
(2024) 10 KL CK 0052
In the High Court Of Kerala
Case No : Writ Petition (C) No. 22883 Of 2024
Soudamini K.N.Vs Registrar

Date of Decision : 09-10-2024

Acts Referred:

Citation : (2024) 10 KL CK 0052

Hon'ble Judges : N. Nagaresh, J.

Bench : Single Bench

Advocate : Resmi Nandan, P.V.Baby, Resmi Thomas

Final Decision : Dismissed

Judgement

N. Nagaresh, J.

1. The petitioner, who retired from service as Senior Clerk from the office of the Agriculture Assistant Director, seeks to command the 4th respondent-Secretary of Kaduthuruthy Housing Co-operative Society Limited to consider the actual situation of the petitioner and withdraw Ext.P2 letter or grant permission for sanctioning of service benefits of the petitioner.
2. The petitioner states that while in service, she availed a personal loan of ₹ 2 lakhs from the 3rd respondent-Society. The petitioner closed the loan account on 10.06.2024. The petitioner would submit that she did not stand as guarantor to any loan taken by Mr. Shymon, who was the Office Attendant in the same office. The petitioner had settled her loan account on her retirement on superannuation. However, the pension benefits were not granted to her.
3. The 4th respondent-Secretary to the Society issued a notice to the petitioner that EP No.34/2024 is pending against the petitioner. The petitioner appeared in the said EP. The case was posted for objection. In EP No.34/2024, the borrower-Shymon has clearly stated that there is no surety for his loan amount. The 4th respondent has not taken any effective action to recover the loan amount from Mr. Shymon. In the circumstances, the respondents are compellable to release the pension benefits to the petitioner, contends the petitioner.

4. The 2nd respondent resisted the writ petition. The 2nd respondent submitted that the petitioner was a surety to Shymon who availed ₹ 2,00,000/- as loan. The petitioner has executed a surety bond. As the borrower has defaulted in making repayment, the petitioner being a surety, is bound to pay the amount. Respondents 3 and 4 will be justified in withholding pension benefits.

5. I have heard the learned counsel for the petitioner, learned Government Pleader representing respondents 1, 2 and additional 5th respondent and the learned Standing Counsel appearing for respondents 3 and 4.

6. The question arising for consideration is whether respondents 3 and 4 are justified in withholding the pension benefits of the petitioner. Though the petitioner states that she has not stood as a guarantor to the loan taken by Mr. Shymon, Ext.R3(a) produced by respondents 3 and 4 would show that the petitioner has signed as a guarantor on the loan application submitted by the said Mr. Shymon. Ext.R3(b) is the agreement signed by the petitioner in this regard. Ext.R3(b) would show that the petitioner has agreed that respondents 3 and 4 can recover the loan amount along with interest from the assets of the petitioner.

7. Ext.R3(d) contains agreement for recovery from salary of the petitioner. By Ext.R3(d), the petitioner has authorised her Paying Officer to recover such amount from her salary or any other fund due to the petitioner as per request of the Secretary of the Society and to pay the same to the Society. By Ext.R3(g) Award in ARC No.1723/23, the Arbitrator has ordered to recover the defaulted amount from the movable and immovable assets of the petitioner as well.

In the circumstances, I do not find any merit in the contentions of the petitioner. The writ petition is therefore dismissed.