

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

WEDNESDAY, THE 14TH DAY OF OCTOBER 2015/22ND ASWINA, 1937

WP(C).No. 31272 of 2015 (H)

PETITIONER:

KUNHIMALU, W/O. CHANDRAN,
AGED 60 YEARS,
NHARAKKOTTIL HOUSE,
POST AZHIYANNUR,
KADAMBAZHIPURAM VIA,
PALAKKAD DISTRICT - 678 633.

BY ADV. SRI.S.AJITH (PALAKKAD)

RESPONDENTS:

1. SPECIAL SALE OFFICER,
FOR OTTAPALAM CO-OPERATIVE URBAN BANK GROUP,
OFFICE OF THE ASST. REGISTRAR OF CO-OPERATIVE
SOCIETIES (GENERAL), OTTAPALAM, PALAKKAD DISTRICT - 678 633.
2. KADAMBAZHIPURAM SERVICE CO-OPERATIVE BANK LTD.
KADAMBAZHIPURAM, PALAKKAD DISTRICT - 678 633.
3. ASST. REGISTRAR OF CO-OPERATIVE SOCIETIES (GENERAL),
OTTAPALAM, PALAKKAD DISTRICT - 678 633.

R1 BY ADV. SRI.VINOD MADHAVAN,SC
R BY SRI. A.J. JOSE AEDAIDI, GOVERNMENT PLEADER

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON
14-10-2015, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

WP(C).No. 31272 of 2015 (H)

: 2 :

APPENDIX

PETITIONER'S EXHIBITS:

- EXT.P1 : TRUE COPY OF THE NOTICE DATED 15.06.2015 ISSUED BY
THE FIRST RESPONDENT TO THE PETITIONER.
- EXT.P2 : TRUE COPY OF THE NOTICE DATED 29.09.2015 SERVED
ON THE PETITIONER BY THE FIRST RESPONDENT.
- EXT.P3 : TRUE COPY OF THE UNDATED LETTER ADDRESSED TO THE
THIRD RESPONDENT.

RESPONDENTS' EXHIBITS: NIL

//TRUE COPY//

P.A. TO JUDGE

DAMA SESHADRI NAIDU, J.

W.P. (C) No. 31272 of 2015 (H)

Dated this the 14th 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 Exts.P1 and P2 notices directing payment of ₹69,706/- .

3. The learned counsel for the petitioner has submitted that the petitioner, despite her best efforts, could not repay the loan amount owing to stringent financial conditions faced by her. 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 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 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 second respondent, to his credit, evidently on instructions, has submitted that the respondent Bank is willing to collect the outstanding loan amount in 15 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 fifteen equal monthly instalments starting from 02.11.2015. 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.

sd/- DAMA SESHADRI NAIDU, JUDGE.

rv

