



CNR: KAHC010423272025

NC: 2026:KHC:45402
WP No. 19114 of 2025

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE T.P.VIVEKANANDA

WRIT PETITION NO.19114 OF 2025 (GM-RES)

BETWEEN:

SMT. ARUNDATHI
AGED ABOUT 73 YEARS
W/O PUNDARIKA,
KODIGEHITHLU POST,
HALUVALLI,
CHIKKAMAGALURU DISTRICT-577121.

...PETITIONER

(BY SMT. TEJASWINI N., ADVOCATE FOR
SRI. GIRISH B. BALADARE, ADVOCATE)

AND:

THE MANAGER
CANARA BANK,
KALASA BRANCH, KALASA,
CHIKKAMAGALURU DISTRICT-577121.

...RESPONDENT

(BY SRI. VIGNESH SHETTY, ADVOCATE)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO DIRECTIONS TO CONSIDER THE REPRESENTATION DATED 26-06-2025 GIVEN TO THE RESPONDENT BANK, I.E., THE MANAGER, CANARA BANK KALASA BRANCH, KALASA, CHIKKAMAGALURU DISTRICT AS PER ANNEXURE-D AND ETC.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:



CNR: KAHC010423272025

NC: 2026:KHC:45402
WP No. 19114 of 2025

CORAM: HON'BLE MR. JUSTICE T.P.VIVEKANANDA

ORAL ORDER

The petitioner is before this Court seeking for issue of writ of mandamus to the respondent-Bank to consider the representation dated 26.06.2025 vide Annexure-D. The request made in the said representation is for extension of time to make payment of the amount determined under the One Time Settlement Scheme (OTS).

2. The case of the petitioner is that, pursuant to the OTS offer at Annexure-B, the petitioner has paid a sum of Rs.5,00,000/- within the stipulated time. However, the balance amount as agreed upon under the OTS is not paid and therefore, the petitioner has approached the respondent-Bank for extension of time.

3. The learned counsel for the respondent submits that similar representation, which was submitted on 17.07.2026 has been considered and rejected by



CNR: KAHC010423272025

NC: 2026:KHC:45402
WP No. 19114 of 2025

communication dated 24.07.2026 and therefore, the present writ petition for issue of writ of mandamus to consider the representation dated 26.06.2025 does not arise.

4. As could be seen from Annexure-B, the respondent-Bank has agreed to settle the loan account of the petitioner by accepting Rs.47,00,000/- as against the outstanding due of Rs.1,13,091,473/-. The opportunity provided under the OTS has not been made use of by the petitioner. Therefore, no fault can be found in the action of the respondent-Bank in not considering Annexure-D. However, as submitted by the learned counsel for the respondent, similar representation has already been considered and rejected.

5. Transaction of loan is a contract between the Bank and the borrower and the parties are bound by the terms of the contract. The OTS is a policy evolved by the Banks and financial institutions. This Court in exercises of



CNR: KAHC010423272025

NC: 2026:KHC:45402
WP No. 19114 of 2025

writ jurisdiction cannot substitute the terms of the OTS agreed between the petitioner and the respondent.

6. Accordingly, the writ petition is ***dismissed***. However, the dismissal of this writ petition would not come in the way of the petitioner approaching the respondent-Bank with a request for grant of fresh OTS under the policy, which is prevailing as on date and in accordance with law.

7. On such a representation being submitted by the petitioner, it is for the respondent-Bank to consider the same in accordance with the policy prevailing as on date and in accordance with law.

Sd/-
(T.P.VIVEKANANDA)
JUDGE

PB
List No.: 1 Sl No.: 25