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**IN THE COURT OF ADDITIONAL SENIOR CIVIL JUDGE
AND JUDICIAL MAGISTRATE OF FIRST CLASS, SAGARA**

PRESENT

SMT. DEEPA.K.R, B.A.L, LL.B,
ADDITIONAL SENIOR CIVIL JUDGE AND JUDICIAL
MAGISTRATE OF FIRST CLASS, SAGARA.

DATED THIS THE 09th DAY OF JULY, 2026

ORIGINAL SUIT NO.24/2026

Plaintiff : 1. **Karnataka Grameena Bank
Represented by its Branch
Manager of Thagarthi Branch,
Sagar Taluk, Shivamogga District
PIN:577431**

(By Sri. K.S.A.R., Advocate)

-V/s.-

Defendants : 1. **Mata Swashaya Sangha
Kundur Village, Barur
Sagar Taluk by its Members.**

2. Manjula W/o. Lokesh
Aged about 39 years,
R/o. Kundur Village, Barur Post
Sagara Taluk

3. Honnamma W/o. Yellappa
Aged about 44 years,

R/o. Kundur Village, Barur Post
Sagara Taluk

- 4.** Manjula W/o. Durgappa
Aged about 40 years
R/o. Kundur Village, Barur Post
Sagara Taluk
- 5.** Keriyanamma W/o. Kollappa
Aged about 55 years
R/o. Kundur Village, Barur Post
Sagara Taluk
- 6.** Geetha W/o. Basavarajappa
Aged about 49 years
R/o. Kundur Village, Barur Post
Sagara Taluk
- 7.** Renuka W/o. Nataraja
Aged about 38 years
R/o. Kundur Village, Barur Post
Sagara Taluk
- 8.** Susheelamma W/o. Narayanappa
Aged about 50 years
R/o. Kundur Village, Barur Post
Sagara Taluk
- 9.** Manjamma W/o. Basappa
Aged about 55 years
R/o. Kundur Village, Barur Post
Sagara Taluk
- 10.** Teekamma W/o. Rajappa
Aged about 55 years
R/o. Kundar Village, Baruru
Sagara Taluk
- 11.** Renuka W/o. Chandrappa
Aged about 53 years
R/o. Kundar Village, Baruru
Sagara Taluk

(Ex-Parte)

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Suit filed on : 28.04.2026.
Nature of the suit : Money Suit.
Judgment date : 09-07-2026.
Duration : Years - Months - Days
-00- -02- -11-

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JUDGMENT

1. The plaintiff has filed this suit against the defendants seeking decree for money against defendant for a sum of Rs.10,62,161/- (Rupees Ten Lakhs Sixty-Two Thousand One-Sixty-One Rupees Only) which is due under the on demand promissory note, which was issued by the defendants in favour of plaintiff with future interest at the rate of 14.5% per annum, till realization of amount, for cost and such other reliefs.

2. The brief facts of the plaintiff's case are as under:-

It is the case of the plaintiff that, the defendant No.1 is a Swa Sahaya Sangha, the defendant No. 2 and 3 are the president and secretary of defendant No.1 Sangha and other defendants are its members. The

defendants have approached the plaintiff bank for the purpose of agricultural loan. After the consideration the plaintiff sanctioned an agricultural loan of Rs.6,00,000/- with certain terms and conditions on 06.06.2016. The defendants have executed loan agreement on 06.06.016. The defendant No.2 and 3 executed letter of revival. Further the they also agreeing to repay the amount of Rs. 6,00, 000/- together with interest at 12.50% P.A. compounded yearly and penal interest on overdue amount at 2% p.a. The loan liability with interest is to be paid in equated yearly installments in 5 years. It is the contention of the plaintiff that, after borrowing the amount, the defendants have become chronic defaulters and have not repaid the loan amount as agreed upon; that the defendants have failed and neglected to pay the amount inspite of several repeated demands and requests. However, the defendant has not yet paid the loan amount to the plaintiff and has not received a proper receipt.

Therefore, the said case is a suit filed to recover the above amount and interest.

3. Though due service of summons by this Court, the defendants remained absent. Hence, they were placed ex-parte. Consequently, P.W-1 has not been cross-examined, no contrary evidence has been led by the defendant in order to disprove the oral and documentary evidence of the plaintiff.
4. **On basis of the above pleading the points that arise for my consideration are as follows:-**

POINTS

- (1) Whether the plaintiff proves that, the defendants are due of Rs.6,00,000/- to the plaintiff along with interest as sought?
 - (2) Whether the plaintiff is entitled for the relief as claimed?
 - (3) What Order?
5. In order to prove the suit of the plaintiff, the plaintiff has filed affidavit in lieu of chief-examination and himself examined as P.W-1 and has produced 13 documents, which have been got marked as Ex.P-1 to 13. On the other hand, as the defendant placed ex-

parte, P.W-1 not cross-examined and not produced their side evidence.

6. I have heard the arguments and perused the material available on record.

7. **My findings to the above points are as follow:-**

Point No.1	:	In the Affirmative;
Point No.2	:	Partly in the Affirmative;
Point No.3	:	As per final Order, for the following;

R E A S O N S

8. **POINT NO.1 AND 2:-**

As these points are interconnected with each other, hence, in order to avoid repetition of facts, these points are taken for common discussion.

9. In order to substantiate the case, the plaintiff by name Sujay G.S examined himself as P.W-1. He has produced 13 documents, which have been got marked as Ex.P-1 to 13. Ex.P-1 is the Specimen Card, Ex.P.2 is the Loan Application. Ex.P-2 is he Sanction Letter. Ex.P-3 is the Loan application, Ex.P-

3 is the Resolution, Ex.P.4 is the Articles of Agreement, Ex.P.5 is the inter-say agreement, Ex.P.6 is the loan Sanction letter, Ex.P.7 to 9 are the under taking letters, Ex.P.11 is the legal notice, Ex.P.12 is the office copy of notice and Ex.P.13 is the Computerized Account statement Extract.

- 10.** On perusal of Ex.P-13 i.e. computerized account statement extract, out standing loan amount as on filing of the suit is Rs.10,31,419.34/- (Ten Lakhs Thirty-one Thousand Four Hundred and Nineteen Rupees Thirty Four Paisa Only). Ex.P-13 is having evidentiary value under Banker's Book Evidence Act. Hence in the absence of contra material, the court has to accept the same. Hence court comes to the conclusion that the defendant is due of total amount of Rs.10,31,419.34/- paisa (Ten Lakhs Thirty-one Thousand Four Hundred and Nineteen Rupees Thirty Four Paisa Only). Calculation of interest on their amount till filling of this suit is to be accepted in the absence of contra material on record.

11. Though, due service of summons by this Court defendant has remained absent. Hence, he was placed ex-parte and as such there is no defence set up on behalf of the defendant. In this regard, it would be profitable to refer to the provisions of **Order VIII, Rule 10 of the Code of Civil Procedure, 1908:-**

**Order VIII, Rule 10 of the Code of Civil
Procedure, 1908**

“Procedure when party fails to present written statement called for by Court: Where any party from whom a written statement is required under Rule 1 or Rule 9 fails to present the same within the time permitted or fixed by the court, as the case may be, the court shall pronounce judgment against him, or make such order in relation to the suit as it thinks fit and on the pronouncement of such judgment, a decree shall be drawn up.”

12. The mandate of Order VIII, Rule 10 of the C.P.C have to be adopted in the present case.
13. As the defendant was placed ex-parte, P.W-1 has not been cross-examined, no contrary evidence has been

led by the defendant in order to disprove the oral and documentary evidence of the plaintiff.

14. Hence, it can be concluded that, the execution, validity and authenticity of Ex.P-1 to 13 remained unchallenged. Cumulative fact of all these documents corroborates the testimony of P.W-1. Further, the plaint averments have remained untraversed and oral and documentary evidence adduced by the plaintiff has remained unchallenged. Having regard to the fact that, defendant has not filed written statement, the mandate of Order VIII Rule 10 of the C.P.C would have to be adopted in the present case. Hence, on these grounds Court has to believe the version of plaintiff.

15. It is well settled legal principal that, the payment of agreed rate of interest is a rule and hence, the defendant is liable to pay the agreed rate of interest. As far past interest is concerned it is as per contract. So as per the plaint interest is 14.50% per annum. As far as current interest is concerned, it is discretion

of the Court and as far as future interest is concerned, it shall be as per Section 34 of the C.P.C. So, I am of the view that, interest at the rate of 9% per annum on the principal amount, from the date of the suit till the date of decree and interest at the rate of 6% per annum on the principal amount, from the date of the decree till realization of the said amount is awarded, it would meet the ends of justice.

16. Now looking to the background facts, which are corroborated by the testimony of P.W-1 coupled with the Ex.P-1 to 13, signifies that, defendants are due to the plaintiff a sum of Rs.10,62,161/- (Rupees Ten Lakhs Sixty-Two Thousand One-Sixty-One Rupees Only) along with interest as discussed above. Hence, I answer **Point No.1 and 2 Partly in the Affirmative.**

17. POINT NO.3:-

In view of my findings on the above Point No.1 and 2, I proceed to pass the following:-

ORDER

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

The defendants are jointly and severally liable to pay a sum of Rs.10,62,161/- (Rupees Ten Lakhs Sixty-Two Thousand One-Sixty-One Rupees Only) at the rate of 9% per annum on principal amount from date of the suit till date of decree and with future interest at the rate of 6% per annum, on principal amount from the date of decree till the realization of amount.

The defendants are directed to pay the aforesaid amount within three months from the date of this Order.

Draw decree accordingly.

(Dictated to the Stenographer Grade-III through computer, corrected, signed and then pronounced by me in the Open Court on this the 9th day of July, 2026)

(Deepa.K.R.)
Additional Senior Civil Judge and
Judicial Magistrate of First Class,
Sagara.

ANNEXURE**1. List of witness examined for Plaintiff:-**

P.W-1 : Sujay G.S.

2. List of witness examined for Defendant:-

-- NIL --

3. List of document marked for Plaintiff:-

Ex.P-1 : Specimen Card

Ex.P-2 : Loan application.

Ex.P-3 : Resolution

Ex.P-4 : Article of Agreement

Ex.P-5 : Intersay of Agreement

Ex.P-6 : Loan sanction letter

Ex.P-7 to 9 : Letter of Revival

Ex.P-10 : Under taking letter

Ex.P-11 : Legal notice

Ex.P-12 : Office copy of notice

Ex.P-13 : Computerized copy of back account statement extract.

4. List of document marked for Defendant:-

-- NIL --

(Deepa.K.R.)
Additional Senior Civil Judge and
Judicial Magistrate of First Class,
Sagara.

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