IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE THE CHIEF JUSTICE MR.ASHOK BHUSHAN
&
THE HONOURABLE MR.JUSTICE A.M.SHAFFIQUE

FRIDAY, THE 10TH DAY OF JULY 2015/19TH ASHADHA, 1937

WA.No. 1475 of 2015 () IN WP(C).16019/2015

AGAINST THE ORDER/JUDGMENT IN WP(C) 16019/2015 of HIGH COURT OF KERALA DATED 25-06-2015

APPELLANT(S)/PETITIONER:

K.Y.THOMAS AGED 65 YEARS
S/O.YOHANNAN, THEKKEDATHUPARAMBIL HOUSE, MANJOOR P O
OONNUKKALLEL, KOTTAYAM DISTRICT

BY ADV. SRI.SURESH JOSE

RESPONDENT(S)/RESPONDENTS:
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1. STATE BANK OF TRAVANCORE
   REPRESENTED BY ITS MANAGER, PANAMBILLY NAGAR BRANCH
   ERNAKULAM PIN 682014

2. STATE BANK OF TRAVANCORE
   REP BY ITS MANAGER, BROADWAY BRANCH, ERNAKULAM PIN

3. MS.REMYA THOMAS,AGED 24 YEARS
   D/O.K Y THOMAS, THEKKEDATHUPARAMBIL HOUSE, MANJOOR P O
   OONNUKALLEL, KOTTAYAM DISTRICT, PIN 686603

BY SRI.SANTHOSH MATHEW
BY SRI.SATHISH NINAN

THIS WRIT APPEAL HAVING COME UP FOR ADMISSION ON 10-07-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

ASHOK BHUSHAN, CJ
&
A.M. SHAFFIQUE, J.

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W.A.No.1475 of 2015

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Dated this, the 10th day of July, 2015

J U D G M E N T

Shaffique, J

Petitioner in WP(C) No.16019/2015 is the appellant. He challenges judgment dated 25/6/2015. The writ petition was filed *inter alia* seeking the following reliefs;

> *"i) to call for the records.*
> *ii) to issue a writ of mandamus directing the 1st and 2nd respondents not to attach the loan amount of 3rd respondent from the petitioner's Pension Account No.67056122653 of State Bank of Travancore, Broadway Branch, Ernakulam.*
> *Iii) to direct the respondents bank to dispose Exhibit P3 representation within a time period".*

2. In the writ petition, it was contended that the Bank had wrongly recovered an amount of ₹9,000/- from the petitioner's Savings Bank account in March, 2015. It is alleged that the Savings Bank account is maintained by the petitioner for receiving his pension, which cannot be attached.

3. A statement was filed on behalf of respondents 1 and 2

producing Ext.R1(a), by which, according to them, petitioner had signed and given a debit voucher for transferring an amount of ₹9,000/- from his account to the loan account, which has been done. Petitioner however objected to Ext.R1(a) debit voucher by stating that it was not his signature. Learned Single Judge opined that if the petitioner has any challenge to Ext.R1(a), his remedy is to approach the Civil Court for appropriate relief.

4. It was also found that the respondent Bank is entitled to exercise lien over the credits standing in the name of the petitioner for the defaulted loan amount availed from the Bank. While impugning the aforesaid judgment, learned counsel for the appellant would submit that the only relief sought for is to enable the appellant to remit the loan amount in instalments of ₹2,000/- per month as his only income is from the pension, which is being credited in the savings bank account.

5. Learned counsel for respondents however submits that there is no merit in the contentions urged by the petitioner and that he is under obligation to discharge the entire liability.

6. Having regard to the aforesaid submission of the learned counsel appearing on either side, we are of the view that

this Court cannot interfere with the contractual obligation that exists between the petitioner and the Bank. If there is any One Time Settlement facility provided by the Bank in terms of any scheme, it is always open for the petitioner/appellant to avail of the same. The appellant can also approach the respondent Bank for seeking any instalment facility for which this Court need not pass any order as such.

In the said circumstances, we do not think that there is any error in the judgment of the learned Single Judge and accordingly the writ appeal is dismissed reserving liberty to the appellant to approach the respondent Bank for appropriate instalment facility.

Sd/-
ASHOK BHUSHAN, CHIEF JUSTICE

Sd/-
A.M. SHAFFIQUE, JUDGE

Rp

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PS to Judge