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Form No.9 (Civil)
Title sheet for
Judgment in Suits
(R.P.91)

IN THE COURT OF SMALL CAUSES JUDGE, ACMM AND MACT-MEMBER AT BENGALURU. (SCCH-10)

DATED THIS THE 8th DAY OF NOVEMBER 2023

PRESENT: SRI.ALLAPPA.M.BADIGER
B.A.LL.B(Spl)
XIV Addl.Small Causes Judge
ACMM & Member- MACT,
Bengaluru.

S.C.No.329/2023

PLAINTIFF : Canara Bank
Sri Sathya Sai Branch,
Whitefield,
Bengaluru- 560 067.
Represented by its
Senior Branch Manager
Smt.Vidya.K.Kotiyan,
W/o. Sri.Satisha Kotian,
Aged about 38 years.

(By Sri.R.R.A., dvocate)

V/s

DEFENDANTS **1)** Smt. Saraswathi,
W/o. Sri.Krishna Reddy,
Aged about 45 years,
R/at No.152, Konadasapura,
Virgonagar,

Bengaluru – 560 049.

2) Mr. Bhojaraju.P,
S/o. Sri.Putteerappa,
Aged about 45 years,
R/at No.354/355,
H.Nagara, Marathahalli,
Bengaluru-560 067.

(Exparte)

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Date of institution of the suit	12-04-2023
Nature of the suit	Recovery of money
Date of the commencement of Recording of the evidence:	14-09-2023
Date on which the Judgment was Pronounced:	08-11-2023

Total duration:	Year/s	Months	Day/s
	00	06	26

(ALLAPPA.M.BADIGER)
XIV ADDL. S.C.J., ACMM &
MEMBER-MACT, BENGALURU.

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

This suit is filed by the plaintiff against the defendants for recovery of a sum of Rs.28,000/- together with current and future interest at the rate of 17.50% p.a. from the date of suit till the date of realization.

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

The plaintiff has averred in its plaint that, the plaintiff is a Banking Company constituted under the Companies (Acquisition & Transfer of Undertakings) Act 1970. Further it is submitted that, the defendant No.1 and 2 jointly approached the plaintiff Bank for the purpose of Credit Facility and accordingly on 14.09.2018, the plaintiff bank sanctioned a personal loan of Rs.75,000/- to the defendants for the purpose of their personal needs. It is submitted that the loan was originally sanctioned at Canara Bank, Safal Market Branch, Bengaluru and it is now merged with the plaintiff bank. The defendants to ensure the prompt repayment of the said loan amount by executing loan application, sanction letter, On demand pro note and Take Delivery letter to DPN and also agreed to repay the said loan amount along with interest @ 15.70% p.a. compounded monthly and also agreed to repay the over due interest @ 2% p.a. in case of default in payment of loan amount. The personal loan is repayable in 36 equated monthly installment of Rs.2,683/- each commencing from

31.10.2018 and last installment repayable on 31.10.2021. However, the defendants became chronic defaulters in the matter of payment of monthly installments in spite of repeated demands and request by the plaintiff bank.

Hence, the plaintiff bank got issued legal notice dated:13-01-2023 to the defendants calling upon them to pay the outstanding loan due amount. Inspite of issuance of notice, the defendants neither replied to the notice nor paid any amount. Hence prayed to decree the suit.

3. After registration of this suit, the suit summons were issued to the defendants and they have not appeared before the court, remained absent and placed exparte.

4. In order to prove the case, the Senior Manager of the plaintiff bank by name Smt.Vidya.S.Kotiyan has been examined as PW-1 and got marked the documents as Ex.P1 to Ex.P.9.

5. Heard the arguments and Perused the materials available on record.

6. On perusal of the contents of pleadings, the following points were framed:

1. Whether the plaintiff proves that, the defendant No.1 & 2 have jointly borrowed a Personal Loan amount of Rs.75,000/- for the purpose of their personal need and executed documents?

2. Whether the plaintiff proves that the defendants are irregular in the matter of repayment of Loan?

3.Whether plaintiff is entitled for the relief as prayed for?

4 What order or decree?

7. My findings to the above points are as follows:

Point No.1 : In the Affirmative
Point No.2 : In the Affirmative
Point No.3 : Partly in the Affirmative
Point No.4 : As per final order for the following:

R E A S O N S

8. **POINT No.1 to 3 :** Since these points are inter-linked and connected to each other, they are taken up together for discussion in order to avoid the repetitions of facts.

9. It is the case of the plaintiff that, the defendant No.1 and 2 jointly availed the Credit Facility personal loan

of Rs.75,000/- on 14.09.2018 for the purpose of their personal needs and the loan was sanctioned and defendants have executed necessary documents and also agreed to repay the said loan amount along with interest. However, the defendants became chronic defaulters in the matter of payment of monthly installments in spite of repeated demands and request and notice by the plaintiff bank to pay the outstanding loan due amount, the defendants did not repay the said loan amount.

10. In support of its pleadings, the Senior Manager of the plaintiff bank by name Smt. Vidya.S.Kotiyan has been examined as PW-1. In her affidavit evidence she retreated and reaffirmed the contention taken in the plaint. In support of her oral evidence she got marked the documents at Ex.P1 to 9. The Ex.P.1 is the loan application, E.P.2 is the Sanction letter, Ex.P.3 is the Pro-note, Ex.P.4 is the Take Delivery letter to DPN, Ex.P.5 is the Legal notice, Ex.P.6 is the Postal receipts, Ex.P.7 and Ex.P.8 are Unserved RPAD

cover, Ex.P.7(a) and P.8(a) are copies of Legal notice and Ex.P.9 is the Accounts statement with certificate.

11. To prove the availment of loan and execution of documents by the defendant, the plaintiff has produced loan application, sanction letter, Pronote and Take Delivery letter to DPN as per Ex.P.1 to Ex.P.4 On perusal of these documents, it shows that, the defendants have availed loan amount of Rs.75,000/- by executing the documents. Further on perusal of Ex.P.9 i.e., Accounts Statement with certificate, it shows that, as on 15-12-2022 there is a due sum of Rs.28,000/- including interest from 15.12.2022 till the date of filing the suit and Legal notice charges. The plaintiff has issued notice calling upon the defendants to pay the out standing loan amount. In spite of service of notice, the defendants failed to repay the loan amount and in this case, the defendants have not appeared before the court, remained absent and place exparte. The oral and documentary evidence of the plaintiff are remained unchallenged. Therefore, the adverse inference can be drawn against the defendants. Hence, I am of the opinion

that, the plaintiff is entitled for recovery of claim amount. The plaintiff sought for interest at the rate of 17.50% p.a. on claim amount. Though it is agreed rate of interest, but by considering the Section 34 of C.P.C, I am of the opinion that the interest is to be awarded at the rate of 6% p.a. Therefore, I am of the opinion that, the plaintiff is entitled for the recovery of due amount of Rs.28,000/- with interest at the rate of 6% p.a. on due amount of Rs.24219/- from the date of suit to till actual realization. **Hence, I answer the point No.1 and 2 are in the Affirmative and the point No. 3 Partly in the Affirmative.**

12. POINT No.4: In view of the above reasons and discussion on Point No.1 to 3, I proceed to the pass the following:

ORDER

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

The defendants are hereby directed to pay an amount of Rs.28.000/- with future interest at the rate of 6% p.a., on due amount of Rs.24,219/- from the date of suit till its realization to the plaintiff within 2 months from the date of this order.

Draw decree accordingly.

(Dictated to the stenographer directly on computer, typed by her and corrected by me and then pronounced in the open court on 8th day of November 2023)

(ALLAPPA.M.BADIGER)
XIV ADDL. SMALL CAUSE JUDGE,
& ACMM, BENGALURU.

::A N N E X U R E::

LIST OF WITNESSES EXAMINED FOR PLAINTIFF:

P.W.1 : Smt.Vidya.S.Kotiyan

LIST OF DOCUMENTS EXHIBITED FOR PLAINTIFF:

Ex.P.1	:	Loan application
Ex.P.2	:	Sanction letter
Ex.P.3	:	Pronote
Ex.P.4	:	Take Deliver letter to DPN
Ex.P.5	:	Legal notice
Ex.P.6	:	Postal receipts
Ex.P.7&8	:	Unserved RPAD covers
Ex.P.7(a) & 8(a)	:	Copies of Legal notice
Ex.P.9	:	Accounts Statement with certificate

LIST OF WITNESSES & DOCUMENTS FOR DEFENDANTS :

- NIL -

(ALLAPPA.M.BADIGER)
XIV ADDL.S.C.J., ACMM &
MEMBER-MACT, BENGALURU.