IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE N.NAGARESH

WEDNESDAY, THE 24TH DAY OF JULY 2024 / 2ND SRAVANA, 1946

WP(C) NO. 23884 OF 2024

PETITIONER

ROMANA JEROME
AGED 61 YEARS
W/O JEROME, ROSHNI HOUSE,
MUSAVARIKUNNU, PUNALUR P.O.,
PUNALUR VILLAGE, PUNALUR TALUK,
KOLLAM DISTRICT, PIN – 691305

BY ADV A.SANIL KUMAR

RESPONDENTS:

1. **ASSISTANT REGISTRAR OF COOPERATIVE SOCIETIES (GENERAL)**
   OFFICE OF THE ASSISTANT REGISTRAR OF COOPERATIVE SOCIETIES (GENERAL),
   PUNALUR, KOLLAM DISTRICT,
   PIN - 691305
2. **JUNIOR INSPECTOR OF COOPERATIVE SOCIETIES**
   ARBITRATOR CUM SPECIAL SALE OFFICER,
   KERALA STATE COOPERATIVE HOUSING FEDERATION LIMITED,
   REGIONAL OFFICE, SASTHRI NAGAR SOUTH,
   KARAMANA P.O., THIRUVANANTHAPURAM,
   PIN - 695002
3. **PATHANAPURAM BLOCK HOUSING COOPERATIVE SOCIETY NO. Q.456**
   REPRESENTED BY ITS SECRETARY,
   PUNALUR P.O., KOLLAM DISTRICT,
   PIN – 691305

BY ADVS.
SAHASRANAMAN PB
T.S.HARIKUMAR-STANDING COUNSEL
SHEEJA C.S-SR.GOVERNMENT PLEADER

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 24.07.2024, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

JUDGMENT

Dated this the 24th day of July, 2024

The petitioner has approached this Court aggrieved by the coercive proceedings for recovery of financial advance made by the Pathanapuram Block Housing Co-operative Society to the petitioner, invoking the provisions of the Kerala Co-operative Societies Act, 1969.

2. The petitioner subscribed the M.D.S. Deposit Scheme of the 1st respondent for ₹5 lakhs and prized the same on 10.09.2014. The petitioner states that though the petitioner made remittances promptly during the initial repayment period of the financial advance, she could not pay the repayment instalments promptly later. The repayment of subscriptions fell into arrears later. It happened due to reasons beyond the control of the petitioner.

3. Though the petitioner requested the Bank to permit the petitioner to repay the overdue amounts in easy monthly instalments, the Bank authorities were not yielding. The authorities, instead, started coercive proceedings, invoking the provisions of the Kerala Co-operative Societies Act, 1969 and issued Ext.P2 notice.

4. The petitioner states that she is still in a position to clear the overdue amounts towards the loan, if sufficient time is given to clear the dues in easy monthly instalments. If the respondents are permitted to continue with the coercive proceedings and auction the secured assets provided by the petitioner, she will be put to untold hardship and loss.

5. Standing Counsel entered appearance on behalf of the Bank and denied all the statements made by the petitioner. On behalf of the respondents, it is submitted that the chitty prized amount was given to the petitioner in the year 2014. The petitioner committed default in repaying the

subscriptions.

6. The Bank repeatedly reminded the petitioner and required her to clear the dues. The petitioner deliberately omitted to do so. In the circumstances, the Bank had no other go than to proceed against the petitioner invoking the provisions of the Kerala Co-operative Societies Act, 1969. The impugned Ext.P2 was issued in these circumstances. The petitioner has not advanced any legal reasons to thwart the coercive proceedings initiated by the Bank.

7. The Standing Counsel, however, submitted that if the petitioner is ready and willing to make a substantial payment soon and remit the balance outstanding amount immediately thereafter, a short breathing time can be granted to the petitioner to clear the dues. The Standing Counsel submitted that the outstanding amount due to the Bank from the petitioner as on 09.01.2024 is ₹7,53,040/-.

8. I have heard the counsel for the petitioner, the Standing Counsel representing the Bank and the learned Government Pleader representing the 1st respondent.

9. The specific case of the petitioner is that the petitioner has been making the repayment and maintaining the account initially. The default in repayment of the Deposit Scheme occurred lately due to reasons beyond the control of the petitioner. The petitioner has provided substantial security which will safeguard the interest of the Bank.

10. In the facts and circumstances of the case, I am inclined to dispose of the writ petition giving a short and reasonable time to the petitioner to clear off the liability.

11. The writ petition is therefore disposed of with the following directions:

(i) The petitioner shall remit ₹1.5 lakh within a period of one month and the balance outstanding amount in 16 consecutive and

equal monthly instalments immediately thereafter along with accruing interest and other Bank charges, if any.

(ii) If the petitioner commits single default in making payments as directed above, the respondent will be at liberty to continue with the coercive proceedings against the petitioner in accordance with law.

(iii) If the petitioner makes payments as directed above, coercive proceedings, if any, against the petitioner shall stand deferred.

Sd/-

N.NAGARESH

JUDGE

hmh

APPENDIX OF WP(C) 23884/2024

PETITIONER EXHIBITS

Exhibit P1	**TRUE COPY OF THE AWARD DATED 09.01.2024 IN A.R.C. NO.2641/2023 PASSED BY THE 2ND RESPONDENT**
Exhibit P2	**TRUE COPY OF THE DEMAND NOTICE DATED 21.06.2024 ISSUED BY THE 2ND RESPONDENT TO THE PETITIONER**