



2025:KER:28488

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE N.NAGARESH

THURSDAY, THE 3RD DAY OF APRIL 2025 / 13TH CHAITHRA, 1947

WP(C) NO. 12253 OF 2025

PETITIONER:

ANTONY T.D.,
AGED 70 YEARS
S/O. DEVASIA, THADATHIL HOUSE,
MANIPPARA P.O., KANNUR DISTRICT,
PIN - 670705

BY ADVS.
CIBI THOMAS
SWARNA THOMAS
ANUSREE K.

RESPONDENTS:

- 1 THE AUTHORIZED OFFICER AND CHIEF MANAGER,
KERALA GRAMIN BANK, K.G.B TOWER,
PALLIKUNNU P.O., KANNUR,
PIN - 670002
- 2 KERALA GRAMIN BANK,
ULIKKAL BRANCH, REP. BY ITS BRANCH MANAGER,
ULIKKAL P.O., KANNUR,
PIN - 670706

SRI. M. GOPIKRISHNAN NAMBIAR, STANDING COUNSEL

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR
ADMISSION ON 03.04.2025, THE COURT ON THE SAME DAY
DELIVERED THE FOLLOWING:



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JUDGMENT

Dated this the 3rd day of April, 2025

The petitioner has approached this Court aggrieved by the coercive proceedings for recovery of financial advance made by the 2nd respondent-Bank to the petitioner, invoking the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

2. The Bank paid ₹1.5 lakhs to the petitioner as Loan in the year 2010. The petitioner states that though the petitioner made remittances promptly during the initial repayment period of the financial advance, he could not pay the repayment installments promptly later. The repayment of loan fell into arrears. It happened due to reasons beyond the control of the petitioner.



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3. Though the petitioner requested the Bank to permit the petitioner to repay the overdue amounts in easy monthly installments, the Bank authorities were not yielding. The authorities, instead started coercive proceedings invoking the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Security Interest (Enforcement) Rules, 2002 and issued Ext.P1 notice.

4. The petitioner states that he 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 installments. If the respondents are permitted to continue with the coercive proceedings and auction the secured assets provided by the petitioner, he 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



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the loan was given to the petitioner in the year 2010. The petitioner committed default in repaying the loan.

6. The Bank repeatedly reminded the petitioner and required him 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 Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. The impugned Ext.P1 notice 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



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submitted that the outstanding amount due to the Bank from the petitioner as on 28.02.2025 is ₹7,81,893/-.

8. I have heard the counsel for the petitioner and the Standing Counsel representing the Bank.

9. The specific case of the petitioner is that the petitioner has been making the repayment and maintaining the loan account initially. The default in repayment of the loan 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 lakh within one month and the balance outstanding



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amount in 12 consecutive and equal monthly installments immediately thereafter along with accruing interest and other Bank charges, if any.

(ii) If the petitioner commits default in making payments as directed above, the respondents 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**

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APPENDIX OF WP(C) 12253/2025

PETITIONER'S EXHIBITS

- | | |
|-------------------|---|
| Exhibit P1 | TRUE COPY OF THE NOTICE DATED 18.03.2025 ISSUED UNDER SECTION 13 (4) OF THE ACT |
| Exhibit P2 | TRUE COPY OF THE TREATMENT CERTIFICATE DATED 07.06.2024 ISSUED TO THE PETITIONER BY THE GOVT. MEDICAL OFFICER, ULIKKAL HEALTH CENTRE |
| Exhibit P3 | TRUE COPY OF THE TREATMENT CERTIFICATE DATED 07.06.2024 ISSUED TO THE WIFE OF THE PETITIONER BY GOVT. MEDICAL OFFICER, ULIKKAL HEALTH CENTRE |
| Exhibit P4 | TRUE COPY OF THE TREATMENT CERTIFICATE DATED 07.06.2024 ISSUED TO THE SON OF THE PETITIONER BY GOVT. MEDICAL OFFICER, ULIKKAL HEALTH CENTRE |
| Exhibit P5 | TRUE COPY OF THE RECEIPT DATED 07.12.2023 EVIDENCING PAYMENT OF RS. 40,000/- BY THE PETITIONER |
| Exhibit P6 | TRUE COPY OF THE RECEIPT DATED 28.02.2024 EVIDENCING PAYMENT OF RS. 1,45,000/- BY THE PETITIONER |