

**IN THE HIGH COURT OF KERALA AT ERNAKULAM**

**PRESENT:**

**THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU**

**TUESDAY, THE 20TH DAY OF OCTOBER 2015/28TH ASWINA, 1937**

**WP(C).No. 30927 of 2015 (M)**  
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**PETITIONER(S):**  
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**THOMAS KUTTY K.J AGED 46 YEARS  
S/O.JOSEPH, KOYIL NILAM HOUSE, ALLY PO  
MUKKAM, KOZHIKODE 673 602.**

**BY ADVS.SRI.T.RAJESH  
SMT.P.V.SARITHA VENUGOPAL**

**RESPONDENT(S):**  
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- 1. SPECIAL SALE OFFICER  
KODANCHERRY OFFICE OF THE ASSISTANT REGISTER OF CO-OPERATIVE  
SOCEITY  
SAHAKARANA BHAVAN, PUTHIYARA, CALICUT - 4- 673 004.**
- 2. KARASSERY SERIVCE CO-OPERAITVE BANK  
MUKKAM PO, KOZHIKODE 673 602, BY ITS SECRETARY.**

**R1 BY SRI. AJITH KRISHNAN**

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 20-10-  
2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

**avk**

**WP(C).No. 30927 of 2015 (M)**  
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**APPENDIX**

**PETITIONER(S)' EXHIBITS**  
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**P1 -THE TRUE COPY OF THE NOTICE IN EP 8 OF 2015 DATED 25.9.2015**

**P1(A)- THE TRUE COPY OF THE TRANSLATION OF EXHIBIT P1**

**RESPONDENT(S)' EXHIBITS**  
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**NIL**

**//TRUE COPY//**

**PA TO JUDGE**

**avk**

**DAMA SESHADRI NAIDU, J.**

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**W.P.(C).No. 30927 of 2015**  
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**Dated this the 20<sup>th</sup> day of October, 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 second respondent bank, assailed Ext.P1 notice directing him to pay Rs.50,000/-, outstanding loan amount.

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 installments.

4. Before appreciating the submissions of the learned counsel for the second 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 installments.

5. be that as it may, evidently being fully aware of the difficulties involved in realizing the loan amounts through the process of invidious sale of the property, the learned counsel for the second respondent, to his credit, evidently on instructions, has submitted that the respondent bank is willing to collect the outstanding loan amount in six monthly installments.

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 six equal monthly

installments starting from 1.10.2015. 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.

**Sd/-  
DAMA SESHADRI NAIDU  
JUDGE**

//TRUE COPY//

PA TO JUDGE

avk