

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

FRIDAY, THE 18TH DAY OF SEPTEMBER 2015/27TH BHADRA, 1937

WP(C).No. 28395 of 2015 (Y)

PETITIONER:

SHIJU, S/O OUSEPH, PALANKARA VEEDU,
SOUTH ADUVASSERY P.O., ERNAKULAM - 683 578.

BY ADV. SRI.PRASAD CHANDRAN

RESPONDENTS:

1. THE PARAVUR TALUK CO-OP AGRICULTURAL
RURAL DEVELOPMENT BANK LTD NO.E 1193,
NORTH PARAVUR, ERNAKULAM REP. BY
ITS SECRETARY. PIN 683 513.
2. THE JOINT INSPECTOR/SPECIAL SALE OFFICER,
PARAVUR TALUK CO-OP AGRICULTURAL RURAL
DEVELOPMENT BANK LTD NO.E 1193,
NORTH PARAVUR, ERNAKULAM PIN 683 513.

BY SRI.JEEMON K.ABRAHAM

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON
18-09-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX IN WPC 28390/2015

PETITIONER'S EXHIBITS:

EXT. P1 TRUE COPY OF THE DEMAND NOTICE DATED 17.10.2014

EXT. P2 TRUE COPY OF THE JUDGMENT IN WPC 33739/2014 DATED 25.5.2015

EXT. P3 TRUE COPY OF THE ORDER OF THE FIRST RESPONDENT DATED 12.6.2015

EXT. P4 TRUE COPY OF THE NOTICE FOR SALE ISSUED BY THE FIRST RESPONDENT DATED 18.8.2015

EXT. P5 TRUE COPY OF THE PAPER PUBLICATION IN MATHRUBHOOMI DAILY DATED 15.9.2015

RESPONDENT'S EXHIBITS: NIL.

/TRUE COPY/

P.S. TO JUDGE

Dama Seshadri Naidu, J.

W.P.(C)No.28395 of 2015 Y

Dated this the 18th day of September, 2015

JUDGMENT

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 respondent Bank, assails Exhibit P4 notice of sale.

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 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 respondent Bank, to his credit, on instructions, has submitted that the respondent Bank is willing to collect the outstanding loan amount in 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 four equal monthly instalments starting from 01.11.2015. 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 Court.

Dama Seshadri Naidu, Judge

tkv