IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE DAMA SESHADRI NAIDU

TUESDAY, THE 22ND DAY OF DECEMBER 2015/1ST POUSHA, 1937

WP(C).No. 39202 of 2015 (A)

PETITIONER:

SUNIL KUMAR K., AGED 38 YEARS,
S/O. KOCHUGOVINDAN,
KIZHAKKEVILA VEEDU,
VELLAMKONAM MURI, NELLUKUNNAM P.O.,
UMMANNOOR VILLAGE,
KOTTARAKKARA TALUK, KOLLAM DISTRICT.

BY ADV. SRI.K.V.ANIL KUMAR

RESPONDENTS:
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1. THE GENERAL MANAGER, CO-OP.URBAN BANK LTD NO.1909,
KOTTARAKKARA, KOLLAM DISTRICT - 691 506.

2. THE AUTHORISED OFFICER,
CO-OPERATIVE URBAN BANK LTD. NO. 1909,
KOTTARAKKARA, KOLLAM DISTRICT. PIN 691 506.

R BY SMT.DEEPA.V, SC, KOTTARAKKARA CO.OP. URBAN BANK LTD.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 22-12-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX

PETITIONER'S EXHIBITS:

EXT.P1 : TRUE COPY OF THE NOTICE DATED 06.10.2015 ISSUED BY THE ADVOCATE COMMISSIONER.

RESPONDENTS' EXHIBITS: NIL

//TRUE COPY//

P.A. TO JUDGE

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DAMA SESHADRI NAIDU, J.

W.P. (C) No. 39202 of 2015 (A)

Dated this the 22nd day of December, 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 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 amount due being ₹ 1,00,000/- to have the account regularised, the respondent Bank is agreeable to receive the outstanding loan amount remained overdue in seven 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 arrears accumulated so far in seven equal monthly instalments starting from 01.01.2016, so that the respondent Bank could regularise the loan account of the petitioner . Needless to observe that, if the petitioner commits any default, the respondent Bank is at liberty to proceed further without recourse to this Court.

sd/- DAMA SESHADRI NAIDU, JUDGE.

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