IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

MONDAY, THE 23RD DAY OF NOVEMBER 2015/2ND AGRAHAYANA, 1937

WP(C).No. 23219 of 2015 (B)

PETITIONER(S):

SAJEEV KUMAR, AGED 47 YEARS
S/O NARAYANAN, KADAYITHARA VEEDU, MYLAKADU P.O.
KOTTIYAM, KOLLAM.

BY ADVS.SRI.BINU GEORGE
SMT.HEMALATHA

RESPONDENT(S):
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1. THE SECRETARY
THE NADAKKAL SERVICE CO-OPERATIVE BANK LTD.NO.1874
KALLUVATHUKKAL BRANCH, KOLALM-690101.

2. ASSISTANT REGISTRAR/ARBITRATOR
SPECIAL SALE OFFICER
THE NADAKKAL SERVICE CO-OPERTIVE BANK LTD.NO.1874
OFFICE OF JOINT REGISTRAR OF
CO-OPERATIVE SOCIETIES (GENERAL)
KOLLAM-690101.

R1 BY ADV. SRI.P.C.SASIDHARAN
R2 BY GOVERNMENT PLEADER SRI.G.GOPAKUMAR

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 23-11-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

VS

WP(C).No. 23219 of 2015 (B)

APPENDIX

PETITIONER(S)' EXHIBITS

EXHIBIT P1: **A TRUE COPY OF PASS BOOK OF PETITIONER.**

EXHIBIT P2: **A RUE COPY OF AWARD DATED 11.7.2013.**

RESPONDENT(S)' EXHIBITS **NIL**

/TRUE COPY/

PA TO JUDGE

VS

DAMA SESHADRI NAIDU, J.

W.P.(C).No.23219 of 2015

Dated this the 23rd day of November, 2015

<u>JUDGMENT</u>

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 first respondent Bank, assailed Ext.P2 award directing payment of Rs.6,01,171/- together with 12% interest.

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 first respondent Bank, I may have

to observe 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 first 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) in seven equal monthly instalments starting from 01.01.2016. 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

vs