop loans.

Ex.P.4 : Co-obligant/guarantor

Ex.P.5 : Loan sanction conveying letter

Ex.P.6 : Letter of undertaking

Ex.P.7 : Application for PKKCC-RUPAY ATM–DEBIT CARD

Ex.P.8 : Request for agricultural overdraft facilities

Ex.P.9 & 10 : Letters of revival

Ex.P.11 : Office copy of legal notice dated 14.05.2024.

Ex.P.12 to 15 : Postal receipts and postal acknowledgements.

Ex.P.16 : Bank Account statement of defendant No.1.

The list of witnesses examined on behalf of defendants:-

- NIL -

The list of documents exhibited on behalf of defendants: -

- NIL

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