



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 12.09.2016

CORAM

THE HON'BLE Dr.JUSTICE S.VIMALA

W.P(MD) No.17205 of 2016

Boiler Plant Employee's Union (INTUC)
rep.by its General Secretary,
R.Kalyanakumar

...Petitioner

-vs-

The Managing Director,
BHEL Employees Cooperative Bank,
Kailasapuram
Tiruchirapalli - 620 014.

...Respondent

Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus directing the respondent bank to pay the full maturity value of the F.D.No.501070746 dated 27.06.2014 for Rs.22,00,000/- deducting the loan dues and getting indemnity bond or other documents from the petitioner Union as per law within a time limit to be fixed by this court.

For Petitioner : Mr.S.R.Rajagopal
for Mr.R.M.Makesh Kumaravel
For Respondent : Mr.K.Prabhakaran

O R D E R

This writ petition has been filed for issuance of a Writ of Mandamus, directing the respondent bank to pay the full maturity value of F.D.No.501070746 dated 27.06.2014 for Rs.22,00,000/- after deducting the loan dues and getting indemnity bond or other documents from the petitioner Union as per law.

2.Heard Mr.S.R.Rajagopal, learned counsel for the petitioner and Mr.K.Prabhakaran learned counsel who takes notice for the respondent. By consent, the writ petition itself is taken up for final disposal at the admission stage.

3.The petitioner Union is affiliated to INTUC. The petitioner Union filed a suit in O.S.No.1149 of 2015 before the Sub Court, Trichirapalli, seeking an order of injunction restraining BHEL National Staff Union from interfering with the functioning of the petitioner Union. I.A.No.901 of 2015 was filed restraining the petitioner Union from using the INTUC logo and I.A.No.902 of 2015 was filed restraining the said Union from interfering with the day day-to-day administration and management of the petitioner Union, including all bank dealings. The Court granted interim injunction and subsequently closed all the



proceedings in I.A.Nos.901 and 902 of 2015, based on the joint memo filed by both Unions. In the joint memo, the BHEL National Staff Union, gave an undertaking that it will not use the INTUC logo and it will not interfere with the administration and management of the petitioner Union. The joint memo filed by both parties reads as under:

"Joint memo filed by both sides:

Respondent undertaken not to use the word "Affiliated to INTUC" along with BHEL National Staff Union till the issue to be decided in the suit the petitioner has no objection and will not interfere with the day to day activities of the BHEL National Staff Union in any manner functionary or transacting that trade union activities as long as the respondent describe their union as BHEL National Staff Union 304."

5. In view of the joint memo of compromise filed in the suit proceedings, the petitioner now claims that the right of the Union to take the amount under the FD cannot be disputed by the respondent and therefore, it is for the respondent to return the amount.

6. The learned counsel appearing for the respondent would submit that because of the earlier criminal complaint registered against two persons in Crime No.71 of 2015 for the alleged possession of FD receipt, the respondent/bank sought an order from the Court.

7. The entitlement of the petitioner Union to get back the amount is not in dispute. In respect of possession of original FD, already a criminal proceeding has been initiated and that has nothing to do with the right of the petitioner to withdraw the amount from the respondent.

8. Therefore, the Writ petition is ordered and the petitioner is permitted to withdraw the amount. No costs. Connected WMP(MD)No.12487 of 2016 is closed.

Sd/-

Assistant Registrar

/True Copy/

Sub Assistant Registrar(CS)

To
The Managing Director, BHEL Employees Cooperative Bank,
Kailasapuram, Tiruchirapalli - 620 014.

+1cc to M/s.R.M.Makeshkumaravel, Advocate in SR.51674

+1cc to M/s.K.Prabhakar, Advocate in SR.52030

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