



2026:KER:38148

W.A.No.1152 of 2026

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IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE DR. JUSTICE A.K.JAYASANKARAN NAMBIAR

&

THE HONOURABLE MRS. JUSTICE PREETA A.K.

TUESDAY, THE 2ND DAY OF JUNE 2026 / 12TH JYAISHTA, 1948

WA NO. 1152 OF 2026

AGAINST THE JUDGMENT DATED 25.03.2026 IN WP(C) NO.17094
OF 2025 OF HIGH COURT OF KERALA

APPELLANT/PETITIONER:

PUTHUR SERVICE CO-OPERATIVE BANK LTD.NO. 345,
PUTHUR, THRISSUR REPRESENTED BY ITS SECRETARY,
PIN - 680014

BY ADVS. SHRI.M.SASINDRAN
SHRI.SREEHARI INDUKALADHARAN

RESPONDENTS/RESPONDENTS:

- 1 SETHUMADHAVAN,
S/O ALUKKAL SARASWATHI AMMA, MULLAMKUNNATH KAVU,
THRISSUR, PIN - 680581
- 2 THE STATE CONSUMER REDRESSAL COMMISSION,
GX36+6XC, VAZHUTHACAUD, SISUVIHAR LANE,
SASTHAMANGALAM, THIRUVANANTHAPURAM, KERALA,
REPRESENTED BY ITS SECRETARY & REGISTRAR,
PIN - 695010

BY ADV SHRI.K.P.SURESH KUMAR

THIS WRIT APPEAL HAVING COME UP FOR ADMISSION ON
02.06.2026, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:



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JUDGMENT

“C.R.”

PREETA A.K., J.

Appellant herein who is the petitioner in the Writ Petition, is challenging the judgment of the learned Single Judge dismissing W.P. (C)No.17094 of 2025 . The Writ Petition was filed *inter alia* seeking to set aside Exts.P7 and P8 orders passed by the Kerala State Consumer Disputes Redressal Commission.

2. The appellant Co-operative Bank which had accepted deposits from the 1st respondent to a total of ₹5,00,000/- *vide* different fixed deposit receipts, had failed to return the amounts in fixed deposit even though the deposit had attained maturity on 02/06/2015. The 1st respondent had approached the District Consumer Disputes Redressal Commission, Thrissur, as C.C.No.746 of 2015. After considering the materials on record, the Consumer Disputes Redressal Commission, passed Ext.P3 order directing the appellant to pay a sum of ₹5,00,000/- with 12% interest and also directed to pay ₹10,000/- as cost and compensation to the 1st respondent/complainant. Even though the order was passed as early as on 31/12/2021, the appeal against Ext.P3 was preferred by the appellant only in October, 2024 along with a petition seeking to condone the delay of 825 days in filing the appeal.



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The said petition was considered by the Consumer Disputes Redressal Commission and *vide* Ext.P7, the petition seeking to condone delay [Ext.P6(a)] was dismissed. Consequentially, Ext.P8 order was passed dismissing the appeal. The Writ Petition thus came to be filed challenging Exts.P7 and P8.

3. Before the learned Single Judge, the appellant had taken up a contention that the failure to file the appeal in time was solely on account of the fact that the management of the appellant/Society was under the management by an Administrator for the period from 10/12/2014 to 07/05/2022. The learned Single Judge considered the orders which were impugned therein and held that the reasoning of the Commission was not *per se* illegal or perverse and that no interference could be made. Accordingly, Exts.P7 and P8 were upheld.

4. In this appeal, the appellant has taken up a contention that the remedy of the 1st respondent is to prefer an appeal under Section 69 of the Kerala Co-operative Societies Act, 1969 and that the learned Single Judge had failed to consider the issue regarding inherent lack of jurisdiction of the Consumer Disputes Redressal Forum.

5. It is well settled that the Consumer Protection Act, 1986 and its successor, the Act of 2019 is a Special law that has been



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enacted by the Parliament to protect the interest of consumers. Therefore, the provisions of the Special legislation overrides notwithstanding the provisions of Section 69 and Section 100 of Kerala Co-operative Societies Act, 1969. Even assuming that the Consumer Protection Act is a general law, it is a settled position of law that if there is any inconsistency between two legislations, the later law, even if general in nature, would override an earlier Special law. Merely because the rights and liabilities are created between the members and the management of the Society under the Act and Forums are provided, it cannot take away or exclude the jurisdiction conferred on the Forums under the Consumer Protection Act which is provided intentionally to serve a definite cause in terms of the objects and reasons of the Act.

6. Section 3 of the 1986 Act which corresponds to Section 100 of the 2019 Act provides that the provisions of the Consumer Protection Act is in addition to and not in derogation of the provisions of any other law for the time being in force. Therefore, even though the Co-operative Societies Act and the Rules framed thereunder provides for a mechanism for realisation of money by its creditors, the provisions in the Co-operative Societies Act do not oust the right of its creditors to recover the amount by invoking the provisions of the Consumer Protection Act.



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7. That apart, the appellant, a banking institution dealing with public funds owes a duty to its depositors to make prompt payment of the funds deposited by them. In so much as the liability to return the fixed deposit amounts which became due as early as in the year 2015, is not disputed, harping on technicalities to thwart the claim is to be highly deprecated.

In the result, we find ourselves in complete agreement with the view taken by the learned Single Judge in the impugned judgment. However, taking note of the submission made by the counsel for the appellant seeking 6 months time to comply with the order directing repayment with interest, we grant 6 months time to the appellant to comply with Ext. P3 order.

The Writ Appeal therefore fails and is accordingly dismissed.
No costs.

Sd/-

**DR.A.K.JAYASANKARAN NAMBIAR
JUDGE**

Sd/-

**PREETA A.K.
JUDGE**

ami/