IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR.JUSTICE K.VINOD CHANDRAN

MONDAY, THE 21ST DAY OF DECEMBER 2015/30TH AGRAHAYANA, 1937

WP(C).No. 38740 of 2015 (N)

PETITIONER(S):

ABDUL LATHEEF, AGED 44 YEARS,
S/O.ABU, KARIADATH HOUSE, P.O.AKALAD,
THRISSUR DISTRICT-680518.

BY ADV. SRI.RAJIT

RESPONDENT(S):

1. AUTHORISED OFFICER/ CHIEF MANAGER,
   CANARA BANK, GURUVAYOOR BRANCH, THRISSUR-686502.

2. CANARA BANK, CHAVAKKAD BRANCH,
   THRISSUR REPRESENTED BY THE BRANCH MANAGER-686502.

BY SRI.PAULY MATHEW MURICKEN,SC

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 21-12-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

PJ

WP(C).No. 38740 of 2015 (N)
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APPENDIX

PETITIONER(S)' EXHIBITS

EXT.P-1: **TRUE COPY OF THE OS.118/15 FILED BEFORE THE MUNSIFF COURT, CHAVAKKAD**

EXT.P-2: **TRUE COPY OF THE ORDER DATED 30/10/15 IN CRL.MP.1997/15**

EXT.P3: **TRUE COPY OF THE EXTRACT OF THE PASS BOOK IN RESPECT OF THE SAID LOAN ACCOUNT.**

RESPONDENT(S)' EXHIBITS

NIL.

/ TRUE COPY /

P.S. TO JUDGE

PJ

K. VINOD CHANDRAN, J.

W.P(C). No.38740 of 2015

Dated this the 21st day of December, 2015.

JUDGMENT

The petitioner is aggrieved with the recovery proceedings taken against a defaulted housing loan and the subsequent dispossession of the petitioner from the said premises. The learned Standing Counsel for the respondent Bank submits on instructions that the total dues as on 27.11.2015 is Rs.7,91,382/-. The loan facility itself became a non-performing asset, for reason of the consistent default on 20.05.2013. The petitioner had been given many opportunities to regularise the Account. Eventually, under Section 14 of the SARFAESI

Act, the respondent Bank approached the Chief Judicial Magistrate for appointment of a Commissioner, so as to take possession of the residential building. The Commissioner was so appointed on 31.03.2015, but however no possession was taken, since the petitioner had sought for three months' time to either settle the entire loan or to give vacant possession. The Bank waited upto 27.10.2015, when no remittances were made and the premises were taken possession of. The petitioner was also dispossessed from the said premises. The Bank had also filed a suit, which has been decreed in favour of the Bank.

2. In such circumstance, this Court is not inclined to grant re-possession of the building, unless substantial amounts are paid.

The petitioner can at any time, pay half of the amount as on 31.12.2015 and seek re-possession of the building from the respondent Bank. The respondent Bank shall issue a statement of accounts immediately, showing the amounts due as on 31.12.2015. The petitioner undertakes to pay half of the said due amounts as indicated by the Bank within 01.02.2016, in which event, the possession shall be handed over to the petitioner by the Bank and the petitioner shall also be granted six monthly instalments to pay the balance instalments, starting from the 1st of March, 2016 and on every first day of the subsequent months. On such amounts being paid, the Bank shall also be entitled to issue a statement of account for the future interest due, which shall be paid as the 7th instalment.

After having obtained possession of the building, if the petitioner commits even one default of the instalment granted hereunder, the petitioner shall be liable to surrender possession of the building to the respondent Bank.

With the above direction, the writ petition would stand disposed of *in limine.*

K. VINOD CHANDRAN,
JUDGE

sp/21/12/15