IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

FRIDAY,THE 31ST DAY OF JULY 2015/9TH SRAVANA,1937

WP(C).No. 23133 of 2015 (N)

PETITIONER: -

GOPINATHAN P,
S/O.GOVINDAN, PANAYADANHOUSE,
KARUVACHERY,PAYYANNUR, KANNUR(DIST)-670307.

BY ADV.SRI.P.BABU

RESPONDENTS: -

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1. THE KERLA STATE CO-OPERATIVE BANK LTD,
   REPRESENTED BY ITS MANAGING DIRECTOR,
   HEAD OFFICE AT THIRUVANANTHAPURAM,
   THIRUVANANTHAPURAM-695001.

2. SPECIAL SALE OFFICER,
   KOZHIKODE REGIONAL OFFICE,
   KERALA STATE CO-OPERATIVE BANK LTD,
   COLOMBO COMPLEX,
   M.M.ALI ROAD, KOZHIKODE-673002.

3. THE BRANCH MANAGER,
   THE KERALA STATE CO-OPERATIVE BANK LTD,
   KANNUR BRANCH, KANNUR-670301.

R1-3 BY SRI.GEORGE POONTHOTTAM, SC, KERALA STATE CO.OP BANK

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 31-07-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

WP(C).No. 23133 of 2015 (N)

APPENDIX

PETITIONER'S EXHIBITS : -

EXHIBIT P1 : TRUE COPY OF THE NOTICE ISSUED BY THE 2ND RESPONDENT DATED 28-7-2015.

RESPONDENTS' EXHIBITS : - NIL.

// TRUE COPY //

P.A. TO JUDGE

DMR/-

DAMA SESHADRI NAIDU, J.

W.P.(c) No. 23133 of 2015

Dated this the 31st day of July, 2015

JUDGMENT

Heard the learned counsel for the petitioner and the learned Standing Counsel for the respondents, 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 himself of a loan of Rs.75,000/- from the third respondent Bank in 2006, committed default in course of time.

3. Ventilating the grievance that the petitioner could not repay the loan amount owing to stringent financial constraints faced by him and that in the meanwhile the respondent Bank has been taking recovery proceedings against him, 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 his paying the loan amount in monthly instalments, purely owing to financial constraints, he 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 ten equal monthly instalments, the Bank is willing to accept the same.

6. In the facts and circumstances, as has been mutually agreed by the learned counsel for parties on either sides, this Court disposes of the writ petition directing the petitioner to repay the outstanding loan amount to the third respondent Bank in ten 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/-