

**Reji Kumar, vs the Area Manager,**

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**SooperKanoon Citation :** [sooperkanoon.com/1280403](https://sooperkanoon.com/1280403)

**Court :** Kerala

**Decided On :** Mar-28-2025

**Judge :** Honourable Mr. Justice Gopinath P.

**Appeal No. :** WP(C)/13054/2025

**Appellant :** Reji Kumar,

**Respondent :** The Area Manager,

**Judgement :**

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT THE HONOURABLE MR. JUSTICE GOPINATH P. FRIDAY,  
THE 28TH DAY OF MARCH 2025 / 7TH CHAITHRA, 1947  
PETITIONER: REJI KUMAR, AGED 62 YEARS, S/O. GANGADHARAN,  
CHEMBOTHARAYIL HOUSE, KUNNAMKARA P.O., KUNNAMKARA  
MURI, PERUNADU VILLAGE, PATHANAMTHITTA BY ADVS. K.V.ANIL  
KUMAR RADHIKA S.ANIL NIJAZ JALEEL RESPONDENTS: 1 THE  
AREA MANAGER, KERALA BANK, (KERALA STATE CO-OPERATIVE  
BANK), MADATHUMMOOZHY BRANCH, PERUNADU P.O.,  
PATHANAMTHITTA 2 THE BRANCH MANAGER, KERALA  
BANK(KERALA STATE CO-OPERATIVE BANK), MADATHUMMOOZHY  
BRANCH, PERUNADU P.O., PATHANAMTHITTA SMT.

K.AMMINIKUTTY, SC THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 28.03.2025, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

## **JUDGMENT**

The petitioner has approached this Court challenging proceedings under the SARFAESI Act which have been initiated by the respondent bank for recovery of the amounts due from the petitioner.

2. The learned counsel appearing for the respondent Bank

submits that though the loan in question is a housing loan, the tenure of the loan is to expire this year and therefore regularization cannot be considered. It is submitted that the outstanding amount as on today (28.03.2025) is Rs.33,29,493/- (Rupees thirty three lakhs twenty nine thousand four hundred and ninety three only). It was further submitted that though proceedings for recovery have been initiated, as a matter of indulgence, the respondent bank is willing to accept repayment of the outstanding amount in limited instalments.

3. The learned counsel for the petitioner submits that the petitioner may be permitted to pay off the outstanding amount in some instalments.

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 along with any accrued interest, costs and charges in 18 instalments.

5. Accordingly, there will be a direction to the respondent

bank to accept repayment of the entire outstanding amount of Rs.33,29,493/- (Rupees thirty three lakhs twenty nine thousand four hundred and ninety three only) along with any accrued interest, costs and charges from the petitioner in the following manner:-

(i) The petitioner shall pay the outstanding amount of Rs.33,29,493/-

(Rupees thirty three lakhs twenty nine thousand four hundred and ninety three only) along with any accrued interest, costs and charges in 18 equated monthly instalments;

(ii) The first instalment shall be paid on or before 10.04.2025 and the subsequent instalments shall be paid on or before the 10 th day of every succeeding months;

(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. Considering the fact that considerably liberal instalments have been granted to the petitioner, it is made clear that no further application for extension of time will be considered under any circumstances. The writ petition is disposed of as above. Sd/- GOPINATH P. JUDGE DK APPENDIX OF WP(C) 13054/2025 PETITIONER EXHIBITS Exhibit-P1 A TRUE COPY OF THE NOTICE GIVEN BY THE ADVOCATE COMMISSIONER DATED 13.02.2025

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