

KAYG210007582022



**IN THE COURT OF THE SENIOR CIVIL JUDGE &  
JMFC., SHAHAPUR.**

Present: **Smt.Hema Pastapur, B.A., LL.B.**  
**Senior Civil Judge and JMFC, Shahapur.**

**O.S.No.244/2022**

**Dated this 07<sup>th</sup> day of March - 2026**

**Plaintiff :-** Karnataka Bank a body of Corporate  
Constitute under Banking companies  
Acquisition and transfer under taking  
Act. 1969. Head office at Bangalore,  
and Branch at Shahapur, represented  
by the Manager Canara Bank  
Shahapur, Dist. Yadgir.

**(By Sri. R.N.D., Advocate)**

**Versus.**

**Defendant :-** Siddalingreddy S/o Marigouda,  
Age: 42 years, Occ: Agri, R/o  
Madarkal, Tq: Shahapur, Dist. Yadgir.

**(Exparte)**

Nature of the suit	Recovery of Money.		
Date of institution of the suit	03.09.2022		
Date of commencement of evidence	03.03.2026		
Date of closing of evidence	03.03.2026		
Date of disposal	07.03.2026		
Total duration	Year/s	Month/s	Day/s
	03	06	04

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

That, the plaintiff - Bank has instituted the present suit for Recovery of money.

**Facts of the case are as under :-**

1. That, the defendant on 06.11.2012 had availed from the plaintiff -bank a sum of Rs.76,000/- as a gold loan and agreed to repay the same with interest at the rate of 9.75% per annum and penal interest at the rate of 2% per annum and compounded respectively monthly rest the value received and executed the application cum letter of pledge for O.D loan against gold jewelry in favour of the plaintiff - Bank and the plaintiff bank had opened in his name the Account No.0569842011159.

2. That, the defendant after availing the said loan amount had failed to repay the same and had executed the acknowledgment of debts in favour of the plaintiff bank dated:- 21.09.2015, 03.08.2018 and 02.08.2021.

3. That, the defendant on 13.06.2014 had availed from the plaintiff bank a sum of Rs.4,00,000/- for

agriculture development and agreed to repay the said loan amount with interest at the rate of 12.95% per annum compounded respectively monthly rest the value received and also agreed to pay the interest 2% per annum as a penal interest and had mortgaged in favour of the plaintiff bank the land bearing Sy.No.96 measuring 04 acres 34 guntas, situated at Madarkal village, Tq: Shahapur, Dist. Yadgir and also executed the registered Simple Mortgaged deed document bearing No.1442/2014-15 dated:- 04.06.2014 and the plaintiff bank had opened in his name the Account bearing No.0569883008136.

4. That, the defendant after availing the said loan amount had failed to repay the said loan amount to the plaintiff bank and executed the acknowledgment of debts on 10.06.2017 and 08.06.2020.

5. That, the defendant had availed a sum of Rs.81,000/- from the plaintiff bank on 07.08.2014 as a crop loan and agreed to repay the same with interest at the rate of 11.20% per annu compounded respectively

monthly rest the value received and interest at the rate of 2% per annum and the plaintiff bank had opened in his name the Account No.0569840009164.

6. That, the defendant after the availing the said loan amount had failed to repay the same and executed the acknowledgment of debts on 06.08.2017 and 05.08.2020. That, the defendant inspite of executing the said acknowledgment of debts had failed to repay the entire loan amount to the plaintiff bank. Hence, the plaintiff bank has knocked the doors of justice.

7. That, on suit summons being served, the defendant has failed to appear before this Court and he is placed as exparte.

8. That, I have heard the arguments and perused the materials placed on record. That, the following points arise for My consideration and determination :-

1. Whether the plaintiff - Bank has proved that, the defendant had availed from the Bank the said loan amount by executing the documents and thereafter, failed to repay the same ?

2. Whether the plaintiff - Bank is entitled for the suit claim ?

3. What order or decree?

9. That, the plaintiff - Bank to demonstrate its aforesaid contentions has got examined its Manager - Shri. Virupanagouda Patil S/o Chandrakanth Patil as PW.1 and got marked the documents at Exs.P.1 to 14 and closed its side.

10. That, My answer to the aforesaid points are as under :-

Point No.1:- In the **AFFIRMATIVE**

Point No.2:- In the **AFFIRMATIVE**

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

### **REASONS**

11. **Points No.1 and 2:-** That, as these points are connected together, I have taken them for joint discussion to avoid repetition of facts. That, the PW.1 in his chief affidavit has reiterated the plaint averments and got marked the documents at Exs.P1 to 14. That, the Ex.P1 is the Loan Application moved by the plaintiff - Bank and Exs.P2 to 4, 10, 11, 13

and 14 are the Revival letters. That, the Ex.P5 is the Bank Statement of defendant for the period of 01.01.2002 to 12.07.2022. That, the Ex.P8 is the another Bank Statement of defendant for the period of 01.01.2002 to 28.07.2022 and Ex.P12 is the another Bank Statement of defendant for the period 01.07.2002 to 13.07.2022. That, the Ex.P6 is the Agreement and Ex.P7 is the certified copy of registered Simple Mortgage deed. That, the Ex.P9 is the Agreement of Hypothecation.

12. It is pertinent to note here that, in present case as stated above the defendant has not appeared before this Court and contested the matter. That, from the pleadings of the plaintiff – Bank and oral or documentary evidence adduced by it, it clearly appears that the defendant had availed the said loan amount by executing the documents and lateron, failed to repay the same to the bank. That, in absence of any contra evidence there is no reason to disbelieve the contentions of the plaintiff – Bank.

That, the plaintiff – Bank is entitled for the suit claim.

Hence, points No.1 and 2 are answered in the

**AFFIRMATIVE.**

13. **Point No.3:-** That, as discussed on points No.1 and 2, I proceed to pass the following :-

**ORDER**

That, the suit of the plaintiff - Bank is decreed with cost.

That, the plaintiff - Bank is entitled to recover from the defendant a sum of Rs.5,47,093/- with interest at the rate of 11.20% per annum from the date of suit till realization.

That, if the defendant fails to repay the said loan amount then the plaintiff -Bank is entitled to recover the same from by selling the mortgaged property i.e., land bearing Sy.No.96 measuring 04 acres 34 guntas, situated at Madarkal village, Tq: Shahapur, Dist. Yadgir.

That, draw the decree accordingly.

(Dictated to the stenographer, typed by her, corrected and then signed and pronounced by me in the open Court on this 07<sup>th</sup> day of March - 2026)

(Hema Pastapur)  
Sr. Civil Judge and JMFC,  
Shahapur.

**ANNEXURE**

**List of witnesses examined on behalf of plaintiff bank:-**

PW.1 Virupanagouda Patil S/o Chandrakanth Patil.

**List of documents marked on behalf of plaintiff bank:-**

Ex.P.1 : Loan Application.

Exs.P.2 to 4, : Revival letters.  
10, 11, 13 and  
14

Exs.P.5, 8 and : Bank Statements of defendant.  
12

Ex.P.6 : Mortgage of Agreement.

Ex.P.7 : Certified copy of registered Simple  
Mortgage deed.

Ex.P.9 : Agreement of Hypothecation.

**List of witnesses examined on behalf of defendant:-**

NIL

**List of documents marked on behalf of defendant:-**

NIL

(Hema Pastapur)  
Sr. Civil Judge and JMFC,  
Shahapur.