

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

**THE HONOURABLE MR.JUSTICE ANTONY DOMINIC
&
THE HONOURABLE MR. JUSTICE ALEXANDER THOMAS**

WEDNESDAY, THE 4TH DAY OF FEBRUARY 2015/15TH MAGHA, 1936

WA.No. 221 of 2015 () IN WP(C).31006/2014

**AGAINST THE ORDER/JUDGMENT IN WP(C) 31006/2014 of HIGH COURT OF KERALA
DATED 09-12-2014**

APPELLANT(S)/PETITIONER:

**PURUSHOTHAMA BHAT AGED 55 YEARS
S/O.KESHAVA BHAT, SHEDIKAVU, KOIPADY VILLAGE
KUMBALA POST, KASARAGOD.**

**BY ADVS.SMT.T.D.RAJALAKSHMI
SRI.R.VENUGOPAL**

RESPONDENT(S)/RESPONDENTS:

- 1. THE KASARAGOD PRIMARY CO-OP. AGRICULTURAL AND
RURAL DEVELOPMENT BANK LTD.NO.FF 113
KASARAGOD, REPRESENTED BY ITS SECRETARY
KASARAGOD POST, PIN 671121.**
- 2. THE JOINT REGISTRAR OF CO-OPERATIVE SOCIETIES (G)
OFFICE OF THE JOINT REGISTRAR OF CO-OPERATIVE SOCIETIES (G)
KASARAGOD 671121.**

**BY SR GOVERNMENT PLEADER SRI.M.K.ABOOBACKER
R1 BY SRI.PUSHPARAJAN KODOTH**

**THIS WRIT APPEAL HAVING COME UP FOR ADMISSION ON 04-02-2015, THE
COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

ANTONY DOMINIC & ALEXANDER THOMAS, JJ.
=====

Writ Appeal No. 221 of 2015
=====

Dated this the 4th day of February, 2015

J U D G M E N T

Antony Dominic, J.

In WP(C) No.31006/14 filed by the appellant, though what he pleaded was direction to the respondents to comply with Ext.P1 judgment of this Court, essentially, what he wanted was that the property mentioned in Ext.P1, which was purchased by the Bank, should be re-conveyed to him as agreed by the Bank without making him liable for the expenses thereof. That prayer of the appellant was declined by the learned single Judge and it is this judgment, which is under challenge before us.

2. Admittedly, the appellant was a defaulter to the respondent Bank. His property was brought to sale and the Bank purchased the property. The sale in favour of the Bank has also been registered and with that the Bank has become the title holder of the property. Subsequently, in the writ petition leading to Ext.P1, the Bank agreed to re-convey the property, provided the amount due to the Bank is paid by the appellant. It was on that basis, the said judgment was rendered. When the Bank has claimed the amount

that is due from the appellant to the Bank, that obviously cannot include the expenses for executing the re-conveyance. If that be so, the appellant cannot take refuge under the directions in Ext.P1 judgment and contend that he should be absolved from the liability to bear the expenses for executing the re-conveyance.

3. We, therefore, do not see any error in the view taken by the learned single Judge. Be that as it may, we find from the judgment that the learned single Judge has imposed cost of ₹5,000/- on the appellant, which, in the circumstances pointed out, will stand deleted.

Writ appeal is disposed of as above.

Sd/-
**ANTONY DOMINIC
JUDGE**

Sd/-
**ALEXANDER THOMAS
JUDGE**

Rp

//True Copy//

PA to Judge