IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE GOPINATH P.

MONDAY, THE 7TH DAY OF APRIL 2025 / 17TH CHAITHRA, 1947

WP(C) NO. 11948 OF 2025

PETITIONER/S:

SUNEETHA J.,
AGED 43 YEARS
W/O SUDHEER, SUHAID MANZIL, POREDOM P.O.,
CHADAYAMANGALAM,KOLLAM, PIN - 691534

BY ADV M.R.SASITH

RESPONDENT/S:

1 **THE AUTHORIZED OFFICER,**
THE KERALA STATE CO-OPERATIVE BANK, REGIONAL OFFICE,
P.B. NO. 5122, EAST FORT, FORT P.O.,THIRUVANANTHAPURAM,
PIN - 695023

2 **THE KERALA STATE CO-OPERATIVE BANK,**
CHADAYAMANGALAM BRANCH, KOLLAM,REPRESENTED BY ITS
BRANCH MANAGER, PIN - 691534

3 **THE BRANCH MANAGER,**
THE KERALA STATE CO-OPERATIVE BANK,CHADAYAMANGALAM
BRANCH, KOLLAM, PIN - 691534

SRI. P.C.SASIDHARAN, SC

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 07.04.2025, 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 liability in instalments.

3. Learned Standing Counsel appearing for the respondent bank submits that the petitioner availed a housing loan from the respondent bank and committed default in repayment. It is submitted that, as on 06.04.2025, the balance amount which is liable to be repaid is Rs.15,40,480/- (Rupees Fifteen lakh forty thousand four hundred and eighty only). It is submitted that, though the bank has taken steps to sell the property of the petitioner , no sale has fructified till now. It is submitted that, in such circumstances, the loan account cannot be regularized and if the petitioner intends to clear the liability, he has to pay off

the outstanding amount in limited instalments. It is also submitted that, the petitioner shall also be directed to pay some substantial amount as expeditiously as possible.

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.15,40,480/- (Rupees Fifteen lakh forty thousand four hundred and eighty only) on a condition that the petitioner shall pay an amount of Rs.2,00,000/- (Rupees Two lakh only) on or before 30.04.2025 and the balance amount along with any accrued interest, cost and charges in ten instalments.

5. Accordingly, there will be a direction to the respondent bank to accept repayment of the entire outstanding amount of Rs.15,40,480/- (Rupees Fifteen lakh forty thousand four hundred and eighty only) along with any accrued interest, cost and bank charges from the petitioner in the following manner:

(i) Petitioner shall pay an amount of Rs.2,00,000/- (Rupees Two lakh only) on or before 30.04.2025;

(ii) The balance outstanding amount of Rs.13,40,480/- (Rupees Thirteen lakh forty thousand four hundred and eighty only) shall be paid in ten equated monthly instalments along with any accrued interest, charges and costs;

(iii) The first instalment shall be paid on or before 31.05.2025 and the subsequent instalments shall be paid on or before the last working day of the succeeding months;

(iv) In the event of default of any one instalment, the respondent bank shall be entitled to proceed in accordance with the law;

(v) 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) 11948/2025

PETITIONER EXHIBITS

Exhibit-P1	**THE TRUE COPY OF THE SALE INTIMATION NOTICE DATED 05.03.2025 ISSUED BY THE 2ND RESPONDENT ALONG WITH THE WRITTEN COPY.**