

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 05.04.2016

Date of verdict: 12.04.2016

CORAM

THE HONOURABLE MR. JUSTICE R.SUBBIAH

Writ Petition No.9963 of 2016

B.Jothibai

... Petitioner

vs.

1.The Zonal Manager,
State Bank of India,
Zonal Office,
State Bank Road,
Coimbatore-18.

2.The Manager,
State Bank of India,
Kadathur Branch,
Dharmapuri District.

... Respondent

Writ Petition filed under Article 226 of the Constitution of India for the issuance of writ of mandamus directing the respondents to pay the entire amount available in the petitioner's saving account No.30253739233 at the State Bank of India, Kadathur Branch, Pappireddipatti Taluk, Dharmapuri District, the second respondent herein to the petitioner forthwith.

For Petitioner : Mr.C.Munusamy

For Respondents : Mr.P.D.Audikesavalu,
for R.2

ORDER

The petitioner has come up with the present writ petition for a mandamus, directing the respondents to pay the entire amount available in her saving account No.30253739233 at the State Bank of India, Kadathur Branch, Pappireddipatti Taluk, Dharmapuri District, the second respondent herein forthwith.

2. The case of the petitioner, in brief, is as follows:-

(a) The petitioner is the permanent resident of the hamlet viz., Pudhuppatti Adidravidar Colony, Rani Mookkanur Post, Pappireddipatti Taluk, Dharmapuri District. She is working as Noon Meal Organiser at Asthigiriyur Middle School and is maintaining a saving account bearing No.30253739233 at the State Bank of India, Kadathur Branch, Pappireddipatti Taluk, Dharmapuri District. The Government authorities used to transfer money / grant in her account for the purpose of utilizing the same to the students studying in the Middle School, Asthigiriyur.

(b) On 23.1.2015, when the petitioner went to the said bank for withdrawal of the amount for the purpose of purchasing groceries and vegetables for the children, the Manager of the bank scolded her. Later on, she came to understand that when she was the President of Self Help Group, some members obtained loan from the second respondent bank and they did not repay the same properly. That is the reason why the officials of the second respondent had acted inhumanly. Hence, the petitioner lodged a complaint with the Inspector of Police, Kadathur Police Station on the same day itself. But, no action was taken by the police authorities on the said complaint. Hence, she made representation to the higher authorities including the Superintendent of Police, Dharmapuri District.

(c) Thereafter, the Kadathur Police authorities have enquired into the matter and found that the officials of the second respondent bank have withheld the amount payable to her. Hence, the Inspector of Police advised the Assistant Manager of the second respondent bank to release the amount available in her savings account. But, the second respondent did not pay the amount due to her. Hence, she has made a representation to the respondents on 24.11.2015. Thereafter, the petitioner sent a grievance letter dated 24.11.2015 to the first respondent. But, the same was also not considered. Hence, left with no other alternative, the petitioner has come up with the present writ petition seeking a direction to the the respondents to pay the entire amount available in her saving account No.30253739233 at the State Bank of India, Kadathur Branch, Pappireddipatti Taluk, Dharmapuri District, the second respondent herein forthwith.

3. Learned counsel appearing for the petitioner made his submissions by reiterating the averments made in the affidavit filed in support of the writ petition. Further, he has submitted that on 18.2.2015, the petitioner lodged a complaint as against the bank officials, pursuant to which an enquiry was conducted by the Inspector of Police, Kadathur Police station. During the course of investigation, the Assistant Manager of the second respondent bank has accepted to release the amount. In this regard, the learned counsel has also invited the attention of this Court to the enquiry report dated 1.3.2015. Further, he has submitted that when the Assistant Manager of the second

respondent bank has accepted to release the amount, now, he cannot refuse to pay the entire amount.

4. Learned counsel appearing for the second respondent by filing a counter affidavit, submitted that the petitioner is having a savings bank account bearing No.30253739233 in the second respondent bank. On 10.5.2005, 17.4.2006 and 21.4.2006, the second respondent bank extended credit facilities of Rs.25,000/- each aggregating to Rs.75,000/- to the Self Help Groups of Om Sakthi Magalir Mandram, Vagathupatty and Jhansi Magalir Mandra, Pudhupatti, in which the petitioner was admittedly the President and authorised representative. As per the terms of the inter se agreement, the Self Help Group members shall be jointly and severally liable for all the debts contracted by the Self Help Groups. That apart, the petitioner as the authorised representative of the Self Help Groups, has undertaken to recover the loan amount from the members of the said groups and remit the same into the loan account. Since there had been default in the re-payment of the said credit facilities extended to the said Groups, the officials of the second respondent requested the petitioner for recovery of the amount outstanding. But, the petitioner did not take any steps for the same. Hence, in the legitimate and bona fide exercise of the banker's right of general lien, an entry to 'hold' the sum of Rs.50,000/- towards the aforesaid dues was made on 7.1.2015 in the petitioner's account. Thereafter, the petitioner lodged a complaint with the police as against the officials of the second respondent with false allegations as if they had used abusive language against her. After enquiry, the police arrived at a conclusion that the officials of the second respondent had not used any abusive language against the petitioner and hence, closed the complaint. Thereafter, the petitioner, by letter dated 7.2.2015, further assured to take necessary steps for recovering the amount outstanding under the credit facilities from the members of the Self Help Groups. Since payment was not forthcoming from the petitioner, the second respondent issued a legal notice dated 3.12.2015. In fact, the second respondent has also received complaints that the petitioner had collected the dues from the members of the Self Help Groups, but not remitted the same into loan account. There is no merits in the claim of the petitioner that the second respondent cannot recover the amount due under the credit facilities extended to the Self Help Groups by setting 'hold' of such amount due from her savings bank. Thus, he sought for the dismissal of the writ petition.

5. Keeping the submission made on either side, I have carefully gone through the entire materials available on record.

6. From the perusal of the materials, I find that the petitioner was the President and authorised representative of the Self Help Groups viz., Om Sakthi Magalir Mandram, Vagathupatty and Jhansi Magalir Mandra, Pudhupatti. It is contended by the learned counsel appearing for the second respondent that on 10.5.2005, 17.4.2006 and 21.4.2006, the second respondent bank extended credit facilities of Rs.25,000/- each aggregating to Rs.75,000/- to the members of the said Groups. Thereafter, they have not repaid the said amount. As per the terms of the inter se agreement, the Self Help Group members shall be jointly and severally liable for all the debts contracted by the Self Help Groups. Therefore, by virtue of the terms of the said inter se agreement, the petitioner is liable to pay the dues. Unless the said loan amount is repaid, the second respondent is not legally bound to release the amount lying in the credit of the petitioner. I find some force in the said submission made by the learned counsel appearing for the second respondent. In fact, the petitioner has also not denied the fact that amount is due to the second respondent bank in respect of the loan availed by the members of the above stated Self Help Groups. Therefore, as per the terms of the inter se agreement, prima facie, it appears that an entry to 'hold' a sum of Rs.50,000/- was made on 7.1.2015 in the saving bank account of the petitioner bearing No.30253739233 maintained at the second respondent bank. I do not find any infirmity in the said act of the Bank since the scheme is only in accordance with the inter se agreement entered into between the petitioner and the Bank. Hence, I do not find any merits in this writ petition and the same is liable to be dismissed.

7. Accordingly, the present writ petition is dismissed.

No costs.
sbi

s/d-
Assistant Registrar(CS-II)

True Copy

Sub-Assistant Registrar

To

1.The Zonal Manager,
State Bank of India,
Zonal Office,
State Bank Road,
Coimbatore-18.

2.The Manager,
State Bank of India,
Kadathur Branch,
Dharmapuri District.

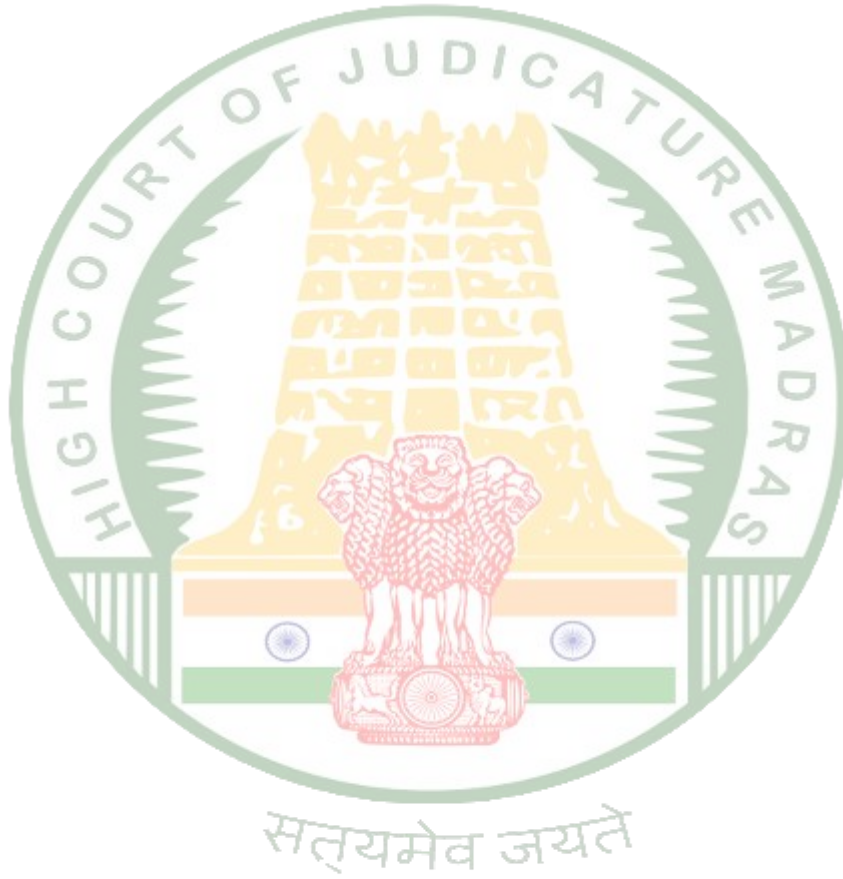
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+ 1 cc to Mr.P.D.Audikesavalu, Advocate SR 23204

+ 1 cc to Mr.C.Munusamy, Advocate SR 22941

kji(co)
prk2/5

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