IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

THURSDAY,THE 13TH DAY OF AUGUST 2015/22ND SRAVANA, 1937

WP(C).No. 22431 of 2015 (D)

PETITIONER : -

FATHIMA.K, AGED 35 YEARS,
W/O.SHAMSUDHEEN,
KIDATHOTH HOUSE,
CHEKKIKULAM P.O.,
KANNUR 67

BY ADV.SRI.K.RAJESH SUKUMARAN

RESPONDENTS :-

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1. KUTTIYATTOOR PANCHAYATH SERVICE CO-OPERATIVE BANK LTD,
   KUTTIYATTOOR, KANNUR 67,
   REP. BY ITS SECRETARY.

2. ASSISTANT REGISTRAR/ARBITRATOR,
   OFFICE CO THE ASSISTANT REGISTRAR OF CO-OPERATIVE SOCIETY,
   TALIPARAMBA.

R1 BY ADV.SRI.P.BHARATHAN
R1 BY ADV.SRI.GEORGE MATHEWS
BY GOVERNMENT PLEADER SRI. RAFEEK

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 13-08-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

WP(C).No. 22431 of 2015 (D)

APPENDIX

PETITIONER'S EXHIBITS : -

EXHIBIT P1 : TRUE COPY OF THE AWARDDATED 26.2.2014 IN ARC 231/2014 OF THE 2ND RESPONDENT ALONG WITH ENGLISH TRANSLATION.

RESPONDENTS' EXHIBITS : - NIL.

// TRUE COPY //

P.A. TO JUDGE

DMR/-

DAMA SESHADRI NAIDU, J.

W.P.(c) No. 22431 of 2015

Dated this the 13th day of August, 2015

<u>JUDGMENT</u>

Heard the learned counsel for the petitioner, the learned Government Pleader and the learned counsel for the first respondent Bank, apart from perusing the record.

2. The petitioner, a borrower from the first respondent Bank, assailed Ext.P1 award directing realisation of Rs.13,28,443/- along with 17.5% interest till the realisation of the amount.

3. The learned counsel for the petitioner has submitted that the petitioner, despite her best efforts, could not repay the loan amount owing to stringent financial conditions faced by her. Accordingly, the petitioner has sought indulgence of this Court for a direction to the respondent Bank to receive the outstanding loan amount in instalments from the petitioner.

4. Before appreciating the submissions of the learned counsel for the first respondent Bank, it is to be placed on record that expansive as the jurisdiction of Article 226 of the Constitution of India may be, 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 first respondent, to his credit, evidently on instructions, has submitted that the respondent Bank is willing to collect the outstanding loan amount in fifteen 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 in fifteen equal monthly instalments starting from 01.09.2015. 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 judgment.

With the above observation, this writ petition is disposed of.

DAMA SESHADRI NAIDU
JUDGE

DMR/-