

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

WEDNESDAY, THE 5TH DAY OF AUGUST 2015/14TH SRAVANA, 1937

WP(C).No. 21528 of 2015 (M)

PETITIONER : -

ALEYAMMA, AGED 46 YEARS,
W/O. YOHANNAN, KARMEL MANDIRAM,
CHERUPOIKA MURI,
PAVITHRESWARAM VILLAGE,
KOTTARAKARA TALK, KOLLAM DISTRICT.

BY ADV. SRI. K. VANIL KUMAR

RESPONDENTS :-

1. SPECIAL SALE OFFICER,
KOTTARAKARA PRIMARY CO-OPERATIVE AGRICULTURAL AND RURAL
DEVELOPMENT BANK LTD NO.Q 1511,
KOTTARAKKARA, KOLLAM DISTRICT - 691 521.
2. SECRETARY/MANAGER,
KOTTARAKARA PRIMARY CO-OPERATIVE AGRICULTURAL AND RURAL
DEVELOPMENT BANK LTD NO.Q 1511,
KOTTARAKKARA, KOLLAM DISTRICT - 691 521.

R2 BY ADV. SRI. V. G. ARUN

R2 BY ADV. SRI. T. R. HARIKUMAR

R1 BY GOVERNMENT PLEADER SRI. G. GOPAKUMAR

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
05-08-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

WP(C).No. 21528 of 2015 (M)

APPENDIX

PETITIONER'S EXHIBITS : -

EXHIBIT P1 : COPY OF THE NOTICE DATED 10.6.15 ISSUED BY THE 1st
RESPONDENT.

EXHIBIT P2 : COPY OF THE NOTICE DATED 1.7.15 ISSUED BY THE 1st
RESPONDENT.

RESPONDENTS' EXHIBITS : - NIL.

// TRUE COPY //

P.A. TO JUDGE

DMR/-

DAMA SESHADRI NAIDU, J.

W.P.(c) No. 21528 of 2015

Dated this the 05th day of August, 2015

JUDGMENT

Heard the learned counsel for the petitioner and the learned counsel for the respondent, as well as the learned Government Pleader, 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. Briefly stated, the petitioner, who availed herself of two loans of Rs.65,000/- and Rs.2,50,000/- from the second respondent on 07.05.2010 and 09.06.2012 respectively for agricultural purpose by depositing the title deed of her 06.07Ares of residential property in Re-Sy.No.408/7/1/2 of Pavithreswaram Village. She committed default in course of time.

3. Ventilating her grievance that she could not repay the loan amount owing to stringent financial constraints

faced by her and that in the meanwhile the respondent Bank has been initiating recovery proceedings against her, the petitioner has filed the present writ petition.

4. The learned counsel for the petitioner has submitted that at no point of time has the petitioner got any intention of evading the loan. On the other hand, the petitioner, contends the learned counsel, is willing to pay the entire amount due, in instalments. The learned counsel has fairly submitted that, though the petitioner could not as a matter of right insist on her paying the loan amount in monthly instalments, purely owing to financial constraints, she has sought the intervention of this Court.

5. The learned counsel for the respondent Bank, having initially opposed the claims and contentions of the petitioner, has eventually consented, based on instructions, that if the petitioner undertakes to pay the entire amount outstanding in the loan account in five equal monthly instalments, the Bank is willing to accept the same.

6. In the facts and circumstances, as has been mutually agreed by the parties on either side, this Court disposes of the writ petition directing the petitioner to repay

the outstanding loan amount to the respondent Bank in five equal monthly instalments beginning from September 2015. Needless to observe, if any default is committed by the petitioner in repaying the loan amount as per the mutually agreed upon repayment schedule, the respondent Bank is at liberty to proceed further without reference to this judgment.

With the above observation, this writ petition is disposed of. No order as to costs.

**DAMA SESHADRI NAIDU
JUDGE**

DMR/-