IN THE COURT OF THE PRL.SENIOR CIVIL JUDGE AND CJM,
AT : RAICHUR

Present : Sri. B.T Annapurneshwari
B.A.L.L.B., L.L.M
Prl. Senior Civil Judge & CJM
Raichur.

O.S. NO.36/2026

Dated this the 13th day of July 2026

Plaintiff :- M/S ICICI Bank Limited.
having its registered office at:
Landmark, Race-Course Circle,
Vadodara-390007.
having its head office at and branch office at:
Kubera Palace, Station Road, Raichur
through its authorized representative
Mr. Sudharshan S/o Hanumanth
Aged about 28 Years, Occ: Manager.

(By Sri.Veeresh Sajjan, Advocate.)

V/s

Defendant :-
Mahadevi W/o Shivanna,
Aged about 57 Years,
Residing at Sulthanpur, Tq& Dist: Raichur.

(Ex-parte)

1. Date of Institution of the suit	:	28.01.2026
2. Nature of the suit	:	Suit for recovery of money
3. Date of commencement of evidence	:	19.06.2026

4. Date of the judgment	:	13-07-2026		
		Year/s	Month/s	Day/s
5. Total duration	:	00	05	15

: J U D G M E N T :

This suit is filed for the relief of recovery of sum of Rs.10,91,040.62/- with interest at 18% per annum from the date of 30.04.2025 suit to till its realization.

2. The brief contents of the plaint are as follows:

That, 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, also a scheduled Bank according to the Reserve Bank of India Act, 1934 having its registered office at near Chakil Circle old Padra Road. Vadodara and amongst others having its corporate office at ICICI Bank Towers, Bandra Kurla complex, Bandra Mumbai-400051. 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 services it had introduced KCC (Kisan Credit Card)/Over Draft Facilities to its customers. On 15.09.20l6, the Defendant as Applicant/ Borrower had approached Plaintiff Bank for financial/credit assistance under the said scheme. As such, the Plaintiff Bank sanctioned the credit limit of Rs.7,00,000/- (Rupees Seven Lakhs Only) and later on the same was extended upto aggregate credit limit upto Rs.10,24, 800/- (Rupees Ten Lakhs Twenty-Four Thousand Eight Hundred Only) under Kisan Credit Card/Over Draft account bearing No.048251000522 on 15.11.2016, as per the Registered Mortgage Deed No: 7562/2016-17, Dated: 24.10.2016. Under the agreed terms of the said credit facility, it was permitted to utilize the amount as per the requirement of the borrower to the extent of the limit sanctioned. Out of the total sanctioned limit, the Defendant had utilized the amount to the extent of Rs.10,91,040.62 on 30.04.2025. As per the agreed terms of the credit facility, the interest and other charges would be levied on the total utilization amount of the credit facility. The said facility i.e.. Kisan Credit Card/Over Draft shall be utilized. The said facility i.e., Kisan Credit Card/Over Draft shall be utilized for the purpose of crop cultivation by the Defendant. In turn, the defendant agreed to repay the facility amount by way of HALF yearly/ yearly (whichever is applicable) installments with agreed interest and other charges applicable in 5 years' term of the Kisan Credit Card/Over Draft agreement and other related documents. The repayment of the facility would be based on utilization of the sanctioned amount. The interest also would be charged on the utilization amount only. If the amount of utilization with applicable interest is not paid within the agreed repayment terms, then the overdue charges and other applicable penal charges would be levied on the due amount of the Defendant.

3. That in order to secure the amount of Kisan Credit Card/Over Draft facility, the Defendant executed the necessary documents in favour of the Plaintiff Bank. The Defendant

executed the mortgage deed pertaining to the schedule property in favour of the Plaintiff Bank by way of registered mortgage deed dated 24.10.2016 registered before the Sr. Sub-Registrar of Raichur. The same is also reflected in the Encumbrance Certificate on 24.10.2016. The Plaintiff Bank submits that the Defendant as Applican/Borrower/Co-Applicant/Co-borrower has executed Kisan Credit Card/Over Draft Facility Application Form dated 15.09.2016 in favour of the Plaintiff agreeing to abide by all the terms and conditions therein, be charged with the repayment/payment of the facility, all interest, commission, costs, charges, expenses and all monies, whatsoever stipulated in or payable by the Defendant. The Defendant has signed the aforesaid documents in token of having understood the terms and conditions detailed in the said documents. At the time of availing the Kisan Credit Card/Over Draft facility, Defendant was fully aware of rate of interest, tenure of the facility, equated half yearly/ yearly (whichever is applicable) installments, interest of the Kisan Credit Card/Over Draft facility along with other details, as the same were clearly explained to them. Based on the same, the Kisan Credit Card/Over Draft Facility Application Form dated 15.09.2016 with other related documents was executed by the Defendant. The copy of documents entered at the time of availing the Kisan Credit Card/Over Draft facility was provided to Defendant. In terms of the said document, Defendant had agreed to make timely & regular repayment of HALF YEARLY/ YEARLY (whichever is applicable) interest which was the essence of the contract. At the time of availing the Kisan Credit Card/Over Draft Facility Defendant was also informed that in case of default to pay HALF YEARLY/ YEARLY (whichever is applicable) interest on the due dates, overdue and bounced charges will be levied and Bank may exercise their rights under the said document. After availing the Kisan Credit Card/Over Draft facility, the Defendant failed to pay HALF YEARLY/ YEARLY (whichever is applicable) interest or entire outstanding amount or foreclosure of the Kisan Credit Card/Over Draft facility amount or renew the Kisan Credit Card/Over Draft facility on the due dates thus Half hearly/yearly whichever is applicable interest, over due charges and other charges were levied on defendant said Kisan Credit Card/Over Draft facility account.

4. In these circumstances, executives of Plaintiff Bank were reminding defendant of outstanding dues in the said facility account through phone/personal visits at the address(s) available in their records. But the defendant failed to respond I to Plaintiff's Demand for the reasons best known to her. The officials of the Plaintiff Bank had made persistent requests to the defendant to abide by the terms of the document entered into by and between the parties, but the Defendant despite being fully aware that time is the essence of the contract has time and again failed to honor the commitments. The Plaintiff Bank was thus constrained to recall the aforesaid facility vide its notice dated 15.06.2024 in which the Defendant was informed that the facility has been recalled and terminated with immediate effect. The Plaintiff further called upon the Defendant to pay the outstanding amount as per notice within 7 days from the date of receipt of the notice, failing which the Plaintiff will be constrained to initiate appropriate

action against them. Despite the notice the Defendant did not yield the request of the Plaintiff. It is also submitted that in spite of the said Loan Recall Notice, the defendant failed to act in accordance with the notice and as such as on date, the Defendant has not repaid any of the outstanding amount. The Plaintiff Bank deferred till filing of this suit after issuing Loan Recall Notice, but, the Defendant failed to respond for the reasons best known to them, thus plaintiff has filed this present suit.

5. After service of suit summons the defendant though served with summons but has not appeared before this court and hence placed exparte.

6. Heard arguments and perused the materials on record.

7. The following points arise for my consideration :-

POINTS

1. Whether plaintiff Bank proves that the defendant took loan of Rs.7,00,000/- agreeing to repay said hand loan with interest as claimed and executed necessary documents?

2. Whether Plaintiff Bank is entitled to the reliefs as sought for?

3. What order or decree?

8. In order to prove the case of the plaintiff Bank, plaintiff

Bank is examined as PW1 and documents marked at Ex.P1 to P7 and and closed his side evidence.

9. My answers to the above points are as under:

Point No.1 : In the Affirmative

Point No.2 : In the Affirmative

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

: R E A S O N S :

10. **POINT NO.1 & 2 :-** To avoid the repetition of the facts these two points are taken up for common discussion.

11. Learned counsel for the plaintiff bank has prayed to decree the suit on the basis of materials on record.

12. It is the specific case of the plaintiff that the defendant took hand loan and executed necessary documents. The plaintiff's Manager is examined as PW.1 and has reiterated the plaint averments in his examination in chief affidavit and got marked Exs.P.1 to P.7. The Exs.P.1 to P.7 are the copy of mutation register, loan documents, registered mortgage deed, encumbrance certificate, loan recall notice and digital postal register, loan account statement with certificate and certified copy of power of attorney. These documents prove that the defendants approached the plaintiff bank for alleged loan and availed loan by executing necessary documents and later failed to repay inspite of receipt of notice.

13. So far as the interest is concerned, the plaintiff bank claims that the defendant agreed to repay the said loan with interest at the rate of 18% p.a. from 30.04.2025 to till realization. The defendant did not contest the case. Hence, the interest as prayed is to be awarded on the balance loan amount.

14. Further, as per Section 4 of the Banker's Books Evidence Act, 1891, a certified copy of any entry in a bankers books shall in all legal proceedings be received as prima facie evidence of the existence of such entry, and shall be admitted as evidence of the matter, transactions and accounts therein recorded in every case where, and to the same extent as, the original entry itself is now by law admissible, but not further or otherwise. Therefore, as per section 4 also the documents produced have got presumptive value. Moreover, the defendants have not appeared before the court to contest the case of the plaintiff though the summons is served upon them. Such being the case, the case of the plaintiff needs to be accepted as it is unchallenged. Further, there is no any contra material to disbelieve the documents of the plaintiffs. Thus, the plaintiff has proved the case. Hence, the suit is to be decreed. **Accordingly, the point No.1 is answered in the affirmative.**

15. Point No.2 :- In view of the finding on the point no.1, I proceed to pass the following;

O R D E R

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

The defendant is liable to pay the decree amount.

The plaintiff bank is entitled to recover an amount of Rs.10.91,040.62/- (Rupees Ten Lakhs Ninety-One Thousand Forty and Sixty-Two Paisa only) with interest @ 18% per annum from from 30.04.2025 to till realization from the defendant.

If the defendant fails to make payment of decreetal amount within two months, then the plaintiff Bank is at liberty to sale the mortgaged property shown in Schedule in accordance with law.

Office is to draw the preliminary decree accordingly.

(Dictated to the stenographer, directly on computer, computerized by him, them corrected by me and pronounced in the open court on the 13th day of July 2026.)

sd/-
(B.T Annapurneshwari)
Prl. Senior Civil Judge & CJM,
Raichur.

: ANNEXURE :

1. **List of witnesses examined for plaintiff:**

PW1 : Sudharshan S/o Hanumanth

2. **List of documents marked for plaintiff :**

Ex.P.1 : Copy of Mutation register.

Ex.P.2	:	Loan documents.
Ex.P.3	:	Registered mortgage deed.
Ex.P.4	:	Encumbrance Certificate.
Ex.P.5	:	Loan recall notice and digital postal register.
Ex.P.6	:	Loan Account statement.
Ex.P.7	:	Certificate copy of power of attorney.

3. **List of witnesses examined for defendant:**

-NIL-

4. **List of documents marked for defendant:**

-NIL-

sd/-

(B.T Annapurneshwari)
Prl. Senior Civil Judge & CJM,
Raichur.