

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE V.G.ARUN

THURSDAY, THE 12<sup>TH</sup> DAY OF JANUARY 2023 / 22ND POUSHA, 1944

W.P.(C) NO.962 OF 2023

PETITIONER:

SHINOD K.S.,  
AGED 47 YEARS, S/O. SREENIVASAN,  
KALARICKAL HOUSE,  
NEAR THANKAPPA PETROL PUMP, ADIMALI,  
IDUKKI DISTRICT, PIN-685 561.

BY ADVS.  
N.K.KARNIS  
VINAY KUMAR VARMA

RESPONDENTS:

- 1        UNION BANK OF INDIA  
         REPRESENTED BY ITS REGIONAL OFFICE,  
         3RD FLOOR, AMALA TOWERS, ADICHIRA JUNCTION,  
         KOTTAYAM, PIN-695 004.
- 2        THE AUTHORISED OFFICER UNDER THE SARFAESI ACT  
         UNION BANK OF INDIA, REGIONAL OFFICE,  
         3RD FLOOR, AMALA TOWERS, ADICHIRA JUNCTION,  
         KOTTAYAM, PIN-695 004.
- 3        THE BRANCH MANAGER,  
         UNION BANK OF LNDIA, ADIMALI BRANCH,  
         PONAPPALAS QUEEN TOWER, KALLARKUTTY ROAD,  
         ADIMALI, IDUKKI, PIN-685 561.

ADV. A.S.P. KURUP, STANDING COUNSEL, UNION BANK OF INDIA

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON  
12.01.2023, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

**JUDGMENT**

**Dated this the 12<sup>th</sup> day of January, 2023**

The petitioner availed a loan from the 1<sup>st</sup> respondent Bank and committed default. This resulted in the Bank initiating recovery measures. Aggrieved, the petitioner approached this Court earlier in W.P.(C) No.9852 of 2022. That writ petition was disposed of by Ext.P2 judgment, directing the respondent Bank to accept an amount of Rs.58,10,000/- along with Bank charges from the petitioner and settle the account. The petitioner remitted the entire amount in instalments, in terms of the direction in the judgment. Thereafter, he approached the Bank seeking release of the title deeds furnished as security. The Bank demanded bank charges and interest from the petitioner as a condition for releasing the title deeds. According to the petitioner, the demand for bank charges and interest, even after remitting the entire amount, is unconscionable. Raising the complaint, the petitioner approached the Banking Ombudsman. The Ombudsman having

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closed the complaint as per Ext.P7 on the premise that the complaint is not maintainable in view of the judgment of this Court, this writ petition is filed.

2. Heard learned Counsel for the petitioner and learned Standing Counsel for the Bank.

3. Although learned Counsel for the petitioner contended that demanding bank charges after settling the loan account is illegal, I am unable to accept that contention since, as per Ext.P2 judgment, the Bank was given the liberty to demand bank charges. The other contention is that the Bank is demanding interest in addition to the bank charges and is refusing to issue a break-up of the demand. In my opinion, the Bank is bound to provide a break-up of the demand now made. If such break-up includes interest, in addition to the Bank charges, the petitioner can challenge that portion before the appropriate forum.

Ordered accordingly.

Sd/-  
**V.G. ARUN**  
**JUDGE**

bpr

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APPENDIX OF WP (C) 962/2023

PETITIONER'S EXHIBITS

EXHIBIT P1	TRUE COPY OF THE 1ST RESPONDENT'S LETTER NO. RO:KO:SAR: 265/2021-22 DATED 26.08.2021.
EXHIBIT P2	TRUE COPY OF THE JUDGEMENT DATED 23.03.2022 IN W.P. (C) NO.9852 OF 2022
EXHIBIT P3	TRUE COPY OF THE LETTER DATED 05.09.2022 BY THE PETITIONER ADDRESSED TO THE 3RD RESPONDENT
EXHIBIT P4	TRUE COPY OF THE REPRESENTATION DATED 06.10.2022 SUBMITTED BY THE PETITIONER TO THE 1ST RESPONDENT
EXHIBIT P5	TRUE COPY OF THE COMMUNICATION DATED 30.09.2022 OF THE 3RD RESPONDENT ADDRESSED TO THE PETITIONER
EXHIBIT P6	TRUE COPY OF THE PETITIONER'S LETTER DATED 28.10.2022 ADDRESSED TO THE 3RD RESPONDENT
EXHIBIT P7	TRUE COPY OF THE COMMUNICATION DATED 02.01.2023 OF THE BANKING OMBUDSMAN OF THE RBI.