IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.K.JAYASANKARAN NAMBIAR

TUESDAY, THE 17TH DAY OF MARCH 2015/26TH PHALGUNA, 1936

WP(C).No. 1663 of 2015 (G)

PETITIONER(S):
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1. GOPINATHAN PILLAI
   S/O.GOPALA PILLAI, RADHIKA BHAVAN
   ERAVANKARA P.O. MAVELIKKARA, ALAPPUZHA DISTRICT
   PIN 690 108

2. RADHIKA, W/O.GOINATHAN PILLAI G.
   RADHIKA BHAVAN, ERAVANKARA P.O. MAVELIKKARA
   ALAPPUZHA DISTRICT, PIN 690 108.

   BY ADVS.SRI.B.PRAMOD
   SRI.S.K.SAJI

RESPONDENT(S):
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1. THE AUTHORISED OFFICER, CATHOLIC SYRIAN BANK LTD, KOTTAYAM
   ZONAL OFFICE, DARSANA BUILDING, SASTRI ROAD
   KOTTAYAM 686001

2. THE CATHOLIC SYRIAN BANK LTD.
   KALLUMALA BRANCH, MAVELIKKARA, REP.BY ITS MANAGER.

3. SUKUMARA PILLAI G.
   S/O.GOPALA PILLAI, SURABHI, ERAVANKARA P.O
   MAVELIKKARA ALAPPUZHA DISTRICT, PIN-690 108

4. SUBADRA DEVI
   W/O.SUKUMARA PILLAI G., SURABHI, ERAVANKARA P.O
   MAVELIKKARA ALAPPUZHA DISTRICT, PIN-690 108

   R1-R2 BY ADV. SRI.R.S.KALKURA, STANDING COUNSEL
   R3 & 4 BY ADV. SRI.R.PADMAKUMAR
   R3 & 4 BY ADV. SRI.N.ASHOK KUMAR

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 17-03-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

WP(C).No. 1663 of 2015 (G)

APPENDIX

PETITIONER(S)' EXHIBITS

EXT.P1 -	**TRUE COPY OF THE LOAN SANCTION LETTER DATED 18-2-2013 ISSUED BY THE BANK**
EXT.P2 -	**TRUE COPY OF THE AGREEMENT DATED 17-5-2013 EXECUTE BETWEEN THE 1ST PETITIONER AND THE RESPONDENTS 3 AND 4**
EXT.P3 -	**TRUE COPY OF THE DEMAND NOTICE DATED 10-11-2014**
EXT.P4 -	**TRUE COPY OF THE RECEIPT DATED 26-11-2014 ISSUED BY THE 2ND RESPONDENT**
EXT.P5 -	**TRUE COPY OF THE POSSESSION NOTICE DATED 29-12-2014 ISSUED BY THE 1ST RESPONDENT.**

RESPONDENT'S EXHIBITS:
-------------------------------------- **NIL**

// True copy //

PA to Judge

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A.K.JAYASANKARAN NAMBIAR, J.

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W.P.(C). No. 1663 of 2015

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Dated this the 17th day of March, 2015

JUDGMENT

The petitioners, who had availed a cash credit facility from the respondent bank, defaulted in repayment of the same. Consequently, the respondent bank initiated proceedings under the Securitisation and Reconstructions of Financial Assets and Enforcement of Security Interest Act, 2002, hereinafter referred to as the 'SARFAESI Act', to recover the loan amounts. Ext.P5 is the possession notice issued to the petitioners under Section 13(2) of the SARFAESI Act. In the writ petition, the petitioners impugn the steps initiated by the respondent bank for recovery of the loan amounts.

2. I have heard the learned counsel appearing on behalf of the petitioners as also the learned Standing Counsel appearing on behalf of the respondents.

3. On a consideration of the facts and circumstances of the case and the submissions made across the bar, I note that the sole prayer of the petitioners is to permit them to remit the balance amounts outstanding to the bank in easy installments. Taking into account the plea of financial hardship raised by the petitioners, I

dispose the writ petition with the following directions:-

(i) The total outstanding amount from the petitioners to the respondent bank under the Over Draft facility, is stated to be Rs.41,76,459/- together with accrued interest. It is submitted by counsel for respondents 3 and 4 that, out of the said amount, respondents 3 and 4, who stood as guarantors to the loan, and have deposited an amount of Rs.24,00,000/- with the respondent bank in a separate account, are agreeable to an amount of Rs.22,00,000/- being appropriated by the respondent bank from their account, towards repayment of the aforementioned amount of Rs.41,76,459/-. After giving credit to the said amount, the balance amount outstanding from the petitioners will be Rs.19,76,459/-. Accordingly, if the petitioners remit the aforesaid amount of Rs.19,76,459/- together with accrued interest in ten equal and successive monthly installments commencing from 30.03.2015, then the recovery steps initiated against them by the respondent bank shall be kept in abeyance.

(ii) It is made clear that if the petitioners commit a default in respect of any of the installments, they will lose the benefit of this judgment and the respondent bank will be free to continue the recovery proceedings against them from the stage at which they presently stand.

Sd/-
A.K.JAYASANKARAN NAMBIAR
JUDGE

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