

**IN THE HIGH COURT OF KERALA AT ERNAKULAM**

**PRESENT:**

**THE HONOURABLE MR.JUSTICE ANTONY DOMINIC**

**THURSDAY, THE 31ST DAY OF JANUARY 2013/11TH MAGHA 1934**

**WP(C).No. 2983 of 2013 (W)**  
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**PETITIONER(S):**  
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**SUDHAKARAN SREEDHARAN,  
FLAT NO.G-358,HOUSE NO.358,KAREKADU BUILDING,  
NEAR ST.ALOTIOUS COLLEGE,EDATHUVA,ALAPPUZHA.**

**BY ADV. SRI.B.KRISHNA MANI**

**RESPONDENT(S):**  
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**THE AUTHORISED OFFICER,  
ICICI BANK LTD.,ABAN ARCADE,T.K.ROAD,  
PATHANAMTHITTA-689 547.**

**BY ADV.SRI.K.K.M.SHERIF,SC**

**THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION  
ON 31-01-2013, THE COURT ON THE SAME DAY DELIVERED THE  
FOLLOWING:**

**sts**

APPENDIX

PETITIONER(S) EXHIBITS

EXHIBIT-P1: TRUE COPY OF THE RECEIPT DATED 21/4/2008.  
EXHIBIT-P2: TRUE COPY OF THE RECEIPT DATED 09/10/2009.  
EXHIBIT-P3: TRUE COPY OF THE RECEIPT DATED 02/02/2009.  
EXHIBIT-P4: TRUE COPY OF THE RECEIPT DATED 30/04/2009.  
EXHIBIT-P5: TRUE COPY OF THE RECEIPT DATED 06/06/2009.  
EXHIBIT-P6: TRUE COPY OF THE RECEIPT DATED 30/06/2009  
EXHIBIT-P7: TRUE COPY OF THE RECEIPT DATED 01/08/2009.  
EXHIBIT-P8: TRUE COPY OF THE RECEIPT DATED 29/09/2009  
EXHIBIT-P9: TRUE COPY OF THE RECEIPT DATED 29/10/2009.  
EXHIBIT-P10: TRUE COPY OF THE RECEIPT DATED 9/12/2009.  
EXHIBIT-P11: TRUE COPY OF THE RECEIPT DATED 19/03/2010.  
EXHIBIT-P12: TRUE COPY OF THE RECEIPT DATED 25/2/2010.  
EXHIBIT-P13: TRUE COPY OF THE RECEIPT DATED 26/05/2010.  
EXHIBIT-P14: TRUE COPY OF THE RECEIPT DATED 06/07/2010.  
EXHIBIT-P15: TRUE COPY OF THE RECEIPT DATED 09/08/2010.  
EXHIBIT-P16: TRUE COPY OF THE RECEIPT DATED 11/10/2010.  
EXHIBIT-P17: TRUE COPY OF THE RECEIPT DATED 09/11/2010.  
EXHIBIT-P18: TRUE COPY OF THE RECEIPT DATED 10/1/2011.  
EXHIBIT-P19: TRUE COPY OF THE RECEIPT DATED 14/2/2011.  
EXHIBIT-P20: TRUE COPY OF THE RECEIPT DATED 10/03/2011.  
EXHIBIT-P21: TRUE COPY OF THE RECEIPT DATED 30/04/2011.  
EXHIBIT-P22: TRUE COPY OF THE RECEIPT DATED 16/06/2011.  
EXHIBIT-P23: TRUE COPY OF THE RECEIPT DATED 01/08/2011.

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**EXHIBIT-P24: TRUE COPY OF THE RECEIPT DATED 10/08/2011.**

**EXHIBIT-P25: TRUE COPY OF THE RECEIPT DATED 09/11/2011.**

**EXHIBIT-P26: TRUE COPY OF THE RECEIPT DATED 10/02/2011.**

**EXHIBIT-P27: TRUE COPY OF THE RECEIPT DATED 11/06/2012.**

**EXHIBIT-P28: TRUE COPY OF THE RECEIPT DATED 10/09/2012.**

**EXHIBIT-P29: TRUE COPY OF THE STATEMENT OF ACCOUNT FROM 23/11/2005 TO 17/09/2012.**

**EXHIBIT-P30: TRUE COPY OF THE NOTICE DATED 30/06/2012 ISSUED BY THE RESPONDENT.**

**EXHIBIT-P31: TRUE COPY OF THE NOTICE DATED 17/09/2012 ISSUED BY THE RESPONDENT.**

**EXHIBIT-P32: TRUE COPY OF THE NOTICE DATED 12/10/2012 UNDER SECTION 13(2) OF THE SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SSECURITY INTEREST ACT, 2002.**

**EXHIBIT-P33: TRUE COPY OF THE NOTICE DATED 24/11/2012.**

**RESPONDENTS' EXHIBITS :                      NIL**

**/TRUE COPY/**

**P.A.TO.JUDGE**

**sts**

## RESPONDENTS' EXHIBITS

**ANTONY DOMINIC,J**

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**W.P.(C) No.2983 of 2013**  
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**Dated this the 31<sup>st</sup> day of January, 2013**

**JUDGMENT**

Petitioner availed of a housing loan from the respondent. Default was committed and therefore, SARFAESI proceedings are initiated. It is at that stage, this writ petition is filed and the prayer made is to allow the petitioner to get the loan regularised.

2. Submission made on behalf of the respondent shows that towards the defaulted dues itself, Rs.3,58,325/- is due from the petitioner. Therefore, unless the petitioner pays this amount, the petitioner cannot get the loan regularised.

In such circumstances, I direct that the petitioner shall pay the defaulted dues in three equal monthly instalments. First instalment shall be paid on or before 15.02.2013 and the subsequent instalments shall be paid on or before the 15<sup>th</sup> of March and April 2013. Along with

the instalments, the current EMI shall also be paid. If payments are made as above, the loan will be regularised and the petitioner will be allowed to pay the balance liability as per the loan agreement. Subject to payment as above, the coercive action will stand deferred and in case default is committed, the respondent will be free to continue the recovery action already initiated.

Writ petition is disposed of as above.

Sd/-  
**ANTONY DOMINIC, JUDGE**

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