IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE P.B.SURESH KUMAR

TUESDAY, THE 24TH DAY OF NOVEMBER 2015/3RD AGRAHAYANA, 1937

RSA.No. 479 of 2015 ()

(AGAINST THE JUDGMENT AND DECREE IN AS.NO. 23/2012 OF SUB COURT, VADAKARA DATED 11-09-2013)

(AGAINST THE JUDGMENT AND DECREE IN OS.NO. 25/2011 OF MUNSIFF COURT, NADAPURAM DATED 29-09-2012)

APPELLANT/APPELLANT/DEFENDANT:

KAMMANOL RESIYA,
W/O.MUHAMMEDALI HAJI, AGED 44 YEARS, SWASTHAM,
KUZHICHAKANDATHIL HOUSE, AYANCHERI AMSOM DESOM,
VATAKARA TALUK, KOZHIKODE DISTRICT, KERALA.

BY ADVS.SRI.K.CHANDRACHOODAN (ERNAKULAM)
SRI.INNOCENT FRANCIS PAPALI

RESPONDENT/RESPONDENT/PLAINTIFF:

SOUTH MALABAR GRAMIN BANK,
WITH HEAD OFFICE AT MALAPPURAM,
REPRESENTED BY MR.SURENDRAN P.V.,
S/O.CHATHUKUTTY VAIDIAR, 52 YEARS, MANAGER,
KAYAKKODI BRANCH, KAYAKKODI AMSOM DESOM,
VATAKARA TALUK, KOCHIKODE DISTRICT -673 508.

THIS REGULAR SECOND APPEAL HAVING COME UP FOR ADMISSION ON 24-11-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

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P.B.SURESH KUMAR, J.

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R.S.A. No.479 of 2015

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Dated 24th November, 2015.

<u>J U D G M E N T</u>

The defendant in a suit for realization of money is the appellant in this second appeal. The plaintiff is a bank. According to the plaintiff, the suit claim is the balance outstanding in the account of a cash credit facility provided to the defendant. The defendant contested the suit. According to her, the balance outstanding as shown in the books of account of the bank is incorrect. She also contended that the suit claim is barred by limitation. The trial court rejected the contentions raised by the defendant and decreed the suit as prayed for. Though the matter was taken up in appeal by the defendant, the appellate court confirmed the decision of the trial court. The defendant who is aggrieved by the concurrent decisions against her has thus come up in this second appeal.

2. Heard the learned counsel for the appellant as also the learned Standing Counsel for the respondent Bank.

3. At the time of admission, the learned counsel for the appellant has not raised any argument on merits. Instead, the

learned counsel prayed for time to liquidate the liability in instalments. In the peculiar facts of this case, I deem it appropriate to permit the appellant/defendant to settle the liability in instalments.

In the result, the second appeal is dismissed. However, the appellant/defendant is permitted to liquidate the loan liability in eight equal monthly instalments, commencing from 1.1.2016. The respondent/plaintiff is free to inform the defendant the amounts payable by her in instalments. It is made clear that in case the defendant commits default of any one of the instalments, the respondent/plaintiff will be entitled to institute appropriate proceedings for realization of the amount decreed. All the interlocutory applications in the appeal are closed.

Sd/-

P.B.SURESH KUMAR, JUDGE.

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