

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. 31953 of 2015 (T)

PETITIONER(S):

**MUHAMMEDALI AGED 57 YEARS
MENAKKAL HOUSE, CHUNANGAD, PALAKKAD DISTRICT.**

**BY ADVS.SRI.K.B.ARUNKUMAR
SRI.RANJIT BABU**

RESPONDENT(S):

- 1. THE SPECIAL SALE OFFICER
PALAKKAD DISTRICT CO-OPERATIVE BANK LTD
OTTAPALAM BRANCH, OTTAPALAM P.O., PALAKKAD DISTRICT
PIN-678 001.**
- 2. PALAKKAD DISTRICT CO-OPERATIVE BANK LTD, OTTAPALAM BRANCH
OTTAPALAM P.O., PALAKKAD DISTRICT, PIN-678 001
REPRESENTED BY ITS BRANCH MANAGER.**

R BY SRI.M.SASINDRAN, SC, PALAKKAD DIST.CO.OP.BANK

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. 31953 of 2015 (T)

APPENDIX

PETITIONER(S)' EXHIBITS

EXT.P1.TRUE COPY OF THE AWARD DATED 27/9/2014 IN ARC NO.247/2014.

**EXT.P2.TRUE COPY OF THE NOTICES DATED 5/10/2015 ISSUED BY THE 1ST
RESPONDENT ALONGWING ENGLISH TRNSLATION**

RESPONDENT(S)' EXHIBITS

NIL

//TRUE COPY//

PA TO JUDGE

avk

DAMA SESHADRI NAIDU, J.

W.P.(C).No. 31953 of 2015

Dated this the 20th 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.5,00,000/-, the 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 the 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 eight 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 eight equal

W.P.(C).No. 31953 of 2015 3

monthly installments starting from December continue till 8 months. 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