

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

WEDNESDAY, THE 25TH DAY OF NOVEMBER 2015/4TH AGRAHAYANA, 1937

WP(C).No. 34496 of 2015 (J)

PETITIONER(S):

**ABDUL MAJEED.K, AGED 50 YEARS
S/O.KOYA KUTTY, M.A.MANZIL HOUSE, VALAKKODE P.O.
PATHANAPURAM, KOLLAM DISTRICT.**

BY ADV. SRI.MANOJ RAMASWAMY

RESPONDENT(S):

- 1. THE GENERAL MANAGER
KOLLAM DISTRICT CO-OPERATIVE BANK LTD., HEAD OFFICE
N.H-208, CHINNAKKADA, KOLLAM 691001.**
- 2. THE BRANCH MANAGER
KOLLAM DISTRICT CO-OPERATIVE BANK LTD.
PUNALUR BRANCH, PUNALUR, KOLLAM-691305.**
- 3. THE ASSISTANT REGISTRAR OF CO-OPERATIVE
SOCIETIES & ARBITRATOR
KOLLAM DISTRICT CO-OPERATIVE BANK LTD.
KOLLAM-691003.**

**R1, R2 & R3 BY ADV. SRI.T.R.HARIKUMAR, SC, KOLLAM DISTRICT
COOPERATIVE BANK LTD.**

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON
25-11-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

VS

WP(C).No. 34496 of 2015 (J)

APPENDIX

PETITIONER(S)' EXHIBITS

EXHIBIT-P1: TRUE COPY OF THE AWARD IN ARC 3392/2014.

EXHIBIT-1(A): TRUE COPY OF THE ENGLISH TRANSLATION OF EXHIBIT-P1.

RESPONDENT(S)' EXHIBITS

NIL

/TRUE COPY/

PA TO JUDGE

VS

DAMA SESHADRI NAIDU, J.

W.P.(C).No.34496 of 2015

Dated this the 25th day of November, 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 award directing payment of Rs.88,830/- in addition to other expenses.

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 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 eight 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 (after deducting the amount that have already paid) in eight equal monthly instalments starting from 01.01.2016. 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

VS