IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

TUESDAY, THE 18TH DAY OF AUGUST 2015/27TH SRAVANA, 1937

WP(C).No. 20513 of 2015 (L)

PETITIONER:

BUNIYAMEEN.K.V.,
S/O MAMMAD KOYA, KAITHAVALPPIL (HO), VENGERI,
KOZHIKODE

BY ADV. SRI.NIRMAL. S

RESPONDENTS:
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1. THE SPECIAL SALE OFFICER,
THE CALICUT CITY SERVICE CO-OPERATIVE BANK LTD.,
OFFICE OF THE ASSISTANT GEGISTRAR OF CO-OPERATIVE
SOCIETIES (GENERAL), KOZHIKODE 673 001

2. THE AUTHORISED OFFICER,
THE CALICUT CITY SERVICE CO-OPERATIVE BANK LTD.,
KOZHIKODE, 673 001

3. ABDULNAZER K.V.,
S/O MAMMAD KOYA, KAITHAVALPPIL (HO), VENGERI,
KOZHIKODE 673 010

4. YOUSAF K.V.,
S/O MAMMAD KOYA, KAITHAVALPPIL (HO), VENGERI,
KOZHIKODE 673 010

R2 BY ADV. SRI.B.S.SWATHY KUMAR
R2 BY ADV. SRI.REMYA MURALI
R2 BY ADV. SMT.T.RESHMA
R2 BY ADV. SRI.VENKATESH GOPI

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 18-08-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

WP(C).No. 20513 of 2015 (L)

APPENDIX

PETITIONER'S EXHIBITS Z;

EXT.P1: TRUE COPY OF THE NOTICE DT. 21/5/13.

EXT.P2: TRUE COPY OF THE NOTICE DT. 19/6/15

RESPONDENTS' EXHIBITS: NIL

/True Copy/

P.A to Judge.

rv

DAMA SESHADRI NAIDU, J.

W.P. (C) No. 20513 of 2015 (L)

Dated this the 18th day of August, 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 second respondent Bank, assailed Ext.P2 notice directing payment of ₹ 1,18,266/- .

3. The learned counsel for the petitioner has submitted that the petitioner, despite his best efforts, could not repay the loan amount owing to stringent financial conditions faced by him. 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 second respondent Bank, it is to be placed on record 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 second respondent, to his credit, evidently on instructions, has submitted that the respondent Bank is willing to collect the outstanding loan amount in six 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 (after deducting the amount that have already paid, including the amount that was paid pursuant to the interim direction of this Court on 08.07.2015) in six equal monthly instalments starting from 01.10.2015. 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.

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