IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

TUESDAY, THE 28TH DAY OF APRIL 2015/8TH VAISAKHA, 1937

WP(C).No. 13091 of 2015 (j)

PETITIONER :

JAMAL HAJI,
S/O.ABDULLA HAJI, AGED 55 YEARS,
PROPRIETOR, 'SAREE PARK',
AYISHAS, MOTTAMMAL P.O., KANNUR.

BY ADVS.SRI.A.K.ABDUL AZEEZ
SRI.T.K.SASINDRAN

RESPONDENT(S):
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1. THE CHAIRMAN & MANAGING DIRECTOR,
   STATE BANK OF INDIA, CORPORATE OFFICE,
   NARIMAN POINT, MUMBAI-400 020.

2. STATE BANK OF INDIA,
   RETAIL ASSETS SMALL & MEDIUM ENTERPRISES
   CITY CREDIT CENTRE (RASMECCC), (CODE NO.10210),
   S N PARK ROAD, KANNUR-670 001,
   REPRESENTED BY ITS ASST. GENERAL MANAGER.

R1 & R2 BY SRI.S.EASWARAN,SC

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 28-04-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

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WP(C).No. 13091 of 2015 (j)
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APPENDIX

PETITIONER(S)' EXHIBITS

EXHIBIT-P1: TRUE COPY OF TERMS OF COMPROMISE DATED 6.12.2014 ISSUED BY THE NATIONAL LOK ADALATH IN SA NO.257/13 OF THE DEBTS RECOVERY TRIBUNAL, ERNAKULAM.

EXHIBIT-P2: TRUE COPIES OF THE RECEIPTS SHOWING THE TOTAL REMITTANCE OF RS.34 LAKHS.

EXHIBIT-P3: TRUE COPY OF THE LETTER ISSUED BY THE 2ND RESPONDENT.

EXHIBIT-P4: TRUE COPY OF THE MEDICAL CERTIFICATE DATED 22.4.2015 CERTIFYING THE TREATMENT WHICH THE PETITIONER IS UNDERGOING AT PRESENT.

RESPONDENT(S)' EXHIBITS: NIL

/TRUE COPY/

P.A.TO JUDGE

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K.VINOD CHANDRAN, J.

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W.P.(C).No.13091 of 2015

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Dated this the 28th day of April, 2015

JUDGMENT

The petitioner challenges Ext.P3 communication issued by the respondent bank by which the settlement entered into by the petitioner with the bank was withdrawn for reason of the terms having not been complied with by the petitioner. The petitioner also seeks further time to make payment of ₹ 6 lakhs as ordered in Ext.P1.

2. Admittedly, the petitioner is a defaulter and on the matter being referred to the National Lok Adalath by Ext.P1, the bank agreed to a compromise. The petitioner has to pay an amount of ₹ 40 lakhs in instalments of ₹ 10 lakhs on 15.01.2015, 28.02.2015, 23.03.2015 and 30.04.2015. As is evident from Ext.P3, the 1st instalment of ₹ 10 lakhs alone was remitted in compliance with the compromise. With respect to the 2nd instalment, only ₹ 6 lakhs was remitted. It was in such circumstances, the respondent bank had issued Ext.P3 communication. According to this Court, the respondent bank was perfectly within its right to have issued such a

communication since the terms of compromise were not satisfied by the petitioner. The petitioner's grounds for non-compliance based on Ext.P4 medical certificate issued is not sustainable. This Court is not inclined to interfere with the recovery proceedings initiated by the bank. However, if the petitioner pays the entire defaulted amounts on or before 30.04.2015, then, the petitioner shall be entitled to the benefit of Ext.P1 award de hors the fact that the installments as directed therein was not complied with.

The writ petition would stand closed with the above directions.

Sd/-
K.VINOD CHANDRAN,
JUDGE.

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