

Hashim E vs Punalur Primary Co-Operative Agricultural and Rural Development Bank Ltd. No.Q. 1644

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Court : Kerala

Decided On : Jan-08-2024

Judge : Honourable Mr. Justice Raja Vijayaraghavan V

Appeal No. : WP(C)/31356/2023

Appellant : Hashim E

Respondent : Punalur Primary Co-Operative Agricultural and Rural Development Bank Ltd. No.Q. 1644

Judgement :

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT THE HONOURABLE MR. JUSTICE RAJA VIJAYARAGHAVAN V MONDAY, THE 8TH DAY OF JANUARY 2024 / 18TH POUSHA, 1945 WP(C) NO. 31356 OF 2023 PETITIONER/S: HASHIM E AGED 35 YEARS S/O IBRAHIM, KOPPATHIL VEEDU, KULATHUPUZHA, THINKALKARIKKOM P.O, THINKALKARIKKOM VILLAGE, PUNALUR TALUK, KOLLAM DISTRICT, PIN - 691310 BY ADVS. NIRMAL V NAIR ENCIL K. SABU ARATHI PRABHAKARAN RESPONDENT/S: 1 PUNALUR PRIMARY CO-OPERATIVE

AGRICULTURAL AND RURAL DEVELOPMENT BANK LTD. NO.Q. 1644 THOLICODE P.O., KOLLAM DISTRICT REPRESENTED BY ITS SECRETARY, PIN - 695541 2 SPECIAL SALE OFFICER PUNALUR PRIMARY CO-OPERATIVE AGRICULTURAL AND RURAL DEVELOPMENT BANK LTD NO.Q. 1644, THOLICODE P.O., KOLLAM DISTRICT, PIN - 695541 BY ADVS. PHILIP T.VARGHESE ACHU SUBHA ABRAHAM(K/001758/1999) V.T.LITHA(K/278/2006) SRI. IMAM GREGOREOUS, GP SRI. THOMAS T VARGHESE, SC FOR PUNALUR PRIMARY CO-OPERATIVE AGRICULTURAL AND RURAL DEVELOPMENT BANK. THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 08.01.2024, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING: W.P.(C) No.31356 of 2023 2

JUDGMENT

The petitioner states that for the purpose of construction of a house, he had availed two separate loans vide No.KSS-46/2017 and NRHS:2401/2018 from the 1st respondent bank by mortgaging an extent of 67.5 cents of land. The tenure of the loan was 5 years. It is stated that due to certain financial and other related contingencies, he could not remit the monthly installments as per the terms of the loan agreement. Coercive proceedings have been initiated, and the petitioner has now been served with Ext.P2 notice threatening the sale of the immovable property which stands mortgaged. It is on these assertions that this writ petition is filed seeking directions to the respondents to grant 20 monthly installments to pay the entire outstanding loan amount.

2. The learned Standing Counsel appearing for the respondents

submitted that the total outstanding as of date is about Rs.5 lakhs. However, the learned counsel fairly submits that as a last chance, the petitioner can be granted 4 installments to clear off the entire arrears.

3. I have considered the submissions and have carefully gone through the records.

4. From the submissions made by both sides, it appears that the total

amount due from the petitioner in respect of the loan is over Rs. 5 Lakhs. In W.P.(C) No.31356 of 2023 3 terms of the directions issued by this Court, the petitioner has paid a sum of Rs.75,000/-. As the respondent has not objected to granting an installment facility to the petitioner to clear off the dues, I am of the view that necessary directions can be issued as a last-ditch effort to enable the petitioner to clear the amounts due to the respondent bank.

5. Resultantly, this writ petition is ordered, and the following directions are issued:

(i) The petitioner shall approach the 1st respondent with a

request to inform him of the details of the actual amount together with interest and other charges due from him in respect of the loan account. If such a request is made within two weeks from the date of receipt of a copy of this judgment, the 1st respondent shall forthwith issue a statement in writing detailing the total amount due to close the loan account.

(ii) On receipt of such a statement, the petitioner shall pay

the amount shown therein in twelve (12) equal monthly installments commencing from 1.3.2024 and continue to pay the same on every successive month thereafter until the entire loan is wiped off.

(iii) If the amounts are diligently paid in terms of the directions above, coercive proceedings initiated against him by the respondents for the realization of the amount shall be kept in abeyance. W.P.(C) No.31356 of 2023 4

(iv) It is made clear that if the petitioner commits default in

respect of any two installments, he will lose the benefit of this judgment, and the concerned respondent will be free to continue with the recovery proceedings against him from the stage at which they presently stand and recover the entire amount along with interest and other charges.

(v) It is further made clear that no petition for an extension

of time will be entertained. Sd/- RAJA VIJAYARAGHAVAN V, JUDGE NS W.P.(C) No.31356 of 2023 5 APPENDIX OF WP(C) 31356/2023 PETITIONER EXHIBITS : Exhibit P1 A TRUE COPY OF THE PASSBOOK OF THE LOANS BEARING NO. KSS46/2017 AND NRHS: 2401/2018

HELD BY THE PETITIONER WITH THE 1ST RESPONDENT

Exhibit P2 A TRUE COPY OF THE NOTICE NO. E.P:70/2023,71/2023 DATED 31.07.2023 ISSUED BY THE 2ND RESPONDENT Exhibit P3 A TRUE COPY OF THE PAYMENT RECEIPT DATED 25.10.2023 ISSUED BY THE 1ST RESPONDENT

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