



WA No.1811 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 13.07.2026

CORAM

THE HON'BLE MR.SUSHRUT ARVIND DHARMADHIKARI,
CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE G. ARUL MURUGAN

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1. M/s State Bank of India
Regional Business Office II, Chennai CBD/
Chennai North Zone, 231, NSC Bose Road, 2nd
Floor, AO Building, North Zone 1, Chennai 1.
Rep by Hemalatha Varadhan Regional Manager

2.State Bank of India
Regional Business Office II, Chennai
CBD/Chennai North Zone, 231, NSC Bose Road,
North Zone, AO Building,
North Zone 1, Chennai 1.
Rep by V.P. Sathish Kumar
The Chief Manager (OPS)

Appellants

Vs

S.S. Narayanan
Sai Krupa Flat, 4A, New No.5, Old No.3,
Thanikachalam Road,
T.Nagar, Chennai 600 017

Respondent

Prayer: Appeal filed against the Judgment passed by the learned
Single Judge in WP No.2035 of 2024 dated 22.01.2026.



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For Appellants : Mr.V.Suresh,
for Mr.Shivakumar

For Respondent : Mr.R.Bharadwaj Ramasubramaniam

JUDGMENT

(Judgment of the Court was
delivered by the Hon'ble Chief Justice)

This writ appeal challenges the order dated 22.01.2026 passed in WP No.2035 of 2024; whereby the writ petition was allowed by the learned Single Judge, permitting the respondent herein to submit bills in support of his claim in respect of the works undertaken by him, and upon such submission of bills, the appellant bank was directed to pay the said amount.

2. The brief facts of the case are that the appellant bank had floated a tender for the purpose of taking a premises on lease in Panagal Park, Chennai. The respondent is the owner of the subject property and had submitted a tender on 07.12.2022, offering the said premises for lease. Thereafter, the respondent was declared as the successful bidder, and as per the appellant bank's requirement, certain



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alteration works were done in the property. Thereafter, a Memorandum of Understanding (MOU), dated 17.05.2023, was entered between the parties. Since the work was not completed, the appellant bank terminated the MOU vide communication dated 19.08.2023. Being aggrieved, the respondent preferred a writ petition before the learned Single Judge, seeking Writ of Mandamus directing the appellant bank to pay a sum of Rs.27,35,558/- to the respondent, towards the cost incurred for carrying out civil works.

3. The learned Single Judge entertained the writ petition without there being a challenge to the cancellation of the MOU, and deliberated on the contractual disputes, which could not have been done in a petition filed under Article 226 of the Constitution of India. The learned Single Judge directed the appellant bank to pay the amount which has been claimed by the respondent.

4. Learned counsel for the appellant bank submitted that the writ petition itself is not maintainable since a contractual dispute between the parties cannot be agitated in a writ petition.



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5. Learned counsel for the respondent submitted that the order of the learned Single Judge is perfectly in order and needs no interference by this Court.

6. Heard learned counsel for the parties and perused the records.

7. It is not in dispute that a contractual dispute cannot be entertained in a petition filed under Article 226 of the Constitution of India. The respondent has not challenged the order of termination of MOU. It is open to the respondent to challenge the same in a civil suit, as per the terms and conditions of the contract. In the absence of challenge to the termination of MOU, the learned Single Judge could not have directed the appellant bank to make payment, as claimed by the respondent. The learned Single Judge has committed an error in entertaining the writ petition. The writ petition being not maintainable, the order passed by the learned Single Judge is hereby set aside. The writ appeal is allowed. There will be no order as to costs. Consequently, CMP No.16432 of 2026 is closed.



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8. The respondent would be at liberty to avail appropriate remedy in accordance with law.

(SUSHRUT ARVIND DHARMADHIKARI, CJ.) (G. ARUL MURUGAN, J.)
13.07.2026

Index : Yes/No
Neutral Citation : Yes/No
tar

To

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M/s State Bank of India
Regional Business Office II, Chennai CBD/
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Floor, AO Building, North Zone 1, Chennai 1.

2.The Chief Manager (OPS)
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CBD/Chennai North Zone, 231, NSC Bose Road,
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