IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE M.A.ABDUL HAKHIM

TUESDAY, THE 7TH DAY OF JULY 2026 / 16TH ASHADHA, 1948

WP(C) NO. 35894 OF 2025

PETITIONER/S:

DHRUV HITESH DATTANI,
AGED 35 YEARS
SRIJI KUNJ, GUJARATI ROAD,
MATTANCHERY, KOCHI, PIN - 682002

BY ADVS.
SHRI.AYPE JOSEPH
SMT.MERIN JOSE

RESPONDENT/S:

1 RESERVE BANK OF INDIA,
REPRESENTED BY ITS REGIONAL MANAGER,
P. B. NO. 6507, NANDAVANAM, PALAYAM,
THIRUVANANTHAPURAM, PIN - 695033

2 TRANSUNION CIBIL LIMITED (CIBIL),
REPRESENTED BY ITS MANAGING DIRECTOR,
REGISTERED OFFICE AT ONE WORLD CENTRE,
TOWER 2A,19TH FLOOR, SENAPATI BAPAT MARG,
FITWALA ROAD, MUMBAI, PIN - 400013

3 THE MANAGER,
BANK OF INDIA, BAZAR ROAD, MATTANCHERY,
KOCHI, PIN - 682002

BY ADVS.
SHRI.M.GOPIKRISHNAN NAMBIAR
SRI.C.AJITH KUMAR
SMT.K.V.RASHMI
SMT.VARSHA S.S.
SHRI.K.JOHN MATHAI
SRI.JOSON MANAVALAN
SRI.KURYAN THOMAS
SHRI.PAULOSE C. ABRAHAM
SHRI.RAJA KANNAN
SHRI.PRANOY HARILAL
SMT.AKHILA NAMBIAR

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 07.07.2026, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

CR

JUDGMENT

1. The Petitioner has filed this Writ Petition seeking direction to the Respondents to make necessary changes to the credit score of the Petitioner and to remove the remark, 'Suit Filed and Willful Default' as mentioned in the CIBIL Report, shown by the Respondent Nos.2 & 3.
2. The Respondent No.1 is the Reserve Bank of India. The Respondent No.2 is a Credit Information Company and the Respondent No.3 is the Bank from which a firm by name M/s. Nanji Topanbai & Company (hereinafter referred to as 'the firm') availed loan.
3. The Petitioner was a minor admitted to the benefits of the firm. On account of the default in repayment of the loan, the Respondent No.3 filed O.A. No.35/2003 before the Debts Recovery Tribunal, Ernakulam. In the said O.A., the Petitioner was not made a party. On the death of the Defendant No.2 therein, the Petitioner was sought to be impleaded in the O.A. as one of the legal heirs of the Defendant No.2 by filing Ext.P1

Application. In Ext.P1 Application, the Petitioner is the Additional Respondent No.3. It is stated that when the Petitioner filed objection to Ext.P1 I.A. that the Petitioner is not a legal heir of the deceased Defendant No.2, the Bank filed Ext.P2 Memo to record the Defendants Nos.3 & 5 therein as the legal heirs of the deceased Defendant No.2. In Ext.P4 Final Order passed by the Debts Recovery Tribunal, the Petitioner is not a party. The grievance of the Petitioner is that even though the Petitioner is not liable for the debts of the firm to the Respondent No.3, the Respondent No.3/Bank issued communication to the Respondent No.2 which adversely affected the credit score/credit report of the Petitioner. Hence, the Petitioner has filed this Writ Petition seeking the aforesaid reliefs.

4. The Respondent Nos.2 & 3 filed separate Counter Affidavits opposing the prayers in the Writ Petition.

5. I heard the learned Counsel for the Petitioner, Sri. K.G. Balasubramanian, learned Standing Counsel for the Respondent No.1, Sri. M. Gopikrishnan Nambiar, learned

Counsel for the Respondent No.2, Sri. C. Ajith Kumar, and learned Standing Counsel for the Respondent No.3, Sri. K.V. Rashmi.

6. The learned Counsel for the Petitioner contended that the Petitioner was admitted to the benefits of the firm and the Petitioner became major only in the year 2008. By the time, on account of the death of the Defendant Nos.4 & 6 in Ext.P4 Final Order, the firm had already been dissolved in view of Section 42 of the Indian Partnership Act, 1932 (hereinafter referred to as the 'Partnership Act'), and hence there is no question of the Petitioner becoming a partner of the firm. The firm is automatically dissolved in view of Section 42 of the Partnership Act. Since the Petitioner was admitted only to the benefits of the firm, the Petitioner could not be termed as a defaulter in respect of the liability of the aforesaid firm. Ext.P7 Extract from the Registrar of Firms would reveal that the Petitioner was admitted to the firm on 28.12.1991 as a minor aged two years and he ceased to be a partner on 30.09.2003. Learned Counsel prayed to allow the Writ Petition.

7. On the other hand, the learned Counsel for the Respondent No.2 contended that the Respondent No.2/Credit Information Company acted in accordance with the information provided by the Respondent No.3. As per Ext.R2(b) Communication issued by the Respondent No.3, the Petitioner was also shown as an authorized signatory for operating the account of the aforesaid firm. The Respondent No.2 can modify the credit score/credit report of the Petitioner only if necessary communication is issued by the Respondent No.3 in this regard. Whether the Respondent No.3 is justified in issuing Ext.R2(b) Communication to Respondent No.2 with respect to the Petitioner or not is a matter to be answered by the Respondent No.3.

8. Learned Counsel for the Respondent No.3 contended that in view of Section 30(5) of the Partnership Act, the Petitioner has to elect to become or not to become a partner of the firm by making a declaration within six months from the date of attaining his majority. Admittedly, Petitioner has not made any such declaration and hence he continued as a partner of the

firm. Since the firm defaulted on the repayment of the loan, the Petitioner, as its partner, is also a defaulter of the loan. Hence, the Respondent No.3 is fully justified in issuing Ext.R2(b) Communication to the Respondent No.2. The issue arises out of the civil rights and liabilities of the parties which can be adjudicated only in a properly instituted civil proceedings and the same could not be adjudicated in a Writ Petition filed by the Petitioner in a summary manner. The learned Counsel for the Respondent No.3 prayed for dismissal of the Writ Petition.

9. I have considered the rival contentions.

10. The Petitioner is aggrieved by the Communication made by the Respondent No.3 to the Respondent No.2 which adversely affected the credit score and credit report of the Petitioner. According to the Respondent No.3, the Petitioner, as a partner of the firm, is liable for the debts of the firm to the Respondent No.3 and thus the Petitioner is also a defaulter of the loan.

11. The question to be considered is whether the Petitioner could be termed as a defaulter of the aforesaid firm. As rightly contended by the learned Counsel for the Respondent No.3, in

normal case, the parties are to be relegated to a civil suit since civil rights and liabilities are involved. But in this case, the issue can be decided on admitted facts and the parties need not be relegated to a civil litigation. Admittedly, the Petitioner became major only in the year 2008. Ext.P7 would reveal that the Petitioner was aged only two years when he was admitted to the benefits of the firm in the year 1991. As seen from Ext.P4 Order, two of the partners of the firm died before the Petitioner attained majority. In such case, going by Section 42 of the Partnership Act, in the absence of any contract between the partners of the firm, the firm is to be treated as dissolved. The Respondent No.3/Bank does not have a case that the Partnership Deed contains a clause for continuing the partnership irrespective of the death of its partners. As rightly contended by the learned Counsel for the Petitioner, there was no need for the Petitioner to make any declaration on his attaining majority as required under Section 30(5) of the Partnership Act, electing to become or not to become a partner, as the firm was not subsisting as on that date.

12. The Respondent No.3 filed O.A before the Debts Recovery Tribunal for recovery of the defaulted loan from the firm and its partners in the year 2003. It is clear from Ext.P1 Application and Ext.P2 Memo that the Petitioner was sought to be impleaded in the O.A. by the Respondent No.3/Bank as a legal heir of the deceased Defendant No.2 therein and the said Application was not prosecuted and the Bank filed Ext.P2 Memo to record that the Defendant Nos.3 and 5 therein are the only legal heirs of the deceased Defendant No.2. As a matter of fact, the Petitioner could not be a legal heir of the Defendant No.2 since the Petitioner is admittedly the grandson of the Defendant No.2. Ext.P4 Final Order was passed on 11.12.2024. The Respondent No.3 did not attempt to implead the Petitioner in the O.A. as the partner of the firm, even though the Petitioner attained majority in the year 2008. Hence, the Petitioner could not be said to be a defaulter with respect to the debt of the firm. It is stated in Ext.R2(b) Communication made by the Respondent No.3 to Respondent No.2 that the Petitioner is one of the signatories of the

accounts of the firm, which is an incorrect fact going by the records available before me. The Respondent No.3 has no case before this Court.

13. Learned Counsel for the Respondent No.3 invited my attention to Ext.R3(c) Communication dated 21.02.2003 issued by the Respondent No.3 to certain persons, including the aforesaid firm, stating that they are willful defaulters and contended that the Petitioner is a willful defaulter. The Petitioner's name is included as Serial No.6 in the said Communication. In the said communication itself, the Petitioner is shown as 'Master Dhruv Hitesh Dattani', which would again show that the Petitioner was a minor at that time. A minor admitted to the benefits of the firm could not be termed as a defaulter on account of the default in repayment of the loan by the firm in which he was admitted as a partner. The minor admitted to the benefits of the firm is not liable for the liabilities of the firm during his minority. Hence, the mere issuance of a letter to the Petitioner during his minority alleging that he is a willful defaulter could not be a justification for the Bank to communicate to

Respondent No.2 that the Petitioner is a defaulter.

14. In view of the aforesaid discussion, I am of the view that the Petitioner is entitled to succeed in this Writ Petition. Accordingly, this Writ Petition is allowed, directing the Respondent No.3 to issue necessary communication to the Respondent No.2 within one month from the date of receipt of a certified copy of the judgment seeking to remove the adverse entries and reduction of credit score against the Petitioner made in the records of the Respondent No.2 at the instance of the Respondent No.3 and further directing Respondent No.2 to make necessary corrections in the Credit Score as well as in the Credit Report of the Petitioner in accordance with the communication issued by Respondent No.3/Bank within one month from the date of receipt of such communication from the Respondent No.3.

Sd/-

M.A.ABDUL HAKHIM

JUDGE

Shg/

APPENDIX OF WP(C) NO. 35894 OF 2025

PETITIONER EXHIBITS

EXHIBIT P1	TRUE COPY OF THE I.A. NO 902/2021 IN O.A. 35/2003 , DATED 24.06.2021 ,ON THE FILE OF DRT-1 ERNAKULAM
EXHIBIT P2	TRUE COPY OF THE MEMO FILED BY THE 3RD RESPONDENT IN OA NO. 35/2003, DATED 11.03.2023,
EXHIBIT P3	TRUE COPY OF THE ORDER PASSED IN IA. NO. 903/2021,IN O.A. 35/2003 DATED 31.03.2023, OF THE DRT-1 ERNAKULAM
EXHIBIT P4	TRUE COPY OF THE JUDGMENT IN OA NO. 35/2003, DRT ERNAKULAM, DATED 11.12.2024
EXHIBIT P5	TRUE COPY OF RESPONSE MADE BY THE 2ND RESPONDENT, DATED 11.04.2025
EXHIBIT P6	TRUE COPY OF THE LAWYER NOTICE CAUSED TO ISSUE TO THE 2ND AND 3RD RESPONDENTS DATED 17.06.2025
EXHIBIT P7	TRUE COPY OF THE EXTRACT OF THE FIRM ISSUED BY THE REGISTRAR OF FIRMS ON 23/4/26

RESPONDENT EXHIBITS

EXHIBIT-R2(A)	TRUE COPY OF LETTER DATED 30/06/2025 ISSUED BY THE 2ND RESPONDENT IN REPLY TO EXT.P6
EXHIBIT-R2(B)	TRUE COPY OF EMAIL DATED 17/11/2025 ISSUED BY 3RD RESPONDENT
ANNEXURE R3(A)	A TRUE COPY OF THE STATEMENT OF ASSETS AND LIABILITIES OF MR. DHRUV HITESH DATTANI, IN HIS CAPACITY AS MINOR PARTNER TO THE BORROWER FIRM - M/S NANJI TOPANBAI AND COMPANY, DATED 12.03.1996
ANNEXURE R3(B)	A TRUE COPY OF THE SAID NOTIFICATION DATED 19.05.2003
ANNEXURE R3(C)	A TRUE COPY OF THE NOTICE AND THE CORRESPONDING ACKNOWLEDGMENT DATED 21.02.2003