IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

WEDNESDAY, THE 16TH DAY OF DECEMBER 2015/25TH AGRAHAYANA,1937

RP.No. 1120 of 2015 IN WP(C).4280/2010

AGAINST THE JUDGMENT IN WP(C) 4280/2010 of HIGH COURT OF KERALA
DATED 01.09.2015

REVIEW PETITIONER / RESPONDENT Nos: 1 TO 4 : -

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1. THE KULANADA SERVICE CO-OPERATIVE BANK LIMITED NO.2133,
   KULANADA, PATHANAMTHITTA,
   PATHANAMTHITTA DISTRICT - 689 503,
   REPRESENTED BY ITS SECRETARY.

2. THEADMINISTRATIVE COMMITTEE,
   THE KULANADA SERVICE CO-OPERATIVE BANK LIMITED NO 2133,
   KULANADA P.O., PATHANAMTHITTA,
   PATHANAMTHITTA DISTRICT 689 503,
   REPRESENTED BY ITS CONVENER .

   BY ADVS.SRI.ARUN CHANDRAN
   SRI.C.P.SABARI

RESPONDENTS / PETITIONER/RESPONDENT No's 2 & 3 : -

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1. MARIYAMMA P.T., AGED 76 YEARS,
   W/O.P.V THOMAS, MARY SADANAM, CHENNERKKARA P.O.,
   KULANADA, PATHANAMTHITTA, PIN CODE 689 503.

2. THE JOINT REGISTRAR OF CO-OPERATIVE SOCIETIES(GENERAL),
   PATHANAMTHITTA DISTRICT 689 503.

3. STATE OF KERALA,
   REPRESENTED BY THE SECRETARY TO GOVERNMENT,
   DEPARTMENT OF CO-OPERATION, SECRETARIAT,
   THIRUVANANTHAPURAM 695 001.

   R1 BY ADV.SRI.BIJU ABRAHAM
   BY SR. GOVERNMENT PLEADER SRI. JOSEPH GEORGE

THIS REVIEW PETITION HAVING COME UP FOR ADMISSION ON 16-12-2015, THE COURT ON THE SAME DAY PASSED THE FOLLOWING:

RP.No. 1120 of 2015 IN WP(C).4280/2010

APPENDIX

PETITIONERS' ANNEXURES :

ANNEXURE AI : CERTIFIED COPY OF THE JUDGMENT IN W.P.(C) No.4280 OF 2010 OF THIS HONOURABLE COURT DATED 01.09.2015.

ANNEXURE AII : TRUE COPIES OF THE RENEWED FIXED DEPOSITS CERTIFICATES ISSUED TO THE WRIT PETITIONER, 1st RESPONDENT.

RESPONDENTS' ANNEXURES : NIL.

// TRUE COPY //

P.A. TO JUDGE

DMR/-

DAMA SESHADRI NAIDU, J.

R.P. No. 1120 of 2015

Dated this the 16th day of December, 2015

ORDER

This Court through its Annexure A1 judgment, dated 01.09.2015, directed the respondent Bank to refund the petitioner's fixed deposits along with interest. To be precise, the direction is to the following effect:

> "Therefore, the writ petition is allowed. The first respondent is directed to pay the amount covered by Exhibits P1 to P6 and the amounts mentioned therein together with interest at the rate made mention of therein covering the entire period, during which the amounts remained in deposit, within one month from the date of receipt of the copy of this judgment, failing which, the first respondent shall be liable to pay interest at the rate of 12% per annum on the amounts covered by Exhibits P1 to P6 from the date of deposit till realization."

2. Later, the respondent Bank filed the present Review Petition contending that initially the Bank was under liquidation and had no effective management. According to him, still the revival process is on. He has further submitted that only in 2014 an Administrative Committee was appointed

comprising departmental officials who have been making all efforts to ensure that the Society takes a positive turn.

3. The learned counsel, in elaboration of his submissions, has submitted that as part of the revival package, the Bank has offered to pay 20% of the deposit money and renew the balance amount for a further period. He has submitted that even the petitioner has agreed for the renewal. Having received 20% of the amount, the petitioner is said to have renewed the deposits for a further period up to 05.01.2017, as is evident from Annexure AII series of certificates.

4. In these circumstances, the learned counsel would contend that Annexure AI judgment needs to be reviewed taking into account the subsequent developments.

5. The learned counsel for the petitioner in the writ petition, on the other hand, has submitted that the petitioner has renewed his deposits having received 20% of the deposit amount on an express assurance by the Bank that what was paid was only part of the interest and that the renewal would be principal and interest cumulatively for a further period. According to him, now the Bank has changed its stand, which is nothing but a dishonest exploitation of the depositors. He

has, however, in my view fairly, submitted that it being a subsequent event, if at all the Bank negates its promise, the petitioner will take appropriate legal steps in that regard.

6. Heard the learned counsel for the petitioner and the learned counsel for the first respondent, as well as the learned Government Pleader, apart from perusing the record.

7. It is too well established to be controverted that a review can be on very limited grounds such as an error apparent to the face of the record or any inadvertent clerical error or any other error of such facile nature. In the present instance, Annexure AI judgment *per se* has not been called in question. Nor has the Review Petitioner found anything amiss in the judgment. The Bank, in fact, has sought the review based on the subsequent developments which could hardly retroactively influence the nature of the judgment.

8. If at all the writ petitioner has voluntarily renewed the deposit notwithstanding Annexure AI judgment, he has perhaps-observed without prejudice-consciously relinquished his right under the judgment and bound himself under a new contract. If there is any dispute concerning the said new contract, it is open for either of the parties to have a proper

legal recourse, for the said new contract provides a fresh cause of action.

In the facts and circumstances, I do not see any need for reviewing Annexure AI judgment. As a result, the Review Petition is closed.

DAMA SESHADRI NAIDU
JUDGE

DMR/-