

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATE: 12-08-2016

CORAM

THE HONOURABLE MR.JUSTICE M.JAICHANDREN

Writ Petition No.29052 of 2014

G.Raguthambal

.. Petitioner

Vs

The Salem and Namakkal District
Cooperative Urban Bank Employees
Thrift and Credit Society Ltd.,
represented by its President.

... Respondent

Prayer: The writ petition is filed seeking for a Writ of Mandamus, directing the respondent to consider and dispose of the petitioner's representation, dated 18.09.2014 within the stipulated period.

For Petitioner : M/s.K.Anbarasan

For Respondent : Mr.P.Jagadeesan

O R D E R

Heard the learned counsel, appearing on behalf of the petitioner, as well as the learned counsel, appearing on behalf of the respondent.

2. This writ petition has been filed, praying that this Court may be pleased to issue a Writ of Mandamus, directing the respondent to consider and dispose of the representation of the petitioner, dated 18.9.2014, within the time frame, as may be fixed by this Court.

3. The main claim of the petitioner is that she had given her building to the respondent Society, on lease. However, the respondent Society has not been paying the rent, from 1.9.2013 onwards, to the petitioner. Therefore, the petitioner had submitted a representation, dated 18.9.2014, to the respondent. Since there was no response from the respondent, she has preferred the present writ petition.

4. It is a well settled position in law that a writ petition would not lie against a private entity, as it is not falling under the definition of 'State', as defined under Article 12 of the Constitution of India. Though the respondent society herein, is carrying on banking business, it cannot be termed as an instrumentality of the State, within the meaning of Article 12 of the Constitution.

5. The above principle had been laid down by a Five Judge Bench of this Court, in K. Marappan vs. The Deputy Registrar of Cooperative Societies, Namakkal (2006) 4 CTC 689), following the decision of the Seven Judge Bench of the Supreme Court in Pradeep Kumar Biswas case.

6. Further, the lease agreement entered into between the petitioner and the respondent society, is a private agreement, which cannot be enforced by a direction of this Court, issued under its writ jurisdiction. Therefore, the writ petition is not maintainable. Hence, it is dismissed as not maintainable. No costs.

Sd/-
Asst.Registrar (CCC)

/true copy/

Sub Asst. Registrar

To

1.The Salem and Namakkal District
Cooperative Urban Bank Employees
Thrift and Credit Society Ltd.,
represented by its President.
No.S.S.87, 14-A KPM Plaza,
Car Street, First Agraharam, Salem.

2.The sub Assistant Registrar,
Writ Section, High Court, Madras.

+1 cc to Mr.P.Jagadeesan,advocate,sr.46728.

rv(co)
krd 15/9

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