IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.K.JAYASANKARAN NAMBIAR

TUESDAY, THE 3RD DAY OF FEBRUARY 2015/14TH MAGHA, 1936`

WP(C).No. 3306 of 2015 (K)

PETITIONER :

R.PRABHAKARAN, AGED 62 YEARS,
SON OF K.RAGHAVAN PILLAI,
PROPRIETOR "PREJEESH GLASS EMPORIUM",
HOSPITAL JN.,KUNDARA, KOLLAM - 691 501.

BY ADV. SRI.HARISH GOPINATH

RESPONDENTS:-
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1. THE AUTHORISED OFFICER,
UCO BANK, QUILON BRANCH, KHAISE BUILDING,
BEACH ROAD, KOLLAM - 691 001.

2. CHIEF MANAGER,
UCO BANK, KOLLAM BRANCH, KHAISE BUILDING,
BEACH ROAD, KOLLAM - 691 001.

R1 & R2 BY ADV. SRI.GEORGE KARITHANAM VARGHESE,SC,UCO BANK

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 03-02-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

sts

WP(C).No. 3306 of 2015 (K)

APPENDIX

PETITIONER(S)' EXHIBITS

EXHIBIT P1.	**TRUE COPY OF THE LETTER DATED 07.07.2014 ISSUED BY THE 2ND RESPONDENT.**
EXHIBIT P2.	**TRUE COPY OF POSSESSION NOTICE DATED 27.10.2014 ISSUED BY THE 1ST RESPONDENT.**
EXHIBIT P3.	**TRUE COPYOF SALE NOTICE DATED 30.12.2014 ISSUED BY THE 1ST RESPONDENT.**
EXHIBIT P4.	**TRUE COPY OF REPRESENTATION DATED 03.01.2015 ISSUED BY THE PETITIONER TO THE 2ND RESPONDENT.**
EXHIBIT P5.	**TRUE COPY OF REPRESENTATION DATED 06.01.2015 ISSUED BY THE PETITIONER TO THE 2ND RESPONDENT.**
EXHIBIT P6.	**TRUE COPY OF LETTER DATED 08.01.2015 ISSUED BY 2ND RESPONDENT.**
EXHIBIT P7.	**TRUE COPY OF THE RECEIPT DATED 15.01.2015.**

RESPONDENT(S)' EXHIBITS: NIL

/TRUE COPY/

P.A.TO.JUDGE

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A.K.JAYASANKARAN NAMBIAR, J.

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W.P.(C) No. 3306 of 2015 (K)

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Dated this the 3rd day of February, 2015

JUDGMENT

The petitioner, who had availed of a housing loan and a cash credit facility from the respondent Bank, defaulted in re-payment 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', against the petitioner. Ext.P2 is the possession notice issued under Section 13(2) of SARFAESI Act and Ext.P3 is the sale notice issued by the respondent Bank to the petitioner in that regard. In the writ petition, the petitioner impugns the steps initiated by the respondent Bank for recovery of the loan amounts.

2. Heard Sri Harish Gopinath, the learned counsel appearing for the petitioner and Sri.George K.Varghese, learned Standing Counsel appearing for the respondents.

3. On a consideration of the facts and circumstances of the case and also the submissions made across the Bar, I note that the sole prayer of the petitioner is to permit him to remit the overdue amount outstanding to the bank in easy instalments. Taking into account the plea of financial hardship raised by the petitioner, I dispose the writ petition with the following directions:

i) The total overdue amount from the petitioner to the respondent Bank in respect of the housing loan is stated to be Rs.8,70,000/- together with accrued interest. Similarly, the unserviced interest portion in respect of the cash credit facility is stated to be an amount of Rs.6,50,000/- together with accrued interest as on today. Under the circumstance, if the petitioner remits an amount of Rs.2,00,000/- on or before 19.02.2015, and then effects payment of the remaining amount of Rs.13,20,000/-, together with accrued interest thereon, in six equal and successive monthly installments commencing from 15.03.2015; and continues to pay the regular monthly installments as per the original loan schedule in respect of the Housing Loan, then, the recovery steps initiated against him by the respondent bank shall be kept in abeyance.

ii) It is made clear that, if the petitioner commits a default in respect of any of the installments, he will lose the benefits of this judgment and the respondent bank will be free to continue the recovery proceedings against him from the stage at which they presently stand.

iii) I make it clear that, the respondent Bank can adjust the payments effected by the petitioner pursuant to this judgment, towards the interest dues in the cash credit facility first, before adjusting the same towards the dues in the housing loan account.

Sd/-
A.K.JAYASANKARAN NAMBIAR
JUDGE

AMV/03/02/