IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR.JUSTICE N.NAGARESH

MONDAY, THE 20TH DAY OF JANUARY 2025 / 30TH POUSHA, 1946

WP(C) NO. 2349 OF 2025

PETITIONER:

RAPHI.M.A.
AGED 49 YEARS, S/O.AHAMED KODUNGOOR,
VENGAI.P.O., MYNAGAPALLY, KOLLAM,
PIN - 690519.

BY ADV E.V.MOLY

RESPONDENT:

LIC HOUSING FINANCE LTD,
(LIC HFL REP. BY ITS AUTHORIZED OFFICER
GROUND FLOOR, JEEVAN PRAKASH, LIC BUILDING,
PATTOM, THIRUVANANTHAPURAM, PIN - 695004.

BY ADV.SRI. A S P KURUP, STANDING COUNSEL

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 20.01.2025, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

J U D G M E N T

Dated this the 20th day of January, 2025

The petitioner has approached this Court aggrieved by the coercive proceedings for recovery of financial advance made by the respondent to the petitioner, invoking the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

2. The respondent paid ₹20 lakhs in the year 2020 and ₹10 lakhs in the year 2021 to the petitioner and his wife as Housing Loan. The petitioner states that though the petitioner made remittances promptly during the initial repayment period of the financial advance, he could not pay the instalments promptly later. The repayment of loans fell into arrears. It happened due to reasons beyond the control of the petitioner.

3. Though the petitioner requested the respondent to permit the petitioner to repay the overdue amounts in easy monthly instalments, the authorities were not yielding. The authorities, instead, started coercive proceedings, invoking the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Security Interest (Enforcement) Rules, 2002 and issued Ext.P4 notice.

4. The petitioner states that he 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 respondent is permitted to continue with the coercive proceedings and auction the secured assets provided by the petitioner, he will be put to untold hardship and loss.

5. Standing Counsel entered appearance on behalf of the respondent and denied all the statements made by

the petitioner. On behalf of the respondent, it is submitted that the loans were given to the petitioner in the years 2020 and 2021. The petitioner committed default in repaying the loans. The petitioner had earlier approached this Court and obtained Ext.P1 judgment. Pursuant to Ext.P1 judgment, the petitioner had paid ₹1,91,000/-.

6. The respondent repeatedly reminded the petitioner and required him to clear the dues. The petitioner deliberately omitted to do so. In the circumstances, the respondent had no other go than to proceed against the petitioner invoking the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. The impugned Ext.P4 notice was issued in these circumstances. The petitioner has not advanced any legal reasons to thwart the coercive proceedings initiated by the respondent.

7. The Standing Counsel, however, submitted that if the petitioner is ready and willing to make a substantial payment soon and remit the balance overdue amount immediately thereafter, a short breathing time can be granted to the petitioner to clear the dues. The Standing Counsel submitted that the overdue amount due to the respondent from the petitioner as on 20.01.2025 is ₹5,76,786/-.

8. I have heard the learned Counsel for the petitioner and the learned Standing Counsel representing the respondent.

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

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 an amount of ₹1 lakh on or before 31.01.2025.

(ii) The petitioner shall remit the balance overdue amount in subsequent consecutive six equal monthly instalments thereafter, along with accruing interest and other administrative charges, if any.

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

(iv) The petitioner shall also pay current EMIs along with the aforesaid payments.

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

Sd/-
N. NAGARESH
JUDGE

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APPENDIX OF WP(C) 2349/2025

PETITIONER'S EXHIBITS

Exhibit P1	**THE TRUE COPY OF THE JUDGMENT IN WPC.NO.539/2024 DATED 10.1.2024.**
Exhibit P2	**THE TRUE COPY OF THE LETTER DATED 14.08.2024.**
Exhibit P3	**THE TRUE COPY OF THE LETTER RECEIVED BY THE PETITIONER ALONG WITH COPY OF THE RESPECTIVE ACCOUNT STATEMENTS.**
Exhibit P4	**THE TRUE COPY OF THE NOTICE RECEIVED FROM THE POST OFFICE ON 18.01.2025.**