IN THE DEBTS RECOVERY TRIBUNAL-2, KERALA
AT ERNAKULAM

PRESENT: SRI.SOVAN KUMAR DASH
PRESIDING OFFICER

Dated this the 05th day of March, 2026

SECURITIZATION APPLICATION No.38/2024

Between

Shijo Jose,
S/o.late M.C.Jose Mechery,
Mechery House,
Koovakkattukunnu,
Pushpagiri P.O., Melur,
Thrissur – 680 311. …Applicant

And

1. The South Indian Bank Ltd.,
Regional Office, Irinjalakuda,
VI/950-C & D, Christ Nagar,
AKP Junction, Irinjalakuda,
Thrissur – 680 125,
Represented by its Authorised Officer and
Chief Manager.

2. The Authorised Officer,
The South Indian Bank Ltd.,
Regional Office, Irinjalakuda,
VI/950-C & D, Christ Nagar,
AKP Junction, Irinjalakuda,
Thrissur – 680 125. …Defendants

This Securitization Application having been heard on 11.02.2026 in the presence of Advocate Sri.P.Shrihari for the applicant and Advocate Sri.Ananthu V.Lal for the defendants and

stood over to this day for consideration, the Tribunal delivered the following:

F I N A L O R D E R

Challenging the securitization proceedings initiated by the defendants under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as 'the SARFAESI Act'), the applicant/borrower has filed this SA under S.17(1) of the SARFAESI Act seeking relief to set aside the proceeding initiated under S.14 of the SARFAESI Act before the CJM Court, Thrissur.

Brief facts of the case:

2.1 The applicant, being the partner of partnership concern under name and style M/s. City Glass and Ply Woods, had availed overdraft facility of Rs.1 crore from the defendant bank in the year 2007. The applicant, as sole proprietor of proprietorship concern under name and style 'Chalakkuty Glass & Ply Woods' availed KCC facility of Rs.90 lakhs in the year 2017 by creating security interest over the subject matter properties.

2.2 Consequent to default in repayment, two separate securitization proceedings were initiated by the defendants. The demand notice dated 18.08.2021 under S.13(2) of the SARFAESI

Act was issued to M/s.City Glass and Ply Woods and another demand notice dated 13.08.2021 was issued to M/s.Chalakkudy Glass and Ply Woods by the 2nd defendant calling to repay the outstanding amount. Due to non-compliance of the demand, the 2nd defendant issued possession notice dated 09.02.2022 in respect of the properties mortgaged for the loan of M/s.City Glass and Ply Woods and possession notice dated 10.11.2021 was issued in respect of the properties mortgaged for the loan of M/s.Chalakkudy Glass and Ply Woods.

2.3 It is claimed in the SA that the applicant filed W.P.(C) No.11443/2022 before the Hon'ble High Court of Kerala which was disposed permitting him to pay the outstanding dues in eight monthly installments. Pursuant to which, the applicant remitted Rs.24.50 lakhs during the month of October, 2022 and also remitted Rs.8.35 lakhs in January, 2023. The applicant could not remit the remaining amount as directed by the Hon'ble High Court. He filed another W.P.(C) No.11262/2023 seeking permission to regularize the loan which was closed directing the applicant to seek review of the judgement passed in earlier W.P.(C) No.11443/2022 but no review application was filed by the applicant.

2.4 It is claimed that on 29.09.2014, father of the applicant viz., Mr.M.C.Jose Mechery died, leaving behind his wife Mary Jose and children including the applicant and they are in joint possession of the property as co-owners.

2.5 The defendants proceeded under S.14 of the SARFAESI Act by filing MC No.152/2022 on the file of CJM, Thrissur to take possession of the property of an extent of 15.54 Ares with a residential building mortgaged to secure the loan. The learned CJM passed an illegal order without properly examining the declaration with affidavit filed by the Authorized Officer and based upon such illegal order the defendants cannot take possession of the secured asset. It is claimed by the applicant that issuance of demand notice to the father of the applicant Mr.M.C.Jose Mechery, who expired on 29.09.2014, is illegal. No notice was served on the legal heirs of the deceased. In absence of the same, the entire securitization proceeding is null and void. Hence the order of the CJM is liable to be set aside and the defendants cannot take possession of the subject matter property in pursuance to the order in MC No.152/2022.

3.1 The defendants filed written statement claiming that two different causes of action arise in respect of two different properties mortgaged for the loan availed by the partnership firm M/s.City Glass and Ply Woods and the proprietary concern M/s.Chalakkudy Glass and Ply Woods. The defendants also initiated two securitisation proceedings by issuing separate demand notices. It is claimed by the defendants that the partnership firm M/s.City Glass and Ply Woods represented by its partners, the present applicant Shijo Jose and Vidya Shijo availed four loans i.e., CCOL of Rs.20 lakhs, WCTL of Rs.1.50 lakhs, ECLGS of Rs.4.37 lakhs and FITL of Rs.1.23 lakhs by creating security interest in respect of 15.54 Ares (38.40 cents) of land along with a residential building with all other constructions and improvements standing over the same owned by Shijo Jose having with life interest over the property in favour of his parents late M.C.Jose and Mary Jose. The applicant had also availed a housing loan of Rs.10 lakhs and housing loan restructuring loan of Rs.68,000/- by extending the security interest over the property mortgaged in respect of the loans availed by the partnership firm.

3.2 Due to default in repayment, the loans were classified as NPA on 28.06.2021 and 29.06.2021 as per the provision of RBI

Prudential Norms and Guidelines on Asset Classification. The demand notice dated 18.08.2021 under S.13(2) of the SARFAESI Act was issued to the applicant and co-obligants which was duly served. After receipt of the same, the applicant did not raise any objection against the claim nor submitted any representation pointing out the death of his father. The notice issued to the father of the applicant was received by the wife of the applicant Vidya Shijo. Since no step was taken for repayment, symbolic possession of the subject matter properties was taken by following the statutory requirements. The application bearing MC No.152/2022 is filed before the CJM under S.14 of the SARFAESI Act to take possession of the property in respect of 15.54 Ares of land mortgaged for the loan of the partnership concern of the applicant.

3.3 It is also averred in the WS that the proprietary concern of the applicant M/s.Chalakkudy Glass and Ply Woods had also availed financial assistance in respect of CCOL, restructured term loan, FITL and ECLGS by creating security interest over the property of an extent of 69.99 Ares of land along with all constructions. Consequent to default in repayment, demand notice was issued on 13.08.2021 followed by issuance of the possession notice on 10.11.2021 after compliance of all the statutory

requirements. Though a sale notice was issued in respect of the said property, the same did not materialize.

3.4 It is claimed by the defendants that the death of Sri.M.C.Jose, father of the applicant, was not intimated and the demand notice under S.13(2) of the SARFAESI Act issued to him was received by the wife of the applicant. He never raised any issue about the death of his father who has no independent right except restricted life interest which is apparent from Annexure-B18 settlement deed. The applicant's father and mother stood as guarantors and mortgagors of 'B' schedule property to Annexure-A1 notice. After the death of father of the applicant, his life interest did not survive and there is no necessity to issue any demand notice to his other legal heirs. Hence the SA, having no merit, is liable to be dismissed.

4. From the respective case of the applicant and defendants, the following points emerged for adjudication in this case:

(i) Whether there is any illegality or irregularity or defect in the securitization proceedings initiated by the defendants to interdict with the same?

(ii) Whether the applicant is entitled to get any relief in this case?

FINDINGS:

Point Nos.(i) & (ii):

5. For the sake of convenience, both the points, being interlinked with each other, are taken up together for adjudication. Admittedly, the applicant, being the partner of a partnership firm in the name and style M/s.City Glass and Ply Woods availed various loans from the 1st defendant by creating security in respect of 15.54 Ares of land described in the SA. He also availed housing loans independently by extending the mortgage in respect of the same property. The details of the loans availed by the applicant are as follows:

Sl.No.	Nature of facility	Limit	Date of document/ date of AOD	Balance as on 16.08.2021
1.	CCOL	Rs.20 lakhs	19.07.2019	Rs.20,51,574.77
2.	MSE working capital loan	Rs.1.50 lakhs	29.12.2018	Rs.87,095.41
3.	ECLGS	Rs.4.37 lakhs	26.06.2020	Rs.4,55,509.22
4.	FITL Covid moratorium	Rs.1.23 lakhs	27.08.2020	Rs.14,259.91
Loans availed by the applicant				
5.	SIB home loan-domestic		05.06.2013	Rs.4,27,636.24
6.	SIB – home loan		29.11.2018	Rs.52,965.78

	restructured			
7.	KCC OD		05.12.2019	Rs.73,26,841.25

6. The proprietary concern of the applicant M/s.Chalakkudy Glass and Ply Woods availed the following loans by creating security interest over 69.99 Ares of land:

Nature of facility	Limit	Date of document/Date of AOD	Balance as on 12.08.2021
CCOL	Rs.98 lakhs	22.02.2017 27.11.2020	Rs.1,02,61,546.08
WCTL [CCOL restructured term loan]	Rs.4.90 lakhs	29.11.2018	Rs.2,39,190.74
Funded interest term loan	Rs.6.96 lakhs	25.08.2020	Rs.1,01,531.79
ECLGS	Rs.20.93 lakhs	25.06.2020	Rs.21,87,787.45
Total			**Rs.1,27,90,074.06**

7. It is the admitted case of both sides that the property of an extent of 15.54 Ares in old Sy.No.1025 was owned by the father of the applicant viz., Mr.Jose, who transferred the same to the present applicant Shijo Jose by way of a deed of settlement dated 14.11.2012 conferring absolute ownership and possession on him, reserving his and his wife's right to enjoy the property till their death. But the applicant was permitted to transfer or mortgage the property with their consent which is apparent from Annexure-B18 document produced by the defendants. Father of the applicant

executed agreement of guarantee in respect of the loans availed by M/s.City Glass and Ply Woods and also the housing loan availed by the applicant giving his express consent as per the document produced by the defendants and marked as Annexure-B16. The settlement deed executed by Mr.Jose in favour of his son on 14.11.2012 was deposited with the defendant bank which was confirmed by letter marked Annexure-B17. The loans availed by M/s.City Glass and Ply Woods and also the housing loan availed by the applicant were secured by one item of property i.e., 15.54 Ares acquired by the applicant from his father. Due to default in repayment, demand notices were issued separately to the applicant and the possession notices were also issued separately by the defendant bank under S.13(4) of the SARFAESI Act.

8. The main question is raised by the applicant in this case that Annexure-A1 demand notice was issued to the applicant and his late father Mr.Jose, who expired 29.09.2014 as per the death certificate marked Annexure-A11 and hence the demand notice, being void and null, has no legal existence. Based upon the same, the defendants cannot proceed with the securitization proceedings.

9. On the other hand, learned counsel for the defendants contended that death of the father of the applicant was not

informed to the bank by the applicant at any point of time. The demand notice issued to his father was also received by the wife of the applicant which is apparent from the postal acknowledgement card produced in this case. Hence the applicant cannot take benefit of his own wrong. Further, the father of the applicant had relinquished his property to the applicant by virtue of Annexure-B18 settlement deed and he had only life interest over the same which did not survive after his death. Even the demand notice was issued to the father of the applicant due to ignorance about his death, the same cannot be treated as null and void. It is also contended that the applicant has filed various writ applications before the Hon'ble High Court of Kerala challenging the securitization measures including the demand notice but no such question was raised by him. Now he is estopped from raising such contention in this SA and hence the contention of the learned counsel for the applicant cannot be accepted.

10. Annexure-B16 agreement of guarantee was executed by Vidhya Shijo, wife of the applicant, Jose Chakkapan, father of the applicant and Mary Jose, mother of the applicant on 05.06.2013 in respect of the loan of M/s.City Glass and Ply Woods and the

housing loan of the applicant. Clause (1) of Annexure-B16 reads as follows:-

> *"This guarantee shall be a continuing security for all amounts advanced by the Bank to the Borrower in respect of or under the aforesaid credit facilities as also for all interest, costs and other monies which may from time to time become due and remain unpaid to the Bank thereunder and shall not be determined or in any way be affected by any account or accounts opened or to be opened by the Bank becoming nil or coming into credit at any time or from time to time or by reason of the said account or accounts being closed and fresh account or accounts being opened in respect of fresh facilities being granted within the overall limit sanctioned to the Borrower. This guarantee shall be binding on the guarantors(s) and heirs, legal representatives, executors, administrators, successors, assignees etc. The guarantor(s) shall not be released from liability in respect of the credit facilities covered by this guarantee in the event of any omission, delay or default in presentation of bill or in issue of notice of dishonour on the part of the Bank. This guarantee shall continue in force notwithstanding the discharge of the Borrower by operation of law or death of guarantor(s) and shall cease only on payment of the amount guaranteed hereunder by the guarantor(s)."*

In view of this terms and conditions, the guarantee shall be binding on the guarantors and heirs, legal representatives, executors, administrators, successors, assignees etc. and this guarantee shall continue in force notwithstanding the discharge of the borrower by operation of law or death of the guarantor and shall cease only on payment of the amount guaranteed by the guarantor. This continuing guarantee is irrevocable and enforceable against the guarantors and their legal heirs after their death.

11. Here in this case, Annexure-A1 demand notice was issued to deceased Jose, one of the guarantors on 18.08.2021. He expired on 29.09.2014 as per the death certificate marked Annexure-A11. Once the death of the person is registered before the competent authority under the provisions of The Registration of Births and Deaths Act and the Rules made there under, it is a notice to whole world. Merely because the notice was received by the wife of the applicant on behalf of the non-existent person, it would not validate the demand notice issued to a dead person which is null and void from the inception and it has no legal existence. Since the guarantee given by father of the applicant late Jose is irrevocable and continuing guarantee even after his death, it was essential on the part of the secured creditor to issue notice to all the legal heirs who inherited properties from him after his death. It is true after his death, his life interest as per the deed of settlement marked Annexure-B18 did not survive but his liability, as a guarantor, did not cease after his death in view of the terms and condition of the deed of guarantee marked Annexure-B16 as stated earlier.

12. The learned counsel for the applicant has cited a judgement of the Hon'ble High Court of Kerala in the case of ***Emmy***

Jose vs. Indian Bank *[judgement dated 27.10.2024 in W.P.(C) No.182/2014]* wherein at paragraph 17 it is held as follows:-

> *"17. ……..The contention of the 1st respondent bank that the said notice which is sent in the last known address is sufficient, cannot be accepted. If it was a case where the addressee was alive, issuance of notice in the last known address would have been sufficient. That is not the situation here. Only when this writ petition is filed, it is known that Smt.Margaret Luke expired as early as on 19/05/2000. Therefore the notice issued by the Recovery Officer, DRT Kerala to a dead person itself is invalid. ……."*

13. The learned counsel for the applicant has cited another Division Bench judgement of the Hon'ble Madras High court reported in ***2010 (7) MLJ 882*** in the case of ***Sheeba Philominal Merlin vs. The Repatriates Co-Op. Finance & Development Bank Ltd.*** wherein at paragraph 34 it is held as follows:-

> *"34. As rightly pointed out by Mr.G.Rajagopalan, learned Senior Counsel that the guarantor S.Jayakumar died on 08.09.2005 and the demand notice was issued only on 02.01.2008 i.e. about three years after his death, even if it is assumed that the death of S.Jayakumar was not known to the Bank officials, a notice by simple "registered post with acknowledgment due" to the said S.Jayakumar would have revealed the aforesaid fact. Records produced prove the absence of service of notice. As the Bank miserably failed to issue notice as per the Act, this Court has to necessarily declare any other notice purported to have been issued under Section 13(2) and 13(4) as invalid as they were issued against the dead person. In view of the settled position of law and in the absence of notices as per Section 13(2) and 13(4) and in the absence of service as per Rule 3 of the Security Interest (Enforcement) Rules, 2002, the entire proceedings initiated by the bank under the Act and the Rules made thereunder are vitiated and invalid."*

In view of this ratio, the demand notice as well as the possession notice issued against a dead person is invalid and it has no legal existence.

14. The learned counsel for the defendants contended that life interest of Jose is not heritable and the legal heirs of Jose had no right over the property. The applicant, being one of the legal heirs of the deceased, there can be substantial representation of his father in view of the judgement passed by the Hon'ble High Court of Kerala reported in ***2018 (5) KHC 871*** in the case of ***Thayyil Gopalan and others. Vs. Thayyil Madhavi and others*** wherein at paragraph 8 it is held as follows:-

> *"8. The doctrine of substantial representation promotes substantial justice based on principle of equity, laches and acquiescence and avoids multiplicity of proceedings. The principle behind it can be made applicable when there is a substantial representation of common estate, either in a suit or proceedings, when identical or common interests are involved. When the estate or the common interest was substantially represented, the result would bind on the estate and all those who are having same interest over the estate irrespective of whether they were made as parties to the proceedings or not. The only exception is fraud or collusion in obtaining the decree. A mere non-contest of the suit or the proceedings by the parties does not itself satisfy either fraud or collusion though the same are relevant factors to be looked into in answering fraud or collusion in obtaining a decree……..."*

With due respect, the ratio decided is not helpful to the defendants in view of the guarantee agreement signed by the deceased

guarantor in favour of the bank during his life time as stated earlier.

15. The learned counsel for the defendants contended at the stage of argument that the applicant has filed writ application before the Hon'ble High Court of Kerala but the death of the father of the applicant was not raised before the Hon'ble High Court. Hence in this proceeding they cannot raise the same issue even they had scope to raise the same in the writ application filed before the Hon'ble High Court. The contention of the applicant is liable to be rejected on account of principles of waiver and abandonment. In support of his contention, learned counsel for the defendants referred a judgement of the Hon'ble Apex Court reported in ***2024 SCC Online SC 3727*** in the case of ***Celir LLP vs. Sumati Prasad Bafna & others***.

16. It is already found that issuance of demand notice in respect of 15.54 Ares of land is *non est* in the eye of law as the same was addressed to a dead person. The proceeding is defective and illegal from the inception of issuance of demand notice. Even the applicant has not raised the same before the Hon'ble High Court and even the wife of the applicant has received the demand notice issued to the dead person, with due respect, the judgement cited

by the learned counsel for the defendants is not helpful to him and the contention is not acceptable.

17. The liability of the deceased guarantor was co-extensive with the applicant for the loans availed by him. Since issuance of the demand notice Annexure A1 dated 18.08.2021 to a dead person in respect of the loans of M/s.City Glass and Ply Woods and some individual loans of the applicant, the demand notice is invalid and *non est* and all subsequent measures based on such demand notice in respect of 15.54 Ares of land mortgaged for the aforesaid loans are also invalid.

18. In respect of the loans availed by M/s.Chalakkudy Glass and Ply Woods, separate property of 69.99 Ares was mortgaged in which the deceased guarantor is no way connected and for which, separate demand notice marked Annexure-A2 was issued. Against the same, the applicant has not raised any objection nor there is any material contention in respect of the said demand notice as well as the possession notice. In absence of proof of any illegality for the said loan, the defendants may proceed in respect of the same in accordance with law. In view of discussion and finding as above in respect of other item of mortgaged property of an extent of 15.54 Ares, the defendants may proceed afresh from the stage of

issuance of the demand notice in accordance with law. All other contentions raised in respect of 15.54 Ares of property are left open and in the event of challenge to the same in future, the same may be raised, if legally permissible.

Hence it is ordered:-

ORDER

19. In view of the foregoing reasons and with the above observation, the SA is allowed in part and the securitization proceeding in respect of the property of 15.54 Ares of land (described in Annexure-A1 demand notice) is hereby set aside. The securitization proceeding in respect of the property of an extent of 69.99 Ares (described in Annexure-A2 demand notice) mortgaged for the proprietorship business M/s.Chalakkudy Glass and Ply Woods, being legal and valid, claim of the applicant against the same is hereby dismissed. Both the parties shall bear their respective costs.

(Dictated to my PA, corrected and pronounced by me in the open Tribunal on this the 05th day of March, 2026)

[SOVAN KUMAR DASH]
PRESIDING OFFICER

Documents on the part of the applicant

Annexures	Date	Particulars of documents
Annexure-A1	18.08.2021	Copy of demand notice under S.13(2) of the SARFAESI Act issued by the 2nd defendant in respect of M/s.City Glass and Ply Woods.
Annexure-A2	13.08.2021	Copy of demand notice under S.13(2) of the SARFAESI Act issued by the 2nd defendant in respect of M/s.Chalakkudy Glass and Ply Woods.
Annexure-A3	09.02.2022	Copy of demand notice issued by the 2nd defendant.
Annexure-A4	10.11.2021	Copy of possession notice in respect of M/s.Chalakkudy Glass and Ply Woods.
Annexure-A5	05.04.2022	Copy of judgement in W.P.(C) No.11443/2022 of the Hon'ble High Court of Kerala.
Annexure-A6	14.10.2022 to 28.10.2022	Copy of pay-in-slips.
Annexure-A7	03.01.2023 to 28.01.2023	Copy of pay-in-slips.
Annexure-A8	27.01.2023	Copy of scan repot issued by Navajeevan Scan Centre, Chalakudy.
Annexure-A9	28.01.2023	Copy of discharge summary issued by St.James Hospital, Chalakudy.
Annexure-A10	30.03.2023	Copy of judgement in W.P.(C) No.11262/2023 of the Hon'ble High Court of Kerala.
Annexure-A11	09.10.2014	Copy of death certificate of Mr.Jose Mechery.

Annexure-A12	22.05.2023	Copy of family membership certificate issued by the Village Officer, Muringoor Vadakkummuri Village Office.
Annexure-A13	10.03.2022	Copy of MC No.152/2022 filed before the CJM, Thrissur.
Annexure-A14	10.03.2022	Copy of affidavit in MC No.152/2022 filed before the CJM, Thrissur.
Annexure-A15	30.06.2022	Copy of order passed by the CJM in MC No.152/2022.
Annexure-A16	03.06.2023	Copy of proceeding in MC No.152/2022.
Annexure-A17	26.05.2023	Copy of asset based search report of the Central Registry.

Documents on the part of the defendants

Annexure-B1	18.08.2021	Copy of demand notice under S.13(2) of the SARFAESI Act issued by the 2nd defendant.
Annexure-B2	25.08.2021	Copy of postal receipts evidencing issuance of demand notice to the applicant and co-obligants/guarantors.
Annexure-B2(a)	…	Copy of acknowledgement cards evidencing receipt of demand notice by the applicant and co-obligants/guarantors.
Annexure-B3	05.01.2022	Copy of possession notice issued by the 2nd defendant.
Annexure-B4	06.01.2022	Copy of postal receipts evidencing issuance of possession notice to the applicant and co-obligants/guarantors.
Annexure-B5	07.01.2022	Copy of publication of possession notice in The New Indian Express daily.
Annexure-B5(a)	07.01.2022	Copy of publication of possession notice in Kerala Kaumudi daily.

Annexure-B6	…	Photographs evidencing affixture of the possession notice on the secured asset.
Annexure-B6(a)	…	Photographs evidencing affixture of the possession notice on the secured asset.
Annexure-B7	01.07.2013	Copy of CERSAI certificate evidencing registration of security interest in the CERSAI portal.
Annexure-B8	…	Copy of MC No.152/2022 filed before the CJM, Thrissur.
Annexure-B9	…	Copy of affidavit filed along with MC No.152/2022.
Annexure-B10	13.08.2021	Copy of demand notice issued by the 2nd defendant.
Annexure-B11	25.08.2021	Copy of postal receipts evidencing issuance of demand notice to the applicant and co-obligants/guarantors.
Annexure-B11(a)	…	Copy of acknowledgement cards evidencing receipt of demand notice by the applicant and co-obligants/guarantors.
Annexure-B12	10.11.2021	Copy of possession notice issued by the 2nd defendant.
Annexure-B13	16.11.2021	Copy of postal receipts evidencing issuance of possession notice to the borrowers.
Annexure-B14	12.11.2021	Copy of publication of possession notice in The New Indian Express daily.
Annexure-B14(a)	12.11.2021	Copy of publication of possession notice in Kerala Kaumudi daily.
Annexure-B15	…	Photographs evidencing affixture of the possession notice on the secured asset.

Annexure-B16	05.06.2013	Copy of agreement of guarantee executed by M.C.Jose and Mary Jose.
Annexure-B17	05.06.2013	Copy of letter executed by the applicant along with Jose and Mary Jose confirming the deposit of settlement deed with the applicant bank.
Annexure-B18	14.11.2012	Copy of settlement deed No.6384/2012 of Chalakkudy SRO.
Annexure-B19	05.06.2013	Copy of credit facility agreement in respect of M/s.City Glass and Ply Woods.
Annexure-B20	05.06.2013	Copy of relevant page of equitable mortgage register evidencing the deposit of title deed and creation of mortgage.
Annexure-B21	…	Copy of account statement.
Annexure-B21(a)	…	Copy of account statement.
Annexure-B21(b)	…	Copy of account statement.
Annexure-B21(c)	…	Copy of account statement.
Annexure-B21(d)	…	Copy of account statement.
Annexure-B21(e)	…	Copy of account statement.
Annexure-B21(f)	…	Copy of account statement.
Annexure-B21(g)	…	Copy of account statement.
Annexure-B21(h)	…	Copy of account statement.
Annexure-B21(i)	…	Copy of account statement.
Annexure-B21(j)	…	Copy of account statement.

PRESIDING OFFICER

IN THE DEBTS RECOVERY TRIBUNAL-2, KERALA AT ERNAKULAM

PRESENT: SRI.SOVAN KUMAR DASH
PRESIDING OFFICER

Dated the 05th March, 2026

SA No.38/2024

Between

Shijo Jose,
S/o.late M.C.Jose Mechery,
Mechery House,
Koovakkattukunnu,
Pushpagiri P.O., Melur,
Thrissur – 680 311. …Applicant

And

The South Indian Bank Ltd.,
Regional Office, Irinjalakuda,
VI/950-C & D, Christ Nagar,
AKP Junction, Irinjalakuda,
Thrissur – 680 125,
Represented by its Authorised Officer and Chief Manager
& another. …Defendants

F I N A L O R D E R