



2024:KER:88409

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE N.NAGARESH

MONDAY, THE 25TH DAY OF NOVEMBER 2024/4TH AGRAHAYANA, 1946

WP(C) NO. 37204 OF 2024

PETITIONER:

**REKHA.R
AGED 51 YEARS, W/O.MANIKANDAN,
PLAVILA VEEDU, NETTETHARA,
CHADAYAMANGALAM P.O, CHADAYAMANGALAM,
KOLLAM, PIN - 691 534.**

**BY ADVS.
K.SIJU
ANJANA KANNATH
MARIYA JOSE**

RESPONDENTS:

- 1 KOTTARAKKARA TALUK HOUSING CO-OPERATIVE SOCIETY LTD. NO.Q.451, OYoor ROAD, PULAMON, KOTTARAKKARA, KOTTARAKKARA, KOLLAM - REPRESENTED BY ITS SECRETARY, PIN - 691 506.**
- 2 ARBITRATOR CUM SPECIAL SALE OFFICER KERALA STATE CO-OPERATIVE HOUSING FEDERATION LTD., REGIONAL OFFICE, SASTHRI NAGAR SOUTH, KARAMANA P.O, THIRUVANANTHAPURAM, PIN - 695 002.**

**BY ADV
PREEJA V.P.**

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR
ADMISSION ON 25.11.2024, THE COURT ON THE SAME DAY
DELIVERED THE FOLLOWING:**



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JUDGMENT

Dated this the 25th day of November, 2024

The petitioner has approached this Court aggrieved by the coercive proceedings for recovery of financial advance made by the Kottarakkara Taluk Housing Co-operative Society Limited to the petitioner, invoking the provisions of the Kerala Co-operative Societies Act, 1969.

2. The 1st respondent paid ₹2.5 lakhs to the petitioner as Loan in the year 2011. The petitioner states that though the petitioner made remittances promptly during the initial repayment period of the financial advance, she could not pay the repayment instalments promptly later. The repayment of loan fell into arrears later. It happened due to reasons beyond the control of the petitioner.

3. Though the petitioner requested the 1st respondent to permit the petitioner to repay the overdue amounts in easy monthly instalments, the respondent



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authorities were not yielding. The authorities, instead, started coercive proceedings, invoking the provisions of the Kerala Co-operative Societies Act, 1969 and issued Ext.P2 notice.

4. The petitioner states that she is still in a position to clear the overdue amounts towards the loan, if sufficient time is given to clear the dues in easy monthly instalments. If the respondents are permitted to continue with the coercive proceedings and auction the secured assets provided by the petitioner, she will be put to untold hardship and loss.

5. Standing Counsel entered appearance on behalf of the respondents and denied all the statements made by the petitioner. On behalf of the respondents, it is submitted that the loan was given to the petitioner in the year 2011. The petitioner committed default in repaying the loan.

6. The respondents repeatedly reminded the petitioner and required her to clear the dues. The petitioner



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deliberately omitted to do so. In the circumstances, the respondents had no other go than to proceed against the petitioner invoking the provisions of the Kerala Co-operative Societies Act, 1969. The impugned Ext.P2 was issued in these circumstances. The petitioner has not advanced any legal reasons to thwart the coercive proceedings initiated by the respondents.

7. The Standing Counsel, however, submitted that if the petitioner is ready and willing to make a substantial payment soon and remit the balance outstanding amount immediately thereafter, a short breathing time can be granted to the petitioner to clear the dues. The Standing Counsel submitted that the outstanding amount due to the 1st respondent from the petitioner is ₹6,54,112/-.

8. I have heard the counsel for the petitioner and the Standing Counsel representing the respondents.



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9. The specific case of the petitioner is that the petitioner has been making the repayment and maintaining the loan account initially. The default in repayment of the loan occurred lately due to reasons beyond the control of the petitioner. The petitioner has provided substantial security which will safeguard the interest of the respondents.

10. In the facts and circumstances of the case, I am inclined to dispose of the writ petition giving a short and reasonable time to the petitioner to clear off the liability.

11. The writ petition is therefore disposed of with the following directions:

- (i) The petitioner shall remit the outstanding amount of ₹6,54,112/- in 12 consecutive and equal monthly instalments along with accruing interest and other administrative charges, if any. First of such instalments shall be paid on or before



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26.12.2024.

(ii) If the petitioner commits single default in making payments as directed above, the respondents will be at liberty to continue with the coercive proceedings against the petitioner in accordance with law.

(iii) If the petitioner makes payments as directed above, coercive proceedings, if any, against the petitioner shall stand deferred.

Sd/-
N.NAGARESH
JUDGE

AMR



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APPENDIX OF WP(C) 37204/2024

PETITIONER'S EXHIBITS

**Exhibit P1 THE RELEVANT PAGE OF THE LOAN PASSBOOK
ISSUED TO THE PETITIONER BY THE 1ST
RESPONDENT DATED 23.12.2011.**

**Exhibit P2 THE COPY OF NOTICE DATED 25.9.2024
PUBLISHED BY THE 2ND RESPONDENT.**

RESPONDENTS' EXHIBITS

**Exhibit R1(a) A TRUE COPY OF AWARD PASSED BY THE
ARBITRATOR IN ARC NO: 1727 OF 2014
DATED 28.08.2014.**

**Exhibit R1(b) A TRUE COPY OF THE JUDGMENT DATED
20.07.2018 DATED IN WP (C) NO: 28000
OF 2016.**