(2012) 07 KL CK 0238

In the High Court Of Kerala

Case No : WP (C) . No. 14229 of 2012 (C)

U.K. Subaida and Ashraf APPELLANT

Vs

The Syndicate Bank RESPONDENT

Date of Decision : 06-07-2012

Acts Referred:

Citation : (2012) 07 KL CK 0238

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

Bench : Single Bench

Advocate : Vinod J. Dev and Sri. Pramod J. Dev, for the Appellant; R.S. Kalkura Advocate, SC, Syndicate Bank, for the Respondent

Judgement

Justice P.R. Ramachandra Menon

1. The dispute involved in this case is with regard to the non satisfaction of the due amount under two different loans. The petitioner availed a ''housing loan'' of Rs. 7 lakhs from the respondent Bank in the year 2007 and a ''personal loan'' to the tune of Rs.2 lakhs on the strength of the very same property given as security in respect of the first loan. The petitioner could not satisfy the instalments properly; under which circumstances, the account was declared as ''NPA'' and the Bank proceeded with steps under the SARFAESI Act. The respondent Bank has filed a statement pointing out that, in respect of the first loan, the total outstanding amount is Rs.7, 02,290.60/- (Rupees two lakhs two thousand two hundred and ninety and six zero) as on 25.06.2012, out of which a sum of Rs.85,810.03/-(Rupees eighty five thousand eight hundred and ten point zero three) constitutes the ''overdue'' in respect of the defaulted instalments as on 02.07.2012. In respect of the ''personal loan'', the total arrears is Rs.2,85,887/- as on 25.06.2012 (wrongly typed as Rs.7,02,290/-).

2. The learned counsel for the respondent Bank submits that, unless the petitioner clears the entire ''overdue'' amount in respect of the ''housing loan'' towards the defaulted instalment, the loan is not liable to be regularized. With

regard to the other loan, the learned counsel submits that the petitioner has turned to be chronic defaulter and there is no chance for any regularization of the said loan account.

3. The learned counsel for the petitioner submits that the default was never wilful but because of some unforeseen circumstances and that the petitioner has taken earnest effort to clear the entire outstanding amount in respect of the defaulted instalments towards the housing loan and seeks for an opportunity to have the loan account regularized. With regard to the other loan, i.e., the personal loan, the learned counsel submits that the petitioner may be given some breathing time to clear the entire liability by way of reasonable instalments. After hearing both the sides, the petitioner is directed to satisfy the entire ''overdue'' amount in respect of the ''housing loan'' by way of ''four'' equal monthly instalments, the first of which shall be effected on or before the 30th of this month; to be followed by similar instalments on or before the 30th of the succeeding months. This will be in addition to the liability of the petitioner to satisfy the regular EMIs as well. Subject to this, the housing loan will stand regularized. With regard to the personal loan, the entire outstanding liability shall be cleared by the petitioner by way of ''ten'' equal monthly instalments, the first of which shall also be effected on or before the 30th of this month; to be followed by similar instalments on or before the 30th of the succeeding months. Subject to this, the coercive proceedings stated as being pursued against the petitioner shall be kept in abeyance for the time being. It is made clear that, if any default is made with respect to the satisfaction of ''overdue'' amount towards the defaulted instalments under the housing loan account and the periodic instalments in respect of the personal loan account or if any two consecutive defaults are made with regard to the regular EMIs under the housing loan account, it will Bank to proceed with further steps against the petitioner for realization of the entire amount in lump, from the stage where it stands now.

Writ petition is disposed of.

