

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE ANIL K.NARENDRA

MONDAY, THE 5TH DAY OF OCTOBER 2015/13TH ASWINA, 1937

WP(C).No. 35480 of 2014 (H)

PETITIONER(S):

**ABOOBACKER A. AGED 53 YEARS
KAVARATTU THARAYIL, ELIPPAKULAM P.O, MAVELIKKARA**

BY ADV. SRI.PRASAD CHANDRAN

RESPONDENT(S):

**1. ALAPPUZHA DISTRICT CO-OPERATIVE BANK LIMITED
HEAD OFFICE, ALAPPUZHA
REPRESENTED BY ITS GENERAL MANAGER, PIN. 688 001**

**2. ALAPPUZHA DISTRICT CO-OPERATIVE BANK LIMITED
KATTANAM BRANCH
REPRESENTED BY ITS BRANCH MANAGER PIN.690503**

R BY SMT.K.N.RAJANI, SC, ALAPPUZHA DIST.CO.OP.BANK LTD.

**THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 05-10-2015, THE
COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

WP(C).No. 35480 of 2014 (H)

APPENDIX

PETITIONER(S)' EXHIBITS

**EXT.P1: COPY OF THE NOTICE DATED 19-11-2013 ISSUED BY THE 1ST
RESPONDENT**

**EXT.P2: COPY OF THE JUDGMENT OF THIS HONOURABLE COURT IN WPC
NO.29628 OF 2013 DATED 3-12-2013**

**EXT.P3: COPY OF THE PAPER PUBLICATION IN MATHRUBHOOMI DAILY DATED
14-12-2014**

RESPONDENT(S)' EXHIBITS: n i l

//TRUE COPY//

PA TO JUDGE

JV

ANIL K. NARENDRA, J.

W.P.(C) No.35480 of 2014

Dated this the 05th day of October, 2015

JUDGMENT

The petitioner, who availed a housing loan from the 1st respondent Bank for a sum of Rupees Five lakhs on 17.06.2011, has filed this writ petition seeking a writ of certiorari to quash Exts.P1 and P3 and seeking a writ of mandamus directing the 1st respondent to permit him to pay the entire amount in the loan account in 15 equal monthly installments.

2. I heard the arguments of the learned counsel for the petitioner and also the learned Standing Counsel appearing for the respondent Bank.

3. The learned Standing Counsel for the respondents would submit that though the petitioner availed the housing loan as early as on 17.06.2011, he has not chosen to pay even a single installment. Further, in spite of Ext.P2 judgment of this Court dated 03.12.2013 in W.P.(C). No.29628/2013 by which he was directed to clear the overdues as on that date in four equal monthly installments commencing from 01.01.2014, he has not

chosen to pay even a single installment.

4. The learned counsel for the petitioner would submit that only due to financial constraints the petitioner could not clear the liability under the loan transaction in question and that, he could not comply with the direction contained in Ext.P2 judgment since he was laid up due to rheumatic fever.

5. The petitioner is not disputing the fact that he has not paid even a single installment in respect of the housing loan availed as early as on 17.06.2011. He is also not disputing the fact that he has not paid any installments in terms of Ext.P2 judgment of this Court dated 03.12.2013 in W.P.(C). No.29628/2013. A person like the petitioner who has not paid even a single installment in respect of the housing loan availed from the 1st respondent Bank in the year 2011 cannot seek indulgence of this Court to pay the amount outstanding in monthly installments, especially when he has not even complied with the directions contained in Ext.P2 judgment of this Court by which he was directed to clear the then overdues amounting to Rs.95,000/- in four equal monthly installments commencing from 01.01.2014.

Therefore, the present writ petition is nothing but sheer abuse of process of Court, which cannot be entertained.

In the result, the writ petition fails and the same is dismissed.

In the facts and circumstances of the case no order as to costs.

JV

sd/-
ANIL K. NARENDHAN,
JUDGE