

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.K.JAYASANKARAN NAMBIAR

TUESDAY, THE 3RD DAY OF MARCH 2015/12TH PHALGUNA, 1936

WP(C).No. 6624 of 2015 (C)

PETITIONER:

**SWAPNA RAVI, W/O.RAVI,
KOLATHENGATT HOUSE, KUNNAMKULAM POST,
KANIYAMPAL, THRISSUR DISTRICT-680 503.**

**BY ADVS.SMT.T.P.SINDHUMOL,
SMT.T.P.LEKSHMI VARMA,
SRI.AJAY V.ANAND.**

RESPONDENTS:

- 1. THE AUTHORISED OFFICER,
THE THRISSUR DISTRICT CO-OPERATIVE BANK LTD.,
HEAD OFFICE, SAHAKARANA SATABDI MANDIRAM,
KOVILAKATHUMPADAM, THIRUVAMBADI. P.O,
THRISSUR-680 022.**
- 2. THE THRISSUR DISTRICT CO-OPERATIVE BANK LTD,
KUNNAMKULAM MAIN BRANCH 3, THRISSUR DISTRICT,
REPRESENTED BY ITS AUTHORISED OFFICER.**

BY ADV. SRI.C.A.MAJEED, SC.

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

rs.

WP(C).No. 6624 of 2015 (C)

APPENDIX

PETITIONER'S EXHIBITS:-

EXT.P1 TRUE COPY OF THE DEMAND NOTICE.

EXT.P2 TRUE COPY OF THE POSSESSION NOTICE.

RESPONDENT'S EXHIBITS:-

NIL.

//TRUE COPY//

P.A TO JUDGE

rs.

A.K.JAYASANKARAN NAMBIAR, J.

.....
W.P.(C) No. 6624 of 2015 (C)

.....
Dated this the 3rd day of March, 2015

JUDGMENT

The petitioner, who had availed of a loan from the 2nd respondent Bank, creating security interest over property, 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.P1 is the notice issued under Section 13(2) and Ext.P2 is the possession notice issued under Section 13(4) of SARFAESI Act, 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 Smt.Sindhumol.T.P., the learned counsel appearing for the petitioner and Sri.C.A.Majeed, learned Standing Counsel appearing for 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 petitioner is to permit him to remit the overdue amount outstanding to the bank in easy installments. Taking into

account the plea of financial hardship raised by the petitioner, I dispose the writ petition with the following directions:

i) The overdue amount from the petitioner to the respondent Bank under the loan agreement is stated to be Rs.3,04,497/- together with accrued interest. Accordingly, if the petitioner remits the overdue amount of Rs.3,04,497/- together with accrued interest in eight equal and successive monthly installments commencing from 16.03.2015, and continues to pay the regular monthly installments as per the original loan schedule, 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.

Sd/-
A.K.JAYASANKARAN NAMBIAR
JUDGE