



2025:KER:31212

WP(C) NO. 15239 OF 2025

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IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE GOPINATH P.

THURSDAY, THE 10TH DAY OF APRIL 2025 / 20TH CHAITHRA, 1947

WP(C) NO. 15239 OF 2025

PETITIONER/S:

**ABDUL AZEEZ, AGED 66 YEARS
S/O ASSANAR RAWTHER, NOCHIKKATTIL VEEDU, KADAMPIDI,
CHITTILAMCHERRY P.O, PALAKKAD, PIN - 678704**

**BY ADVS.
E.S.SANEEJ
S.LEKHA**

RESPONDENT/S:

- 1 CANARA BANK, REPRESENTED BY BRANCH MANAGER,
CHITTILEMCHERRY BRANCH, 1/616, MANOJ MANDIR,,
CHITTALANCHERRY PALAKKAD, PIN - 678704**
- 2 THE BRANCH MANAGER, CANARA BANK CHITTILEMCHERRY BRANCH,
1/616, MANOJ MANDIR,, CHITTALANCHERRY
PALAKKAD, PIN - 678704**
- 3 THE AUTHORIZED OFFICER
CANARA BANK, REGIONAL OFFICE, SAFEWAY COMPLEX,
PIRIVUSALA, CHANDRANAGAR P.O, PALAKKAD, PIN - 678007**

SRI. M.GOPIKRISHNAN NAMBIAR, SC

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON
10.04.2025, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

**JUDGMENT**

Petitioner availed two loans, namely a housing loan and an overdraft facility from the respondent bank. On default being committed, proceedings have been 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 in respect of these loans.

2. When this matter is taken up for consideration today, petitioner has confined the relief to an opportunity for repaying the defaulted amounts in instalments and to obtain regularisation of the loan accounts.

3. Learned counsel appearing for the respondent bank submits that in respect of the overdraft facility availed by the petitioner, the accounts cannot be regularised and the entire dues in respect of that loan has to be paid. It is submitted that, in respect of the overdraft facility, the outstanding amount, as on 10.04.2025, would come to Rs.7,94,453/- (Rupees Seven lakh ninety four thousand four hundred and fifty three only). It is also submitted that in



respect of the housing loan, as on 10.04.2025, an amount of Rs.70,771/- (Rupees Seventy thousand Seven hundred and seventy one only) is due from the petitioner as overdue amount and the petitioner can be allowed to regularise the same by paying the overdue amount.

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 total overdue amount of Rs.70,771/- (Rupees Seventy thousand Seven hundred and seventy one only) (in respect of the housing loan) in four instalments and if the amount so directed is repaid within the time as directed above, to have the loan accounts regularised and the petitioner can also be granted an opportunity to repay the outstanding amount of Rs.7,94,453/- (Rupees Seven lakh ninety four thousand four hundred and fifty three only) in respect of the overdraft facility in ten equal monthly instalments.

5. Accordingly, there will be a direction to the respondent Bank to accept repayment of the overdue amount of Rs.70,771/- (Rupees Seventy thousand Seven hundred and seventy one only) in respect of the housing loan



along with any accrued interest, costs and charges from the petitioner and regularise the same and to accept repayment of the outstanding amount of Rs.7,94,453/- (Rupees Seven lakh ninety four thousand four hundred and fifty three only) in respect of the overdraft facility along with any accrued interest, costs and charges from the petitioner in the following manner:-

1. The petitioner shall pay the overdue amount, in respect of the housing loan, of Rs.70,771/- (Rupees Seventy thousand Seven hundred and seventy one only) along with any accrued interest, costs and charges in four equated monthly instalments. The first instalment shall be paid on or before 05.05.2025 and the subsequent instalments shall be paid on or before the 05th day of every succeeding month. The petitioner shall continue to pay the regular EMI's along with the instalments directed above;

2. The petitioner shall pay the outstanding amount [in respect of the overdraft facility] of Rs.7,94,453/- (Rupees Seven lakh ninety four thousand four hundred and fifty three only) along with any accrued interest, costs and charges in ten equal monthly instalments. The first instalment shall be paid on or before 05.05.2025 and the subsequent instalments shall be paid on or before the 05th day of every succeeding months;

3. In the event of default of any one instalment, the respondent Bank shall be entitled to proceed in accordance with the law;



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4. 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

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APPENDIX OF WP(C) 15239/2025

PETITIONER EXHIBITS

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|-------------------|--|
| Exhibit P1 | TRUE PHOTOCOPY OF THE MEDICAL DETAILS OF THE
HEART TREATMENT DONE BY THE PETITIONER |
| Exhibit P2 | TRUE PHOTOCOPY OF THE LETTER ISSUED BY THE
2ND RESPONDENT DATED 22.11.2024 |
| Exhibit P3 | TRUE PHOTOCOPY OF THE DEMAND NOTICE ISSUED BY
THE 3RD RESPONDENT UNDER SECTION 13(2) OF THE
SARFAESI ACT DATED 06.12.2024 |
| Exhibit P4 | TRUE PHOTOCOPY OF THE POSSESSION NOTICE
ISSUED BY THE 3RD RESPONDENT UNDER SECTION
13(4) OF THE SARFAESI ACT DATED 21.03.2025 |
| Exhibit P5 | TRUE PHOTOCOPY OF THE REPRESENTATION
SUBMITTED BEFORE THE 3RD RESPONDENT DATED
06.04.2025 |