IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.K.JAYASANKARAN NAMBIAR

WEDNESDAY, THE 25TH DAY OF MARCH 2015/4TH CHAITHRA, 1937

WP(C).NO. 9554 OF 2015 (T)

PETITIONER(S):

ABY IDUKKILA, S/O.IDUKKILA,
AGED 35 YEARS, NAITHELIL HOUSE,
ANAKKARA P.O., ANAKKARA VILLAGE,
UDUMBANCHOLA TALUK, IDUKKI DISTRICT.

BY ADV. SRI.ALEXANDER GEORGE

RESPONDENTS:

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1. THE IDUKKI DISTRICT CO OPERATIVE BANK LTD.
   REPRESENTED BY ITS BRANCH MANAGER,
   NEDUMKANDAM BRANCH, IDUKKI-685 625.

2. AUTHORISED OFFICER,
   IDUKKI DISTRICT CO OPERATIVE BANK,
   HEAD OFFICE, IDUKKI COLONY P.O., PIN-685 602.

BY SRI.P.C.CHACKO, SC

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 25-03-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

AS

APPENDIX

PETITIONER'S EXHIBITS:

EXT.P1: COPY OF THE NOTICE UNDER RULE 8(a) OF SECURITY INTEREST (ENFORCEMENT) RULES, 2002 DATED 20.02.2015.

EXT.P2: COPY OF THE NOTICE DATED 20.02.2015 ISSUED BY THE SECOND RESPONDENT TO THE PETITIONER.

RESPONDENT'S EXHIBITS: NIL

/TRUE COPY/

P.A. TO JUDGE

AS

A.K.JAYASANKARAN NAMBIAR, J.
...
W.P.(C) No. 9554 of 2015 (T)
...
Dated this the 25th day of March, 2015

JUDGMENT

The petitioner, who stood as guarantor to a Cash Credit facility that was extended to Sunil Madhavan by the 1st respondent Bank, is aggrieved by the steps taken by the respondent Bank in proceedings against his property, that was mortgaged as security for the loan extended to the said Sunil Madhavan. Ext.P1 is the possession notice issued by the respondent Bank to the petitioner in that regard. It is stated that pursuant to the said notice, the Bank has also taken possession of the secured assets. In the writ petition, the petitioner impugns the steps initiated by the respondent Bank for recovery of the loan amounts.

2. Heard Sri.Alexander George, learned counsel appearing for the petitioner and Sri.P.C.Chacko, 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 total overdue amount 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. Total overdue amount in respect of the Cash Credit facility availed by Sunil Madhavan is stated to be an amount of Rs.10,41,000/- together with accrued interest. Accordingly if the petitioner remits an amount of Rs.5,00,000/- on or before 31.03.2015 and the balance amount of Rs.5,41,000/- together with accrued interest on or before 30.04.2015, 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 benefit 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, on the petitioner paying the first instalment on 31.03.2015, it will be open to him to approach the respondent Bank with an application for extension of any benefit under a One Time Settlement Scheme. If the respondent Bank finds the petitioner eligible for the said benefit, then, it shall intimate the petitioner of the same and the future liability of the petitioner shall only be in such reduced amounts.

Sd/-
A.K.JAYASANKARAN NAMBIAR
JUDGE

AMV/27/03/