BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED 12.07.2016

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THE HONOURABLE MR.JUSTICE M.VENUGOPAL

W.P(MD)No.11635 of 2016

P. Rengasamy ... Petitioner

Vs

The Branch Manager,
State Bank of India,
Manaparai & Taluk,
Trichy District. ... Respondent.

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the Respondent to close the petitioner's loan account No.30293017255 under OTS scheme letter dated 05.01.2016 and return back the Petitioner's title deeds which was mortgaged by the petitioner in the loan account on the basis of the Petitioner's representation, dated 11.06.2016.

For Petitioner : Mr.P.Rengasamy
(Party-in-person)

For Respondents : Mr.Pala Ramasamy

ORDER

Heard the Petitioner / Party-in-person.

2. According to the Petitioner, he is a small farmer, owning small extent of agricultural lands and obtained a loan of Rs.5,50,000/- from the Respondent/State Bank of India, Manaparai, Trichy District, on 12.04.2007, in account No.30293017255, for purchasing Tractor for his agricultural purpose. He had mortgaged title deeds pertaining to his property and on the basis of the security offered by him, the Respondent/Bank had sanctioned the loan for purchasing the Tractor.

3. The grievance of the Petitioner is that due to failure of monsoon, he had incurred heavy loss in agriculture and inspite of the same, he had made payments then and there. But, he received a notice, dated 05.01.2016, from the Respondent/Bank, requesting him to pay a sum of Rs.2,40,524.32, under 'One Time Settlement' Scheme and the same was received by him on 09.01.2016. In the notice dated 05.01.2016, it was mentioned that the total amount payable

by the petitioner was Rs.7,38,923/- and indeed, the amount to be paid under OTS Scheme was Rs.2,40,524.32. Apart from that, in the notice issued by the Respondent / Bank, it was clearly mentioned that a sum of Rs.4,98,398.68/- was given, as waiver.

4. Furthermore, in the aforesaid notice, he was specifically required to pay the amount mentioned under the OTS and close the account. The plea taken on behalf of the Petitioner is that he had arranged the amount by selling his movable assets, cattle and trees and went to the Respondent Bank on 18.01.2016, to pay the amount mentioned in the notice, dated 05.01.2016. However, the Manager of the Respondent's Bank had declined to receive the amount and therefore, he had taken a Demand Draft for a sum of Rs.2,40,525/-, bearing No.292439, dated 08.02.2016, drawn on State Bank of India, Manaparai Branch and sent the aforesaid Demand Draft with a Legal Notice, dated 15.02.2016, requesting the Respondent / Bank to accept the Draft towards the payment of his loan under OTS Scheme and return the title deeds, mortgaged by him.

5. The principal stand taken on behalf of the Petitioner is that the Respondent/Bank after receipt of the legal notice and also the Demand Draft drawn on State Bank of India, Manaparai Branch, on 08.02.2016, had not returned the title deeds mortgaged by him. As a matter of fact, the loan was contracted during the year 2007 towards purchase of agricultural equipments. Ultimately, the Petitioner was perforced to send a registered representation, dated 11.06.2016, to the Respondent/Bank, whereby and where-under, he had made a request for returning of title deeds by the Bank, which was mortgaged for obtaining the loan.

6. At this stage, this Court has perused the relevant typed set of papers filed together with the Writ Petition. It is quite evident that the Respondent/Bank had issued a reply dated 02.03.2016 (for the legal notice dated 15.02.2016, addressed to the Bank) whereby and where-under it was interalia mentioned that the Petitioner became a chronic and willful defaulter of the loan amount and further he was not entitled to, to settle the amount under OTS Scheme. Apart from that, the Petitioner was advised through his Learned Advocate to pay a sum of Rs.6,99,307/-, as on 02.06.2016, with subsequent interest, within seven days from the date of receipt of the notice etc.

7.In view of the categorical reply sent on behalf of Respondent/Bank though the Learned Advocate, dated 14.06.2016, addressed to the Learned Advocate (for the notice issued by the Petitioner) this Court is of the considered view that it is for the Petitioner to work out his remedy before the competent forum in the manner known to Law and in accordance with Law. Viewed in that perspective, this Court closes the Writ Petition.

8.In fine, the Writ Petition is closed, granting liberty to the Petitioner to work out his remedy before the competent forum in the manner known to Law and in accordance with Law. If the Petitioner approaches the competent forum in the manner known to Law and in accordance with Law, then, he is permitted to raise all factual and legal pleas concerning the loan account, in the subject matter in issue. No costs.

Sd/-
Assistant Registrar(As)

/True copy/

Sub Assistant Registrar

To
The Branch Manager,
State Bank of India,
Manaparai & Taluk,
Trichy District.

+1cc to MR.K.Balasundharam, Advocate SR.No.36034

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W.P(MD)No.11635 of 2016
12.07.2016