IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

WEDNESDAY, THE 21ST DAY OF OCTOBER 2015/29TH ASWINA, 1937

WP(C).No. 32082 of 2015 (I)

PETITIONER:

UNNIKRISHNAN, 50 YEARS,
S/O. GOVINDAN, POOLAKKIL HOUSE,
AMBALAPARA, CHERUMUNDASSERI POST,
OTTAPALAM TALUK, PALAKKAD DISTRICT.

BY ADV. SRI.K.RAJESH SUKUMARAN

RESPONDENTS:
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1. THE AMBALAPARA SERVICE CO-OP.BANK LTD.NO.F.1512,
AMBALAPARA POST, OTTAPALAM TALUK, PALAKKAD DISTRICT,
REPRESENTED BY ITS SECRETARY, PIN: 679 512.

2. THE SPECIAL SALE OFFICER,
AMBALAPARA SERVICE CO-OPERATIVE BANK GROUP,
OFFICE OF THE ASST. REGISTRAR OF CO-OP. SOCIETIES (G),
OTTAPALAM - 679 101.

R BY SRI. K.C. VINCENT, GOVERNMENT PLEADER
R BY SRI.R.SREEHARI

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 21-10-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX

PETITIONER'S EXHIBITS:

EXT.P1	:	PHOTO COPY OF SALE NOTICE DATED 05.06.2015.
EXT.P2	:	PHOTO COPY OF THE RECEIPT DT. 01.09.2015 ISSUED BY THE FIRST RESPONDENT.

RESPONDENTS' EXHIBITS: NIL

//TRUE COPY//

P.A. TO JUDGE

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DAMA SESHADRI NAIDU, J.

W.P. (C) No. 32082 of 2015 (I)

Dated this the 25th 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 first respondent Bank, assailed Ext.P1 sale notice.

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 first 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 first respondent, to his credit, evidently on instructions, has submitted that the respondent Bank is willing to collect the outstanding loan amount in twelve 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 twelve equal monthly instalments starting from 01.12.2015. 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.

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