IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.MUHAMED MUSTAQUE

MONDAY, THE 10TH DAY OF AUGUST 2015/19TH SRAVANA, 1937

WP(C).No. 21310 of 2015 (K)

PETITIONER(S):

SULAIKHA,
AGED 52 YEARS, D/O.YOUSAF,
THERUVATH VEETTIL HOUSE, NEAR JUMA MASJID,
P.O.PONNANI, KARUKATHURUTHY, MALAPPURAM DISTRICT,
PIN - 679577.

BY ADVS.SRI.P.G.SURESH
SRI.G.SUDHEER (THURAVOOR)
SRI.RAJAN VISHNURAJ
SRI.V.HARISH

RESPONDENT(S):

1. THE MANAGER,
   CANARA BANK, PONNANI, P.O.PONNANI,
   MALAPPURAM DISTRICT, PIN - 679 577.

2. THE DEPUTY TAHSILDAR (RR),
   PONNANI TALUK, P.O.PONNANI,
   MALAPPURAM DISTRICT,
   PIN - 679 577.

3. THE VILLAGE OFFICER,
   EAZHAVATHURUTHY VILLAGE OFFICE, EAZHAVATHURUTHY,
   MALAPPURAM DISTRICT, PIN - 679 577.

*ADDL. R4 IS IMPLEADED

R4. MR.SHAMSUDHEEN,
S/O.IMBACHI, THERUVATH VEETTIL HOUSE, EZHVATHURUTHY AMSOM,
P.O. PONNANI, KARUKATHURUTHY DESAM,
MALAPPURAM DISTRICT - 679 577.

(*ADDITIONAL R4 IS IMPLEADED AS PER ORDER DATED 19/08/2015 IN IA NO.10213/2015)

BY GOVERNMENT PLEADER SMT.M.T.SHEEBA
BY SRI.PAULY MATHEW MURICKEN, SC, CANARA BANK.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 10-08-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

rvs.

APPENDIX

PETITIONER(S)' EXHIBITS :

EXHIBIT-P1: TRUE COPY OF THE AGREEMENT EXECUTED IN BETWEEN THE PETITIONER AND MR.SHAMSUDHEEN DATED 31.12.2013.

EXHIBIT-P2: THE TRUE COPY OF THE REVENUE RECOVERY NOTICE DATED 21.06.2015 ISSUED BY THE 2ND RESPONDENT.

RESPONDENT(S)' EXHIBITS :

NIL.

/TRUE COPY/

P.A.TO JUDGE

RVS.

A.MUHAMED MUSTAQUE, J.

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W.P.(C) No.21310 of 2015

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Dated this the 10th day of August, 2015

JUDGMENT

The petitioner is a guarantor to the vehicle loan availed by her former husband Mr.Shamsudheen, additional fourth respondent. The petitioner and fourth respondent got separated by divorce as per Ext.P1 agreement. As per the agreement, the petitioner is liable to pay an amount of Rs.28,30,000/ to the fourth respondent.

2. The petitioner is now threatened with revenue recovery proceedings by the Bank, being a guarantor to recover the loan amount under the vehicle loan. The liability is around Rs.14 lakhs. The petitioner submits that she is prepared to clear the entire liability in six months time and amount may be set off against the amount due to the fourth respondent as per Ext.P1 agreement.

3. Learned counsel for the Bank opposes the prayers of the petitioner and submits that the petitioner is having sufficient immovable property and being a guarantor is liable to pay the amount due to the Bank.

Considering the fact that the petitioner is prepared to pay the entire liability, following directions are issued:

i. The petitioner shall remit Rs.1 lakh within one month from today.

ii. Thereafter, the petitioner shall remit Rs.25,000/- per month for a period of four months from the succeeding month onwards and in the ensuing month, the petitioner shall discharge the entire balance amount in lumpsum.

iii. If the petitioner commits default in remitting anyone of the instalments, the Bank is free to proceed against the petitioner in accordance with law.

iv. Any amount paid by the petitioner based on the directions of this Court is recoverable from the fourth respondent in accordance with law including by way of set off against the amount due to the fourth respondent as per Ext.P1 agreement.

The writ petition is disposed of as above.

Sd/-

A.MUHAMED MUSTAQUE, JUDGE

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