IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.K.JAYASANKARAN NAMBIAR

THURSDAY, THE 5TH DAY OF MARCH 2015/14TH PHALGUNA, 1936

WP(C).No. 29178 of 2014 (V)

PETITIONER(S):

1. BASHEER K.,
AGED 44 YEARS, S/O. RAYEN (LATE),
KUNIKKAKATH HOUSE, PARAPPUR,
KOTTAKKAL, MALAPPURAM- 676 503.

2. MARIYAMMU BASHEER,
AGED 36 YEARS, W/O. BASHEER K.,
KUNIKKAKATH HOUSE, PARAPPUR,
KOTTAKKAL, MALAPPURAM- 676 503.

BY ADVS.SRI.SHIRAZ ABDULLA
SRI.JOJO PAPPACHAN.

RESPONDENT(S):

1. VIVEK P.B.,
AUTHORISED OFFICER,
M/S. SUNDRAM BNP PARIBAS HOME FINANCE LIMITED,
SUNDARAM TOWERS NO. 46, WHITES ROAD,
CHENNAI- 600 014.

2. M/S. SUNDRAM BNP PARIBAS HOME FINANCE LIMITED,
FORMERLY KNOWN AS (SUNDRAM HOME FINANCE LIMITED)
SUNDRAM TOWERS, NO. 46, WHITES ROAD
CHENNAI- 600 014,
REPRESENTED BY ITS GENERAL MANAGER.

BY ADV. SRI.VARGHESE C.KURIAKOSE

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 05-03-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

rvs.

**APPENDIX**

**PETITIONER(S)' EXHIBITS :**
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**EXHIBIT-P1-** TRUE COPY OF THE CASH RECEIPTS ISSUED BY THE 2ND RESPONDENT DATED 31/10/2011.

**EXHIBIT-P1(A)-** TRUE COPY OF THE CASH RECEIPT DATED 25/02/2012.

**EXHIBIT-P1(B)-** TRUE COPY OF THE CASH RECEIPT DATED 24/04/2012.

**EXHIBIT-P1(C)-** TRUE COPY OF THE CASH RECEIPT DATED 30/06/2012.

**EXHIBIT-P1(D)-** TRUE COPY OF THE CASH RECEIPT DATED 31/08/2012.

**EXHIBIT-P1(E)-** TRUE COPY OF THE CASH RECEIPT DATED 29/09/2012.

**EXHIBIT-P1(F)-** TRUE COPY OF THE CASH RECEIPT DATED 05/01/2013.

**EXHIBIT-P1(G)-** TRUE COPY OF THE CASH RECEIPT DATED 06/04/2013.

**EXHIBIT-P2-** TRUE COPY OF THE PETITION IN C.M.P NO. 1403/2014 BEFORE THE CJM, MANJERY.

**RESPONDENT(S)' EXHIBITS :**
**------------------------**

NIL.

/TRUE COPY/

P.A.TO JUDGE

RVS.

**A.K.JAYASANKARAN NAMBIAR, J.**

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W.P.(C).No.29178 of 2014

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Dated this the 5th day of March, 2015

**<u>J U D G M E N T</u>**

The petitioners who had availed of a housing loan from the respondent bank, defaulted in repayment of the same. When the respondent bank initiated steps for recovery of the loan the petitioners had approached this Court seeking a regularization of the account. When the matter came up for admission, it was submitted on behalf of the parties, that they wish to explore the possibility of mediation and accordingly, this Court directed the parties to appear before the High Court Mediation Centre to explore the possibility of mediation. It would appear that the parties had appeared before the Mediation Centre and settled the matter. The terms of settlement are recorded in the report submitted by the Mediation Centre, and would indicate that the issue has been settled between the parities on the following terms:

> "1. The 1st petitioner agrees to pay an amount of Rs.15,90,000/- (Rupees Fifteen Lakhs and Ninety Thousand only) as full and final settlement. It will be paid on or before 28.02.2015. The respondents agreed to receive the amount towards full and final settlement.

> 2. On payment as above said, the respondent withdraw SARFAESI proceedings against the petitioners."

2. Counsel for the petitioners submits that the aforesaid condition of payment of Rs.50,90,000/- before 28.02.2015, has been complied with and the respondent bank has accepted the same towards full and final settlement. It now remains for the respondent bank to withdraw the SARFAESI proceedings, initiated against the petitioners, and to return the documents of title of the secured property to the petitioners. Accordingly, recording the terms of the settlement arrived at between the parties, I dispose the writ petition with a direction to the 2nd respondent bank to release the title documents, in respect of the property that was mortgaged by the petitioners to them, within a period of two weeks from the date of receipt of a copy of this judgment.

**A.K.JAYASANKARAN NAMBIAR**
**JUDGE**

mns