KA14010035482025

IN THE COURT OF III ADDL. DISTRICT JUDGE, AT SHIVAMOGGA

PRESENT
Sri Yashawanth Kumar, B.A.(Law),LL.B
III Addl. District and Sessions Judge,
Shivamogga.

DATED THIS THE 1st DAY OF JULY, 2026

Com.O.S.No.56/2025

Plaintiff: Federal Bank Ltd.,
A Private Commercial Bank, Within the meaning of Companies Act 2013, having its registered Office at Alwaye, Kerala and one of its branch situated at Park Extension Road, Shivamogga represented by its Branch Head.
(By Sri.A Balakrishna, Advocate)

VS.

Defendants:
1. Smt. Komala, W/o Ramesh,
   Aged about 40 years,
2. Smt. Radha, W/o Eshwarappa,
   Aged about 61 years,
   Both are R/o Pushpagiri Nilaya,
   Opp:Bharath Foundry, N T Road,
   Shivamogga-577201.
   (Exparte)

Nature of the Suit	:	Recovery of money
Date of institution of the suit	:	18.12.2025
Date of commencement of recording of evidence	:	12.06.2026

Date of Judgment	:	01.07.2026
Duration of the suit	:	Year/s Month/s Day/s 00 05 14

JUDGMENT

This is a suit filed by the plaintiff for recovery of a sum of Rs.15,04,486/- from the defendants with current and future interest at the rate of 13.15% per annum from the date of suit till the date of realization.

2. The case of the plaintiff in brief is as under;

The plaintiff bank is a private banking company having its branch office in Shivamogga and it is represented by its Branch Head. The defendant no.1 as the applicant and the defendant no.2 as the co-obligant jointly borrowed a sum of Rs.13 Lakhs from the plaintiff bank on 27.11.2020 by executing loan agreement dated 27.11.2020 and other documents, in favour of the plaintiff, agreeing to repay the same with interest at the rate of 7.90% p.a. compounded monthly in 84 equated monthly instalments of Rs.20,198/- commencing from 15.12.2020. The defendants failed to repay the loan amount. Hence, entire amount has been recalled by issuing legal notice on 24.06.2026. The defendant no.1 has refused the notice to her and notice to defendant no.2 duly served. But in spite of that they did not repay the loan amount. Though the plaintiff approached the District Legal Services Authority for pre-institution Mediation, the defendants did not appear. As on the date of the suit the defendants were due a sum of Rs.15,04,486/-.

3. In spite of service of notice, the defendant No.1 and 2 did not appear before the court and hence, they have been placed *exparte*.

4. In order to prove the case of the plaintiff, the Manager of the plaintiff bank has been examined as PW-1, and got marked Ex.P.1 to P.11 documents.

5. Heard the arguments of learned counsel for the plaintiff and perused the materials available on record.

6. The following points arise for my consideration:

1. Whether the plaintiff is entitle for the relief as claimed in the suit?
2. What order or decree?

7. My findings on the above points are as under;

Point No.1: In the affirmative

Point No.2: As per final order,

for the following;

REASONS

8. **Point No.1**:- Ex.P1 is the loan application. Ex.P2 is the loan sanction letter. Ex.P3 is the agreement for Federal personal car loan scheme. These documents show that the defendant no.1 borrowed a loan of Rs.13 Lakhs from the plaintiff bank agreeing to repay the same with the interest at the rate of 7.90% p.a. with equated monthly installment of Rs.20,198/- for 84 months. Ex.P5 is the loan account statement of the defendants. It shows that as on 02.12.2025 the defendants were due a sum of Rs.14,85,707.30 to the

plaintiff bank. Ex.P6 is the legal notice dated 24.06.2025 calling upon the defendants to repay the loan amount. Ex.P9 is the postal acknowledgement of defendant no.2. Ex.P10 and 10(a) show that the notice issued to the defendant no.1 returned with an endorsement *refused*. The plaintiff has stated that as on the date of the suit the defendants were due a sum of Rs.15,04,486/-. There is nothing to disbelieve the same. Therefore, the plaintiff bank has proved that they were due a sum of Rs.15,04,486/- as on the date of the suit. Hence, the defendants being the borrower and co-obligant are jointly and severally liable to pay the said amount to the plaintiff bank.

9. The plaintiff has claimed current and future interest at the rate of 13.15% p.a. compounded monthly. I am of the opinion that the current and future interest claimed by the plaintiff is on higher side. If the current and future interest is awarded at the rate of 10% p.a., from the date of the suit till the date of realization, it would suffice to meet the ends of justice. Accordingly, I answer point No.1 in the **affirmative**.

10. **Point No.2**: In view of my above discussion, I proceed to pass the following;

O R D E R

The suit filed by the plaintiff is hereby decreed with costs.

The defendant No.1 and 2 are jointly and severally liable to pay a sum of Rs.15,04,486/- (Fifteen Lakhs Four Thousand Four Hundred and Eighty Six) with interest at the rate of 10% p.a. from the date of suit till the date of realization, within two months from the date of this order.

Draw decree accordingly.

(Dictated to the Stenographer Grade-I, transcription printout revised, corrected, signed and then pronounced by me in the open court on this the 1st day of July, 2026)

YASHWANTH KUMAR Digitally signed by YASHWANTH KUMAR Date: 2026.07.03 18:09:29 +0530

(Yashawanth Kumar)
III Addl. District Judge, Shivamogga.

ANNEXURE

1. List of witnesses examined for plaintiff :

PW.1 : Vimarsh H C

2. List of witnesses examined for defendant:

-Nil-

3. List of exhibits marked for plaintiff:

Ex.P.1	Loan application
Ex.P.2	Sanction letter
Ex.P.3	Agreement for car loan scheme
Ex.P.4	Declarations
Ex.P.5	Account statement
Ex.P.5(a)	Certificate
Ex.P.6	Office copy of legal notice
Ex.P.7 & 8	Postal receipts
Ex.P.9	Postal acknowledgment
Ex.P.10	Unserved legal notice
Ex.P.10(a)	Postal cover of unserved legal notice
Ex.P.11	Mediation report

4. List of exhibits marked for defendant;

NIL

YASHWANTH KUMAR Digitally signed by YASHWANTH KUMAR Date: 2026.07.03 18:09:36 +0530

(Yashawanth Kumar)
III Addl. District Judge, Shivamogga.