BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 15.02.2016

CORAM

THE HONOURABLE MR.JUSTICE B.RAJENDRAN

W.P(MD).No.3175 of 2016
and
WMP(MD).No.2777 of 2016

N.Palaniappan .. Petitioner

Versus

The Chief Manager
REPCO Home Finance Ltd,
No.24, Ram Arcade
B-14, 2nd Floor 11th Cross
Thillainagar, Trichy-18. .. Respondent

Writ Petition filed under Article 226 of the Constitution of India for the issuance of a WRIT OF CERTIORARIFIED MANDAMUS to call for the records pertaining to the impugned order passed by the respondent dated 14.01.2016 and quash the same as illegal and consequently direct the respondent to restructure the three loan accounts i.e.1181860002816, 1181860002982 and 1181860003102 upon considering the petitioners representation dated 04.02.2016.

For petitioner : Mr.N.Shankar Ganesh

ORDER

The petitioner is a borrower, who has borrowed loan from the respondent bank. Now, he wants to re-structure the loan availed by him.

2. The prayer sought for in this Writ Petition as such is not maintainable as it is purely a contractual dispute between the petitioner and the respondent bank. In fact, the order impugned in this Writ Petition is not an order of rejection passed by the respondent as alleged by the petitioner. For better appreciation of the facts, the impugned order dated 14.01.2016, is usefully extracted below:-

> "With reference to your letter dated 11.01.2016, re-phasement from 120 months to 180 months can only be done from loan date of commencement and not from present date. As far

as reduction of rate of interest (ROI) is concerned ROI has been reduced for loan A/c. 1181860002982 and 1181860003102 on 01.10.2015 as per your request and applicable rate and risk scoring. Hence, you are requested to clear your dues in full at the earliest to enable us to re-phase your loan”.

3. Therefore, from a reading of the order, which is impugned in this writ petition it is clear that the bank has expressed their readiness to re-phase the period of instalment of the loan account from 120 months to 180 months and also given reduction of rate of interest with respect to two loan accounts. In any event, since the relief sought for in this writ petition pertains to a loan transaction between the petitioner and the respondent bank, which is purely contractual in nature, the writ petition under Article 226 of The Constitution of India is not maintainable. The request of the petitioner has to be considered by the respondent bank by taking a policy decision and this Court cannot issue any direction to the respondent to take such a decision in favour of the petitioner Moreover, when there is a disputed question of fact, the Writ Petition is not maintainable. In any view of the matter, as stated supra, the order which is impugned in this writ petition is not a rejection order passed by the respondent bank warranting interference by this Court.

4. In view of the above, this Writ Petition is dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

Sd/-
Assistant Registrar (P&A)

/True Copy/

Sub Assistant Registrar

ssm/rsh

To
The Chief Manager,EPCO Home Finance Ltd,
No.24, Ram Arcade,B-14, 2nd Floor 11th Cross,
Thillainagar,Trichy-18.

+1CC to Mr.N.Shankar Ganesh, Advocate Sr.No.8812

GJM/GSV/PM/26.9.16-2p-3c

W.P(MD). No. 3175 of 2016

15.02.2016