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W.A.No.2159 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.07.2026

CORAM :

THE HONOURABLE MR. SUSHRUT ARVIND DHARMADHIKARI,  
CHIEF JUSTICE

AND

THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

W.A.No.2159 of 2026  
and C.M.P.No.18753 of 2026

The Manager  
Vellore Central Co-Operative Bank,  
Kancheepuram Road,  
Panapakkam, Nemili Taluk,  
Ranipet-631 052.

(Cause-title accepted vide order dated  
18.7.2025 made in CMP No.16974 of  
2025 in WA SR No.100870/25)

Appellant

Vs

1.C.Raghu  
S/o.Chinnasamy,  
No.78, A E B Colony, Punnai Village,  
Nemili Post & Taluk,  
Ranipet-631 051.

2.The Chairman  
National Handicapped Finance and  
Development Corporation,  
98 MG + 2QX, Sector 12,  
Faridabad, Haryana-121 007.



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3. The Manager  
TNSC National Handicapped Finance  
Development Corporation,  
Angappa Naicken Street,  
Parrys Corner, Chennai-600 001.

Respondents

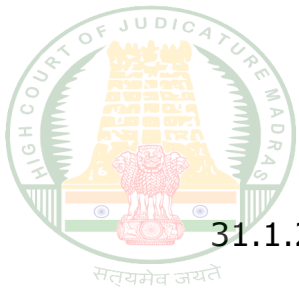
PRAYER: Appeal filed under Clause 15 of the Letters Patent to set aside the order passed by the learned Single Judge in W.P.No.33088 of 2024, dated 16.12.2024.

For Appellant: Mr.L.P.Shanmugasundaram

JUDGMENT  
(Delivered by the Hon'ble Chief Justice)

The appellant Vellore Central Co-operative Bank has filed this writ appeal under Clause 15 of the Letters Patent challenging the order passed by the learned Single Judge in W.P.No.33088 of 2024, dated 16.12.2024.

2. In the impugned order, based upon the categorical statement made, on instructions, by learned Special Government Pleader appearing for the appellant, the learned Single Judge directed the first respondent to pay the principal amount of Rs.95,000/- on or before



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31.1.2025 and, if the first respondent paid the said amount within the time stipulated, the appellant was directed to waive the interest component completely. The relevant portion of the said order reads as under:

*"3. The learned Special Government Pleader appearing for the third respondent stated on instructions received that if the petitioner pays the principle amount, then the interest portion could be waived.*

*4. The petitioner may endeavour to pay the principle amount of Rs.95,000/- in one instalment to the third respondent. Time is granted for effecting such payment till 31.01.2025. If that is paid on or before 31.01.2025, a direction is given to the third respondent to waive the interest component completely."*

3. Learned counsel appearing for the appellant contended that the appellant bank has not given any authorization to learned Special Government Pleader, who appeared before the learned Single Judge, to submit that if the first respondent pays the principal amount, then the interest portion could be waived. He added that the appellant bank has no role to reduce or waive the interest amount under any circumstances and the first respondent is bound to pay the amount as per the loan agreement entered with the appellant bank.



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4. Learned counsel further submitted that if any loan amount is repaid, it will be first adjusted towards the interest amount and that the amount of Rs.95,000/- paid by the first respondent is accounted as interest amount only and he is yet to pay the remaining principal amount with interest. Therefore, the order of the learned Single Judge is liable to be set aside.

5. We have considered the submissions raised by learned counsel for the appellant and perused the materials available on record.

6. At the outset, it is to be noted that seeking to review the very same order of the learned Single Judge, the appellant had filed Review Application No.55 of 2025. By the order dated 13.6.2025, the learned Single Judge dismissed the review application holding that the learned Special Government Pleader had made a particular statement which had been recorded by the Court and the learned Special Government Pleader had every authority to represent the respondents in the writ petition and under that authority had represented the matter before the Court.



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7. Apropos the question of whether an appellate court can delve into the truth or accuracy of a concession made by the counsel before the writ court, it is instructive to rely on the judgment of the Supreme Court in *State of Maharashtra v. Ramdas Shrinivas Nayak*<sup>1</sup>, wherein it was held thus:

*"4. When we drew the attention of the learned Attorney-General to the concession made before the High Court, Shri A.K. Sen, who appeared for the State of Maharashtra before the High Court and led the arguments for the respondents there and who appeared for Shri Antulay before us intervened and protested that he never made any such concession and invited us to peruse the written submissions made by him in the High Court. We are afraid that we cannot launch into an enquiry as to what transpired in the High Court. It is simply not done. Public policy bars us. **Judicial decorum restrains us. Matters of judicial record are unquestionable. They are not open to doubt. Judges cannot be dragged into the arena. "Judgments cannot be treated as mere counters in the game of litigation."** [Per Lord Atkinson in *Somasundaram Chetty v. Subramanian Chetty*, AIR 1926 PC 136 : 99 IC 742] **We are bound to accept***

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<sup>1</sup> (1982) 2 SCC 463

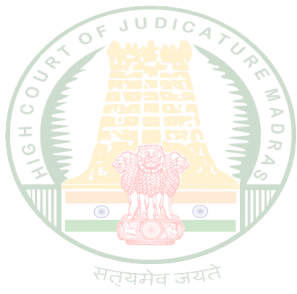


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***the statement of the Judges recorded in their judgment, as to what transpired in court. We cannot allow the statement of the Judges to be contradicted by statements at the Bar or by affidavit and other evidence. If the Judges say in their judgment that something was done, said or admitted before them, that has to be the last word on the subject. The principle is well-settled that statements of fact as to what transpired at the hearing, recorded in the judgment of the court, are conclusive of the facts so stated and no one can contradict such statements by affidavit or other evidence. If a party thinks that the happenings in court have been wrongly recorded in a judgment, it is incumbent upon the party, while the matter is still fresh in the minds of the Judges, to call the attention of the very Judges who have made the record to the fact that the statement made with regard to his conduct was a statement that had been made in error. [ Per Lord Buckmaster in Madhu Sudan Chowdhri v. Chandrabati Chowdhrair, AIR 1917 PC 30 : 42 IC 527] That is the only way to have the record corrected. If no such step is taken, the matter must necessarily end there. Of course a party may resile and an appellate court may permit him in rare and appropriate cases to resile from a concession on the ground that the concession was***



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*made on a wrong appreciation of the law and had led to gross injustice; but, he may not call in question the very fact of making the concession as recorded in the judgment.”*

*[emphasis supplied]*

8. In the case at hand, it is explicit from the order impugned that such statement was made by learned Special Government Pleader before the learned Single Judge “on instructions”. While so, the appellant now cannot contend that no instructions and/or vakalatnama were given to anyone to appear before the writ court.

9. Though learned counsel for the appellant submits that no written authorization was extended to learned Special Government Pleader, the same is not supported by any material. The statement of fact as to what transpired at the hearing recorded in the order of the learned Single Judge is conclusive of the facts so stated and the appellant has no right to contradict such statement by preferring the instant appeal.

10. The learned Single Judge while passing the impugned



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order has rightly recorded the statement made by learned Special Government Pleader, which was reaffirmed in the order passed in the review application. Therefore, we find no error in it.

The writ appeal is dismissed as devoid of merit. The impugned order of the learned Single Judge dated 16.12.2024 passed in W.P.No.33088 of 2024 is affirmed. There shall be no order as to costs. Consequently, connected miscellaneous petition stands closed.

(SUSHRUT ARVIND DHARMADHIKARI, CJ) (G.ARUL MURUGAN,J)  
28.07.2026

Index : Yes/No  
Neutral Citation : Yes/No  
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To:

1.The Chairman  
National Handicapped Finance and  
Development Corporation,  
98 MG + 2QX, Sector 12,  
Faridabad, Haryana-121 007.

2.The Manager  
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THE HON'BLE CHIEF JUSTICE  
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