



2025:KER:27595

WP(C) NO. 11222 OF 2025

1

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE GOPINATH P.

TUESDAY, THE 1ST DAY OF APRIL 2025 / 11TH CHAITHRA, 1947

WP(C) NO. 11222 OF 2025

PETITIONER/S:

**PRIYA V.S., AGED 47 YEARS
W/O. ANIL KUMAR, VISHAKAM, K.S. ROAD, KOVALAM P.O.,
THIRUVANANTHAPURAM, PIN - 695527**

BY ADV R.GOPAN

RESPONDENT/S:

- 1 THE MANAGER, KERALA STATE CO-OPERATIVE BANK LTD.,
KOVALAM BRANCH, THIRUVANANTHAPURAM, PIN - 695527**
- 2 KERALA STATE CO-OPERATIVE BANK LTD.,
THIRUVANANTHAPURAM, REPRESENTED BY AUTHORIZED OFFICER
(AREA MANAGER), THIRUVANANTHAPURAM, PIN - 695527**

BY ADV THOMAS ABRAHAM

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON
01.04.2025, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

**JUDGMENT**

Petitioner has approached this Court challenging proceedings initiated by the respondent Bank under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for recovery of the amounts due from the petitioner.

2. During the course of hearing, petitioner has confined the relief to an opportunity for repaying the outstanding liability in instalments. It is also submitted that, pursuant to the interim order dated 24.03.2025, Rs.2 lakh has been remitted towards the loan liability on 27.03.2025.

3. Learned Standing Counsel appearing for the respondent bank submits that the petitioner availed a mortgage loan from the respondent bank and committed default in repayment. It is further submitted that though proceedings for recovery have been initiated, as a matter of indulgence, the respondent bank is willing to accept the repayment of the outstanding amount in limited instalments. According to the learned Standing Counsel appearing for the respondent [after giving credit to the amount paid pursuant



to the interim order], as on 01.04.2025, the balance amount which is liable to be repaid is Rs.18,60,038/- (Rupees Eighteen lakh sixty thousand and thirty eight only).

4. Having regard to the circumstances of the case and the submissions made as recorded above, I am of the view that the petitioner can be granted an opportunity to repay the outstanding amount of Rs.18,60,038/- (Rupees Eighteen lakh sixty thousand and thirty eight only) along with accrued interest, cost and charges in eighteen instalments.

5. Accordingly, there will be a direction to the respondent bank to accept repayment of the entire outstanding amount of Rs.18,60,038/- (Rupees Eighteen lakh sixty thousand and thirty eight only) along with any accrued interest, cost and bank charges from the petitioner in the following manner:

- (i) The petitioner shall pay the outstanding amount of Rs.18,60,038/- (Rupees Eighteen lakh sixty thousand and thirty eight only) in eighteen equated monthly instalments along with any accrued interest, charges and costs;
- (ii) The first instalment shall be paid on or before 30.04.2025 and the subsequent instalments shall be paid on or before the last working day of the succeeding months;



2025:KER:27595

WP(C) NO. 11222 OF 2025

4

- (iii) In the event of default of any one instalment, the respondent bank shall be entitled to proceed in accordance with the law;
- (iv) In order to enable the petitioner to repay the entire amounts, all coercive proceedings shall be kept in abeyance.

The writ petition is disposed of as above.

Sd/-

GOPINATH P.

JUDGE

ajt



APPENDIX OF WP(C) 11222/2025

PETITIONER EXHIBITS

Exhibit P1	TRUE COPY OF THE STATEMENT OF ACCOUNT OF THE PETITIONER'S LOAN ISSUED BY THE RESPONDENT BANK
Exhibit P2	TRUE COPY OF THE NOTICE DATED 29.11.2021 ISSUED BY THE SECOND RESPONDENT
Exhibit P3	TRUE COPY OF THE ORDER DATED 19.2.2025 IN M.C. NO. 12/2025 OF THE CHIEF JUDICIAL MAGISTRATE, THIRUVANANTHAPURAM
Exhibit P4	TRUE COPY OF THE ADVOCATE COMMISSIONER'S NOTICE DATED NIL IN M.C. NO. 12/2025
Exhibit P5	TRUE COPY OF OF THE REPRESENTATION DATED 16.3.2025 SENT BY PETITIONER TO THE FIRST RESPONDENT
Exhibit P5(a)	TRUE COPY OF THE RECEIPTS ISSUED BY THER POSTAL AUTHORITY DATED 16.3.2025