

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE P.R.RAMACHANDRA MENON

FRIDAY, THE 6TH DAY OF FEBRUARY 2015/17TH MAGHA, 1936

WP(C).No. 1470 of 2015 (G)

PETITIONER(S):

**LINCY MATHEW, AGED 40 YEARS,
W/O.MATHEW JOSEPH, VALAVANANIKAL, CHAMAL P.O,
THAMARASSERY, KOZHIKODE-673 573.**

**BY ADVS.SRI.VINOD J.DEV
SRI.PRAMOD J.DEV**

RESPONDENT(S):

**THE KERALA GRAMIN BANK,
CHAMAL BRANCH, CHAMAL P.O., KOZHIKODE DISTRICT-673 573,
REPRESENTED BY ITS MANAGER.**

BY ADV. SRI.T.R.RAVI, S.C

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION
ON 06-02-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:**

Msd.

WP(C).No. 1470 of 2015 (G)

APPENDIX

PETITIONER(S)' EXHIBITS

EXHIBIT P1: TRUE COPIES OF RECEIPT DATED 17.06.2011.

**EXHIBIT P2: TRUE COPY OF COMMUNICATION DATED 09.09.2014 ISSUED BY
THE RESPONDENTS.**

RESPONDENT(S)' EXHIBITS

NIL

//TRUE COPY//

P.A.TO JUDGE.

Msd.

P.R. RAMACHANDRA MENON, J.

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W.P.(C). No. 1470 of 2015

Dated this the 6th day of February, 2015

JUDGMENT

The petitioner has approached this Court with the following prayers:

“i. Call for the records leading to the passing of Ext.P2 and quash the same by issuing a writ of certiorari or any other appropriate orders.

ii. Issue a writ of mandamus or any other appropriate writ, order or direction, directing the respondents to release the gold ornaments of the petitioner without further delay.”

2. The main case of the petitioner is that, the petitioner had availed a gold loan apart from an agricultural loan. In spite of satisfying the entire amount due under the gold loan, the gold ornaments have not been returned stating that it can be returned only after satisfying the dues under the Agricultural loan as well. This made the petitioner to approach this Court by filing this writ petition.

3. Heard the learned counsel for the respondent Bank as well.

4. The point to be considered is whether, the Bank is

justified in exercising their general lien over the gold ornaments more so by virtue of the mandate under Section 171 of the Contract Act. The issue had come up for consideration before this Court and the same stands answered against the petitioner as per decision reported in **Nakulan v. Deputy General Manager, Canara Bank, Kollam & Others** 2014 (1) KHC 51.

In the said circumstance, interference is declined and the writ petition is dismissed.

**P.R. RAMACHANDRA MENON,
JUDGE.**

kp/-