

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE P.R.RAMACHANDRA MENON
&
THE HONOURABLE MR. JUSTICE BABU MATHEW P.JOSEPH

MONDAY, THE 25TH DAY OF MAY 2015/4TH JYASHTA, 1937

WA.No. 862 of 2015
IN
WP(C).27630/2012

AGAINST THE JUDGMENT IN WP(C) 27630/2012 of HIGH COURT OF KERALA
DATED 25-11-2014

APPELLANT/PETITIONER IN THE WRIT PETITION:

N.SURESH KUMAR,
AKASH BHAVAN, MANNAKKAD, THIRUPURAM PO
NEYYATTINKARA, TRIVANDRUM.

BY ADV. SRI.B.KRISHNA MANI

RESPONDENTS/RESPONDENTS IN THE WRIT PETITION:

1. THE SECRETARY, CHENKAL HOUSING CO-OPERATIVE SOCIETY
LTD.NO.T.756,
CHENKAL POST, NEYYATTINKARA
TRIVANDRUM DISTRICT-695 132.
2. ARBITRATOR-CUM-SPECIAL SALE OFFICER,
KERALA STATE CO-OPERATIVE HOUSING FEDERATION
REGIONAL OFFICE, MALLOOR ROAD, TRIVANDRUM-35.

R BY SR. GOVERNMENT PLEADER SRI JOSEPH GEORGE
R BY SRI.A.N.RAJAN BABU

THIS WRIT APPEAL HAVING COME UP FOR ADMISSION ON
25-05-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

**P.R. RAMACHANDRA MENON
&
BABU MATHEW P. JOSEPH, JJ.**

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W.A. No. 862 of 2015

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Dated this the 25th day of May, 2015

JUDGMENT

P.R. Ramachandra Menon,J.

Challenge is against the verdict passed by the learned single Judge disposing of the writ petition granting 12 equal monthly instalments to discharge the entire liability. The case of the appellant as projected in the appeal shows that the appellant had availed a housing loan of Rs.1,75,000/-. Admittedly, the appellant had defaulted payment, when the Bank proceeded with further steps for realisation of the amount. The appellant approached this Court by filing writ

petition raising various grounds.

2. After hearing both the sides, the learned single Judge, showing indulgence, permitted the writ petitioner to clear the entire outstanding liability by way of monthly instalments as aforesaid, making it clear that the first instalment shall be paid on or before 25.12.2014 followed by subsequent instalments to be cleared on or before the 25th of succeeding months. The residual amount in respect of the future interest from 12.12.2014 was permitted to be cleared by way of the 13th instalment. It is against the said verdict, that the appellant has now chosen to approach this Court by way of this appeal.

3. Heard the learned counsel for the appellant in detail. During the course of hearing, the learned counsel submits that the appellant has got some property by way of partition effected on 28.11.2001 and that the appellant has decided to sell that property for raising necessary funds and to clear the entire liability. Breathing time is sought for so

as to complete the formalities in this regard.

4. We are not at all impressed with the said submission and we doubt the bona fides of the appellant, for the reason that the said property came to the hands of the appellant by virtue of the partition effected nearly 14 years back. No thought had set in the mind of the appellant so far to have the property sold and to have the liability cleared. The writ petition was filed by the appellant only in the year 2012 and the verdict was passed on 25.11.2014. The learned single Judge extended much leniency and the entire outstanding liability, which is stated as nearly 4 lakh, was permitted to be cleared by way of 12 equal monthly instalments, (with liberty to clear the residual amount by way of the 13th instalment), also incorporating a default clause to the effect that, if two consecutive instalments were defaulted, the recovery proceedings shall be revived and continued. This Court finds that the version of the appellant that he is prepared to find out a buyer and sell his property

as stated in Grounds 5 to 10 in the appeal memorandum is bereft of any bona fides. This Court does not find any tenable ground to call for interference.

The appeal fails and it is dismissed.

**Sd/-
P.R. RAMACHANDRA MENON
JUDGE**

**Sd/-
BABU MATHEW P. JOSEPH
JUDGE**

ks.

True copy

P.S. (Hr.Gr.)To Judge

