IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

WEDNESDAY, THE 9TH DAY OF DECEMBER 2015/18TH AGRAHAYANA, 1937

WP(C).No. 9555 of 2015 (T)

PETITIONER:

SHIJILA ANEESH, AGED 30 YEARS,
W/O. ANEESH, NEERCHALIL HOUSE, PERAMBRA P.O.,
KOZHIKODE.

BY ADV. SRI.S.NIDHEESH

RESPONDENTS:

THE PERAMBRA REGIONAL CO-OPERATIVE BANK
LIMITED NO. F 1752, REPRESENTED BY ITS SECRETARY,
PERAMBRA, KOZHIKODE.

R1 BY ADV. SRI.P.V.KUNHIKRISHNAN

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
09-12-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

APPENDIX

PETITIONER'S EXHIBITS :

EXHIBIT-P1-TRUE COPY OF THE PASS BOOK.

EXHIBIT-P2-TRUE COPY OF THE ACCOUNT DETAILS.

EXHIBIT-P3-TRUE COPY OF THE NOTICE DATED 15/12/2014.

RESPONDENTS' EXHIBITS: NIL

/True Copy/

P.A to Judge.

rv

DAMA SESHADRI NAIDU, J.

W.P. (C) No. 9555 of 2015 (T)

Dated this the 9th day of December, 2015.

JUDGMENT

Heard the learned counsel for the petitioner and the learned counsel for the respondent Bank, apart from perusing the record.

2. The petitioner, a borrower from the respondent Bank, assailed Ext.P3 notice directing payment of ₹ 1,65,856/- .

3. The learned counsel for the petitioner has submitted that the petitioner, despite her best efforts, could not repay the loan amount owing to stringent financial conditions faced by her. Accordingly, the petitioner has sought the indulgence of this Court for a direction to the respondent Bank to receive from the petitioner the outstanding loan amount in instalments.

4. Before appreciating the submissions of the learned counsel for the respondent Bank, I may have to observe that expansive as the jurisdiction of Article 226 of the Constitution of India is, I am afraid, it does not go to the extent of interdicting the contractual terms, especially in a financial transaction involving public money, so as to compel the respondent Bank to agree for instalments.

5. Be that as it may, evidently being fully aware of the difficulties involved in realising the loan amounts through the process of invidious sale of the property, the learned counsel for the respondent, to his credit, evidently on instructions, has submitted that the respondent Bank is willing to collect the outstanding loan amount in twelve monthly instalments.

In the facts and circumstances, essentially based on the concession made by the learned counsel for the respondent Bank, this Court disposes of the writ petition with a direction to the petitioner to pay the entire outstanding loan amount in twelve equal monthly instalments starting from 01.01.2016. Needless to observe that, if the petitioner fails to deposit the said amount within the stipulated time, the respondent Bank is at liberty to proceed further without recourse to this Court.

sd/- DAMA SESHADRI NAIDU, JUDGE.

rv