

(2012) 07 KL CK 0209

High Court Of Kerala

Case No: Writ Petition (C) . No. 13808 of 2012 (A)

Remadevi R., Velloor
Puthenpurayil House,
Anari North,
Ayaparambu (P.O),
Karuvatta Via.,
Alleppey District

APPELLANT

Vs

Authorised Officer,
Alappuzha District
Co-Operative Bank,
Veeyapuram Branch,
Alappuzha District - 690
514, Branch Manager,
Alappuzha District
Co-Operative Bank,
Veeyapuram Branch,
Alappuzha District - 690
514 and General
Manager, Alappuzha
District Co-Operative
Bank, Head Office,
Alappuzha-690 501

RESPONDENT

Date of Decision: July 19, 2012

Citation: (2012) 07 KL CK 0209

Hon'ble Judges: P.R. Ramachandra Menon, J

Bench: Single Bench

Advocate: Thomas Abraham, Smt. Merciamma Mathew, Sri. K.S. Haridas and Sri. V. Renjith Kumar, for the Appellant; George Poonthottam, SC, Alappuzha Dist. Co. Op Bank, for the Respondent

Judgement

Justice P.R. Ramachandra Menon

APPENDIX

PETITIONER'S EXHIBITS:-

EXT.P1 Copy of the representation Dated 30/05/2012

EXT.P2 Copy of the notice issued by the advocate commissioner dated

09/06/2012

RESPONDENT'S NIL

EXHIBITS:-

1. The petitioner availed a loan of Rs. 1 lakh from the respondent Bank creating security interest over the property in question. But the repayment

could not be effected on time as scheduled, due to various adverse circumstances including the tragic death of the petitioner's daughter, who was

studying in the 7th standard because of a snake bite, when she was sleeping. It is also stated that, despite all such adverse circumstances, earnest

efforts are being taken by the petitioner to wipe off the liability, for which some breathing time is sought for. Learned counsel for the respondent

Bank submits, on instructions, that the balance amount payable under the loan transaction comes to Rs. 1,20,111/- as on 18/06/2012.

2. Considering the submission made by the learned counsel for the petitioner that, the petitioner does not intend to challenge the liability, but

confining the relief only to clear the amount by way of reasonable instalments, with a prayer to direct the Bank to give possible deductions/

concessions, this Court finds that the matter could be disposed of by directing the petitioner to satisfy the liability by way of some instalments.

Accordingly, the petitioner is permitted to clear the entire liability by way of "eight" equal monthly instalments, the first of which shall be effected on

or before the 10th of August 2012. It will be followed by similar instalments to be effected on or before the 10th of succeeding months. Subject to

this, the recovery proceedings shall be kept in abeyance for the time being. If the petitioner commits any default in remitting the amounts as above,

the respondent Bank will be at liberty to proceed with further steps for realisation of the entire outstanding liability in a lump, pursuing appropriate

steps, from the stage where it stands now.

The respondent Bank is directed to consider Ext.P1 with regard to the prayer for concessions/deductions to the possible/permissible extent and

the decision shall be let known to the petitioner, as expeditiously as possible, at any rate within one month from the date of receipt of a copy of this

judgment. The liability to satisfy the due amount under the loan transaction will depend upon the outcome of the decision to be taken by the Bank

on Ext.P1. The benefit, if at all any, shall be given or set off against the concluding instalments to be effected in the due course as above.

Writ petition is disposed of as above.