IN THE DEBTS RECOVERY TRIBUNAL II, KARNATAKA
AT BENGALURU

Dated this 17th Day of October, 2025

Present: Sri. T. RAJESH
Presiding Officer

OA.No.950/2023

BETWEEN:

Canara Bank
Head office at:
No.112, JC road, Bengaluru – 560 002

Branch Office at Maski,
New Bazar, Maski,
Lingasugur Taluk
Raichur District – 584 124

Represented by its Manager and
Constituted attorney,
Mr. Parashuram L Bharamoji ...**APPLICANT**

AND:

Sri. Basavaraj
S/o. Sri. Mahadevappa,
Aged about 36 Years,
R/o. Chikka Kadaburu,
Udbal U Post, Maski Taluk,
Raichur District – 584 124 ...**DEFENDANT**

Counsel on record/appeared for:

Applicant : Veena R rai
Defendant : Ex parte

FINAL ORDER

1. The present Original Application in short (OA) has been filed under section 19 of Recovery of Debts and Bankruptcy Act 1993 seeking for issuance of Recovery Certificate against the defendant for Rs. 21,42,842.78/- (Rupees Twenty One Lakhs Forty Two Thousand Eight Hundred and Forty Two and Paisa Seventy Eight Only) with further interest thereon from the date of filing the Application till realization.

2. It is the case of the applicant that, the defendant availed the following credit facilities:

- Kisan credit card Scheme loan (KCCS) of Rs. 2,00,000/- (Rupees Two Lakhs Only) on 06.03.2015.
- Kisan OD loan of Rs. 4,00,000/- (Rupees Four Lakhs Only) on 06.06.2015.
- Sheep rearing loan (TL) of Rs. 8,00,000/- (Rupees Eight Lakhs Only) on 04.12.2019.

3. It is also the case of the applicant that, in view of the above availed loan, the defendant executed the necessary loan documents along with simple mortgage deed and hypothecation agreement.

4. It is further contended that, despite availing the credit facilities, agreeing to service the loan amount promptly and regularly, the defendant failed in complying the same, resulting in default in repayment and consequentially turning the loan accounts as NPA.

5. In the above circumstances, the applicant approached this Tribunal by filing this OA seeking issuance of Recovery Certificate for the amount due in the account.

6. Despite, service of summons on the defendant, he failed to appear, resulting the defendant being set ex parte on 09.10.2025.

7. The applicant had let in evidence through AW-1, who filed Proof Affidavit reiterating the contentions taken in the OA and also produced Exhibits A-1 to A-34 and got the same marked in evidence.

8. Heard the Ld. Counsel for the Applicant and considered the contentions as taken in the OA in the light of documentary evidence and proof affidavit.

9. The following issues arise for consideration in this matter:

i) Whether the applicant had succeeded in proving the OA claim as against the defendant?

ii) What order are to be passed?

Both these issues are gone into and decided together.

10. The case put forth by the applicant in the Application remains unrebutted as defendant remained ex parte. The evidence tendered by the applicant remains uncontroverted and undisputed. The evidences put forth by the applicant were found admissible and are sufficient to prove availment of credit facilities as stated in the OA, creation of the security interest and the defaults committed in the

accounts. The liability of the defendant and the claim of the amount due are also proved by the above documents. The claim of the applicant is well within the limitation.

11. Hence in view of the findings arrived herein above, the Tribunal find both these issues are in favour of applicant and hence, this Tribunal is of the view that OA is to be allowed.

12. Taking into consideration the facts that the credit facilities are availed for Agricultural purpose and also that the OA claim is arrived at by calculating interest at the agreed rate, this Tribunal is the view that the OA can be allowed with a reduced interest of 6.00% (simple).

13. In the result, OA.No.950/2023 stands allowed,

i) The applicant is allowed to recover an aggregate sum of Rs. 21,42,842.78/- (Rupees Twenty One Lakhs Forty Two Thousand Eight Hundred and Forty Two and Paisa Seventy Eight Only)with further interest @6.00 % p.a.(simple) from the date of filing OA till the realization, from the defendant personally, after giving credit to all the amounts recovered and received during the pendency of the OA and allowed the same to be recovered by proceeding against schedule property. Properties schedule to the OA be the schedule to the recovery certificate.

ii) If the sale proceeds are not found sufficient to cover the amount due and payable to the applicant bank, the defendant personally and his assets are liable for balance amounts due under the loan accounts.

iii) The applicant bank is allowed cost of the proceedings which applicant to file cost memo within 7 days from the date of receipt of the order.

iv) The Recovery Certificate to be drawn in terms of this order and transferred to Recovery for execution.

v) Interim application pending, if any, stands disposed of in terms of this final order.

14. Communicate a copy of the order to the parties concerned in terms of Section 19(21)(i) of the RDB Act, read with Rule 16 of DRT (Procedure) Rules, 1993.

[Dictated to the Stenographer (HS), transcribed by her, corrected and signed and pronounced by me in the Open Court, this the 17th Day of October, 2025].

Sd/-
(T. RAJESH)
PRESIDING OFFICER

ANNEXURES

WITNESSES EXAMINED FOR THE APPLICANT BANK:

AW-1: Mr. Veeresh Kumar K, S/o. Mr. Galenna, working as Manager, of Applicant Bank.

Exhibits on the part of the Applicant:

Exhibit Nos.	Date	Particulars of Documents
A1	06.03.2015	Loan application executed by defendant
A2	06.03.2015	Specimen signature card executed by defendant
A3	06.03.2015	Sanction memorandum
A4	06.03.2015	Agreement of hypothecation for agricultural loans executed by defendant
A5	15.07.2017	Letter of revival executed by the defendant for KCCS loan
A6	27.06.2019	Loan application for renewal of loan executed by defendant
A7	27.06.2019	Sanction memorandum
A8	27.06.2019	Letter of renewal executed by defendant
A9	27.06.2019	Supplemental agreement executed by defendant
A10	21.06.2019	Simple mortgage deed executed by defendant
A11	06.06.2015	Application for loan executed by defendant
A12	06.06.2015	Specimen signature card executed by defendant
A13	06.06.2015	Sanction memorandum
A14	06.06.2015	Agreement and deed for Kissan OD executed by defendant
A15	21.05.2015	Simple mortgage deed executed by defendant
A16	12.06.2017	Application for renewal and enhancement of loan executed by defendant

A17	12.06.2017	Letter of renewal executed by defendant
A18	12.06.2017	Letter of revival executed by the defendant
A19	04.12.2019	Application for loan executed by defendant
A20	04.12.2019	Specimen signature card executed by defendant
A21	04.12.2019	Sanction memorandum
A22	04.12.2019	Memorandum of agreement for agricultural loans executed by defendant
A23	19.08.2019	Simple mortgage deed executed by defendant
A24	26.12.2019	Letter of revival executed by the defendant for KCCS loan
A25	16.02.2022	Letter of revival executed by the defendant for KCCS loan
A26	31.12.2019	Letter of revival executed by the defendant for Kisan OD
A27	16.02.2022	Letter of revival executed by the defendant for Kisan OD
A28	02.12.2022	Letter of revival executed by the defendant for Sheep rearing loan
A29	11.04.2023	Recall notice issued to defendant
A30	11.04.2023	Recall notice issued to defendant
A31	11.04.2023	Recall notice issued to defendant
A32	-------	Statement of account in respect of KCCS loan together with certificate
A33	-------	Statement of account in respect of Kisan OD together with certificate
A34	-------	Statement of account in respect of Sheep rearing loan together with certificate

Witness Examined for the Defendant: -Nil -

List of Documents Exhibited for the Defendant: -Nil -

Sd/-
(T. RAJESH)
PRESIDING OFFICER