



**IN THE COURT OF SENIOR CIVIL JUDGE & JMFC.**  
**HARAPANAHALLI.**

Present: **Smt. Usha Rani R., B.A.L., LL.M.**  
Senior Civil Judge & JMFC.,  
Harapanahalli.

**Dated this the 6<sup>th</sup> day of March 2026**

**Original Suit. No. 10/2023**

**Between:**

ICICI Bank Limited, a body Corporate incorporated and registered under the Indian Companies Act, 1956 and licensed as a Bank under the Banking Regulation Act, 1949, having Registered Office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007, Gujarat, India and having its Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 and amongst others having its branch office at : Ground Floor, No.150/4, Aradhya Enclave, P.B.Road, Davanagere through Authorized Officer, Manager Mr. Lokesh Shankar Patankar S/o Shankar.

... **PLAINTIFF**  
**(By Sri GSS, Adv.,)**

**-V/s-**

1. Sri. Umesh S S/o Shivanayka aged about 29 years,
2. Sri.Shivanaika S/o Hobyanaika, aged about 65 years,
3. Smt. Somalavva W/o Hobyanaika, aged about 80 years,
4. Smt. Lakshmi Bai W/o Shivanaik, aged about 57 years,

All are R/o Chennahalli village, Harapanahalli taluk,  
Davanagere district.

... **DEFENDANT No.1,2 4 by Sri.B.R.G., Advocate  
(Defendant No.3 dead )**

Date of institution of the suit : 09.01.2023  
Nature of the suit : Recovery of Money  
Date of commencement of  
Evidence : 10.02.2026  
Date of pronouncement of  
Judgment : 06.03.2026  
Duration : Year Months Days  
2 6 5

(Smt. Usha Rani R.)  
Senior Civil Judge & JMFC,  
Harapanahalli.

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

This is a suit of recovery of money. The plaintiff bank has filed the suit against the defendant No. 1 to 4 for the recovery of amount of Rs.5,56,132/- with interest at the rate of 18% p.a compounded with half yearly rests from the date of the suit till realization.

2. **The brief averments of the plaint are as follows:**

The plaintiff bank is a Public Limited Company incorporated under the Companies Act, 1956 and is a Scheduled Bank within

the meaning of the Banking Regulation Act, 1949, having its Registered Office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390007, Gujarat, India and having its Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 and amongst others having its branch office at Davanagere. The present plaintiff since is a juristic and legal personality having no independent existence has preferred this present suit through Lokesh Shankar Patnakar S/o Shankar, who is the officer and a Power of Attorney Holder of the plaintiff Bank represent the plaintiff Bank. That, Lokesh Shankar Patnakar S/o Shankar, one of the authorized representatives of the plaintiff bank and is fully conversant with the facts of the case as per information received and derived from the records and the books of the plaintiff Bank, maintained in usual and ordinary course of business. Lokesh Shankar Patnakar S/o Shankar, is duly authorized, empowered and competent to sign and verify the pleadings for and on behalf of the plaintiff Bank, institute the suit in the Court, prosecute the suit and to do all acts, deeds in general for due prosecution of the suit.

3. The plaintiff bank is engaged, inter-alia, in the business of rendering Kisan Credit Card/ Over Draft facilities, in the form of half yearly/ yearly payment of interest / principle amount to the intending borrowers. In the course of its financial service it had introduced KCC(Kisan Credit Card) / Over Draft Facilities to its customers.

4. The defendants are stated to have approached the plaintiff's bank and requested to finance/credit assistance the Kissan credit card/ overdraft scheme. Considering the needs of defendants the plaintiff bank on 25.09.2017 sanctioned loan under crop Kisan credit card/Over draft account bearing No. 384051000062 to the tune of Rs.5,90,000/-. The defendants utilized the said loan amount for the purpose of crop cultivation. The defendants had agreed to repay the credit facility amount installments with agree interest and other charges applicable term of the Kisan Credit Card/ Over Draft agreement and other related documents. If the amount of utilization with applicable interest is not paid within the agreed repayment terms, then the over due charges and other applicable penal charges would be levied on the due amount of the defendants.

5. To secure the amount of Kisan Credit Card/ Over facility, the defendants executed a mortgage deed in respect of the schedule properties in favour of plaintiff bank dated 31.08.2017. The said mortgage is reflected in the encumbrance certificate as on 31.08.2017. The defendants also executed a farmer financing facilities credit facility application form dated 10.07.2017 in favour of plaintiff bank agreeing to abide by all the terms and condition therein, all interest, commission, costs, charges, expenses and all monies, whatsoever stipulated in or payable by the defendants.

6. Further it is averred that after availing the Kissan Credit Card/ Over draft the defendants have not repaid the

interest or entire outstanding amount or foreclosure of the Kissan Credit Card/ Over draft facility amount or renew the Kissan Credit Card/ Over draft on the due dates, interest, overdue charges and bounce charge were levied on defendants with Kissan Credit Card/ Over draft facility amount. Even after the plaintiff has sent the Demand Notices to the defendants the defendants failed to respond the notice. The plaintiff bank made persistent request to the defendants but they failed to honor the commitments.

7. Thereafter, the plaintiff bank got issued Loan recall notice dated 05.07.2022 and the defendants have failed to repay the loan borrowed. Thus the defendant No.1 to 3 are due to pay an amount of Rs. 6,56,132/- inclusive of penalty, interest in pending Kissan Credit Card/Over draft facilities as on 03.09.2022.

8. After due service of suit summons, the defendant No.1 ,2 and 4 appeared through their counsel but not filed any written statement. During the pendency of the suit defendant No.3 died his name is rounded up. Thereafter this case was posted for the evidence of plaintiff bank.

9. In order to prove the case the plaintiff bank examined its manager as PW.1 and got marked 7 documents as per Ex.P.1 to Ex.P.7.

10. The following points arises for consideration:-

1. *Whether the plaintiff bank proves that, the Defendant No.1 to 4 have borrowed Kisan Credit Card/ Over draft facilities of Rs.5,90,000/- from the plaintiff bank by executing a registered mortgage deed dated 31.08.2017 and they had agreed to pay applicable interest with penal interest ?*
2. *Whether plaintiff bank is entitled for recovery of money due?*
3. *What order or decree?*

11. Heard the arguments and perused the documents on record.

12. My findings to the points are as follows:

*Point No.1 : In the Affirmative*

*Point No. 2 : In the Affirmative.*

*Point No.3 :As per final order for the following:*

### **REASONS**

13. **Point No.1 :-** In order to prove the case the manager of the plaintiff bank Sri. Nithish Kapali himself as PW.1 and he reiterated the plaint averments in his chief examination affidavit and has produced documents which have been marked as Ex.P1 to Ex.P.7.

14. Ex.P.1 is the application form for Farmer Finance facilities – Credit Facility Application form executed by the defendant No.1 to 3. Ex.P.2 is the Hypothecation deed executed by defendant No.1 to 3. Ex.P.3 is the sanction letter issued in favour of Umesha wherein the bank has sanctioned amount of Rs. 5,90,000/-. Ex.P.4 is the Account statement of Umesh S which shows that the defendant no.1 is due to the tune of Rs.6,56,131.77/-. Ex.P. 5 are the six loan recall notices issued by the plaintiff bank to the defendants. Ex.P.6 is the indenture of mortgage executed by defendants and they have executed the mortgage deed in respect of Sy.No.185/A1 measuring 7.45 acres, Sy.No.273D measuring 1.54 acres, Sy.No. 275/4 measuring 2.34 acres and Sy.No. 342/C measuring 5.70 acres situated at Eshapura village in favour of the plaintiff bank for the loan borrowed to the tune of Rs.5,90,000/-. Ex.P.7 is the encumbrance certificate.

15. On careful perusal of these documents, it is clearly forthcoming that the defendant No.1 to 3 had obtained loan of Rs.5,90,000/- under Kissan Credit Card/ Over draft facilities. It is also clear from the contention of the manager (PW-1) that the defendants have not repaid the loan. This contention is not challenged or rebutted by the defendants as they filed to contest the case. PW1 is not cross examination even on legal aspects. There is no rebuttal evidence let.

16. The documentary evidence placed before the court itself discloses that the plaintiff bank had issued Loan recall notices to the defendants to repay the loan before resorting to legal action. In spite of several notices defendants have not bothered to respond or to repay the loan. There is absolutely no reason to doubt or to disbelieve these documents which have presumptive value under the Bankers Book Evidence Act.

17. Further on careful perusal of the account statement Ex.P.4 it goes to show that though the interest was debited regularly the defendants have not paid any amount to the plaintiff bank. Under the light of these facts and circumstances of the case, there is no contradicting version to disprove the claim of the plaintiff bank.

18. The positive evidence adduced by the plaintiff has remained uncontroverted. There is no contradictory versions to disprove the claim of the plaintiff bank. Defendants failed to disprove the plaintiff's claim as they choose not to file written statement or cross examine PW1 and the signatures are not disputed. As a result, I hold that the plaintiff bank has convincingly established the defendants are due for the claimed amount.

19. Thus there is no necessity to discuss further and it can be rightly concluded that the defendants agreed to repay the loan at the rate of 18% per annum. With these observations, I

hold that the plaintiff bank has successfully proved point No. 1 in the Affirmative.

20. **Point No.2:-** From the above observations and discussions it is crystal clear that the defendants no 1, 2 and 4 are liable to pay a sum of Rs. 6,56,132/- to the plaintiff bank with 18 % interest till date of filing of the suit. In default the plaintiff bank is at liberty to proceed as against the mortgaged properties and realize the due amount. Defendant No.1,2 and 4 are liable to repay the loan. Hence I answer point No.2 in the affirmative.

21. **Point No.3 :-** In the result and for the foregoing reasons I proceed to pass the following;

### **O R D E R**

The suit of the plaintiff bank is decreed with costs.

Defendant No.1,2 and 4 are liable to pay Rs. 6,56,132/- with interest at the rate of 18% per annum from the date of the filing of the suit till recovery.

In default the plaintiff bank is at liberty to proceed against the mortgaged property in Sy.No.185/A1 measuring 7.45 acres, Sy.No273D measuring 1.54 acres, Sy.No. 275/4 measuring 2.34 acres and Sy.No. 342/C measuring 5.70 acres situated at Eshapura village to realize the due amount.

Draw preliminary decree accordingly.

(Directly computerized by the typist to my direct dictation, corrected & pronounced by me in open Court on this the 6<sup>th</sup> day of March 2026)

**(Smt. Usha Rani R.)**  
Senior Civil Judge & JMFC,  
Harapanahalli.

**ANNEXURE**

**List of witnesses examined for Plaintiff:**

PW1 : Sri.Nithish Kapali

**List of documents marked for Plaintiff:**

Ex.P1 : Farmer financing facilities credit facility form  
Ex.P.2 : Hypothecation deed  
Ex.P.3 : Sanction letter  
E.P.4 : Account statement  
Ex.P.5 : Loan recall notice  
Ex.P.6 : Mortgage deed  
Ex.P.7 : Encumbrance certificate

**List of witnesses examined / documents marked for the defendants:**

-Nil-

(Smt. Usha Rani R.)  
Senior Civil Judge & JMFC,  
Harapanahalli.