

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

MONDAY, THE 25TH DAY OF MAY 2015/4TH JYAISHTA, 19372

WP(C).No. 17821 of 2013 (C)

PETITIONER:

N.P.MOHAN DAS,
NAMBOOTHIRIMATTOM, MATTOM, KUDIVECHOOOR P.O.,
VAIKOM, KOTTAYAM, PIN CODE-686 144

BY ADVS.SRI.M.R.SASITH
SRI.M.R.SARIN PANICKER

RESPONDENTS:

1. THE JOINT REGISTRAR OF CO-OPERATIVE SOCIETIES,
KOTTAYAM, PIN-686 001
2. THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETIES,
VAIKOM, PIN-686 001
3. THE SPECIAL SALE OFFICER,
VECHOOOR PANCHAYATH SERVICE CO-OPERATIVE BANK LTD.,
KUDAVECHOOOR P O, VAIKOM-686 144
4. VECHOOOR PANCHAYATH
SERVICE CO-OPERATIVE BANK LTD., KUDAVECHOOOR P.O.,
VAIKOM-686 144, REP BY ITS SECRETARY.

R4 BY ADV. SRI.T.A.SHAJI (SR.)
R4 BY ADV. SRI.M.A.ASIF
R BY SRI. G. GOPAKUMAR, GOVERNMENT PLEADER

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
25-05-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

APPENDIX

PETITIONER'S EXHIBITS :

EXT.P1:-A TRUE COPY OF THE REPRESENTATION SUBMITTED BEFORE THE 4TH RESPONDENT.

EXT.P2:-A TRUE COPY OF THE COMMUNICATION DTD 3/3/2012 ISSUED BY THE 1ST RESPONDENT.

EXT.P3:-A TRUE COPY OF THE APPLICATION UNDER THE RIGHT TO INFORMATION ACT DTD 16/11/2012.

EXT.P4:-A TRUE COPY OF THE COMMUNICATION DTD 26/12/2012.

EXT.P5:-A TRUE COPY OF THE COMMUNICATION DTD 4/4/2013 ISSUED BY THE 1ST RESPONDENT.

EXT.P6:-TRUE COPY OF THE COMMUNICATION DTD 20/4/2013 ISSUED BY THE 2ND RESPONDENT.

RESPONDENTS' EXHIBITS : NIL

/True Copy/

P.A to Judge.

DAMA SESHADRI NAIDU, J.

W.P. (C) No. 17821 of 2013

Dated this the 25th day of May, 2015.

JUDGMENT

Heard the learned counsel for the petitioner and the learned Standing Counsel for the respondent Bank, apart from perusing the record. Since the issue lies in a narrow compass, this Court proposes to dispose of the writ petition at the admission stage itself.

2. The petitioner initially on 16.06.2000 availed himself of a loan for ₹ 25,000/- from the 4th respondent after mortgaging 24 cents of landed property. When the petitioner committed default in repaying the loan, the 4th respondent Bank auctioned the property for an amount of ₹ 68,528/-, and incidentally the very Bank purchased the property in auction.

3. When the petitioner approached the respondent Bank for re-purchasing the property, the Bank, according to the petitioner, initially agreed to re-convey the property on the petitioner's paying the amount due, for which purpose the Bank is also said to have agreed to provide a different loan. When nothing emerged

thereafter, the petitioner approached the first respondent and invited Ext.P6 order. Later, complaining of the non-implementation of Ext.P6, the petitioner has filed the present writ petition.

4. Based on the representation of both the parties, this Court referred the matter to the Mediation Centre which, having conducted mediation, submitted its report dated 08.05.2015 along with the Memorandum of Agreement reached between both the parties. The said mediation report along with the Memorandum of Agreement has become part of the record.

5. The learned counsel for the petitioner has submitted that as per the memorandum of agreement, the petitioner has to pay ₹1,00,000/- on or before 28.04.2015. According to him, the petitioner, owing to financial difficulties, instead of paying it on or before 28.04.2015, paid it today. He has further submitted that notwithstanding the delayed payment, the respondent bank has accepted the said payment. Under these circumstances, the petitioner has urged this Court to close the writ petition recording the factum of his paying the entire amount in terms of the memorandum of agreement dated 28.04.2015.

6. The learned Standing Counsel for the 4th respondent, on instructions, has submitted that the respondent Bank has received the amount in terms of the memorandum of agreement dated 28.04.2015, and that it does not have any objection for having the writ closed by the Court by recording the said payment of ₹ 1,00,000/- as the full and final settlement of the amount due to the Bank.

In the facts and circumstances, having regard to the respective submissions of the learned counsel for the petitioner and the learned Standing Counsel for the respondent Bank, this Court closes the writ petition, recording the factum of the petitioner and the 4th respondent Bank entering into the memorandum of agreement dated 28.04.2015 pursuant to the efforts made by the Mediation Centre, and the further factum of the petitioner paying ₹ 1,00,000/- being the full and final settlement of the loan amount due to the respondent Bank. No order as to costs.

sd/- DAMA SESHADRI NAIDU, JUDGE.

