

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE V.CHITAMBARESH

TUESDAY, THE 21ST DAY OF JULY 2015/30TH ASHADHA, 1937

WP(C).No. 4083 of 2015 (I)

PETITIONER:

**MADHU, AGED 49 YEARS,
S/O. KUTTAPPAN NAIR,
BIJU SADANAM, THAZHUTHALA,
ADICHANALLOOR VILLAGE, KOLLAM.**

BY ADV. SRI. B.MOHANLAL

RESPONDENT(S):

- 1. THE JOINT REGISTRAR OF CO-OPERATIVE SOCIETIES,
COLLECTORATE, CUTCHERY P.O., KOLLAM - 691 013.**
- 2. THE ADICHANALLOOR FARMERS SERVICE CO-OPERATIVE BANK LTD-2609,
ADICHANALLOOR P.O., KOLLAM - 691 573.
REPRESENTED BY ITS SECRETARY.**
- 3. THE SALE OFFICER,
THE ADICHANALLOOR FARMERS SERVICE CO-OPERATIVE BANK LTD-2609,
ADICHANALLOOR P.O., KOLLAM.
(ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES, KOLLAM - 691 573).**

**R1 BY GOVERNMENT PLEADER SRI. GOPAKUMAR. G.
R2 BY ADVS. SRI. G.D.PANICKER
SMT. JEENA JOSEPH**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 21-07-2015,
THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

APPENDIX

PETITIONER(S)' EXHIBITS

EXHIBIT P1: THE TRUE COPY OF THE NOTICE E.P.NO:309/2013 ISSUED BY THE 3RD RESPONDENT TO THE PETITIONER.

EXHIBIT P2: TRUE COPY OF THE NOTICE A.R.C.NO:2456/2012 IN E.P.NO:309/2013 ISSUED BY THE 3RD RESPONDENT FOR SALE OF THE PETITIONER'S PROPERTY.

RESPONDENT(S)' EXHIBITS

EXHIBIT R2(a): A TRUE PHOTOCOPY OF THE GEHAN ON 18.08.2008.

EXHIBIT R2(b): A TRUE PHOTOCOPY OF THE VENKADA PATHRAM (AGREEMENT) DATED 21.08.2008.

EXHIBIT R2(c): A TRUE PHOTOCOPY OF THE SETTLEMENT DEED.

EXHIBIT R2(d): A TRUE PHOTOCOPY OF THE DEED NO.4845/2011 BY WHICH THE SAID PROPERTY WAS SOLD TO SMT. GRACY EDWIN.

EXHIBIT R2(e): A TRUE PHOTOCOPY OF THE ENCUMBRANCE CERTIFICATE.

EXHIBIT R2(f): A TRUE PHOTOCOPY OF THE ACKNOWLEDGEMENT CARD OF THE NOTICE DATED 06.11.2013.

EXHIBIT R2(g): A TRUE PHOTOCOPY OF THE AWARD DATED 16.07.2012.

EXHIBIT R2(h): A TRUE PHOTOCOPY OF THE EA DEMAND NOTICE DATED 19.02.2013.

//TRUE COPY//

P.A. TO JUDGE

V. CHITAMBARESH, J.

W.P. (C) No. 4083/2015

Dated this the 21st day of July, 2015

JUDGMENT

The fact that the petitioner had sold the property pledged to the 2nd respondent Bank to another is not very material. This is because the sale by the petitioner can only be subject to the mortgage in favour of the 2nd respondent Bank. The right of the mortgagee is unaffected by this course (see:- ***Madhan V. Sub Registrar[2014 (1) KLT 406]***)

2. All that the petitioner prays is for easy instalments to pay the balance. The petitioner has reportedly remitted a sum of ₹2,50,000/- in compliance with the interim order. I permit the petitioner to pay the balance amount in four equal monthly instalments. The instalments shall be paid on or before the last date in the months of August, September, October and November, 2015 (with

interest).

3. The coercive proceedings against the petitioner shall be put on held if the instalments are paid. Coercive steps at the instance of the, 2nd respondent Bank will continue if any of the instalments are defaulted by the petitioner.

The writ petition is disposed of.

Sd/-
V. CHITAMBARESH
JUDGE

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