

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.12.2017

CORAM

THE HONOURABLE MR. JUSTICE R.SURESH KUMAR

W.P.No.34959 of 2002

A.Aniush Agnes (Minor)
rep. By mother and guardian
Tmt.C.Pushpa Xavier

...Petitioner

-VS-

1. The Union of India
rep. By its Secretary,
Finance Department,
New Delhi.

2.The Unit Trust of India
Chennai Main Branch,
29, Rajaji Salai,
Chennai 600 001.

...Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorarified Mandamus calling for the records of the second respondent made in (unsigned) proceedings UT (Chennai) 3815/RUS92/2001-2002, dated 08.03.2002 and quash the same and direct the second respondent herein to continue the contractual Rajalakshmi Unit Scheme 1992-1993 in favour of the petitioner till its maturity.

For Petitioner : No Appearance

For R1 : Mr.J. Madana Gopal Rao, SCGSC

O R D E R

The prayer in this writ petition is for a Certiorarified Mandamus calling for the records of the second respondent made in its proceedings UT (Chennai) 3815/RUS92/2001-2002, dated 08.03.2002 and quash the same and direct the second respondent herein to continue the contractual Rajalakshmi Unit Scheme 1992-1993 in favour of the petitioner till its maturity.

2. When this writ petition was called today for hearing, none is appearing for the petitioner. Mr.J.Madana

Gopal Rao, Senior Central Government Standing counsel is appearing for the first respondent. The second respondent is also not represented by any counsel.

3. Since the writ petition is of the year 2002 and has been pending before this Court for more than 15 years, this court is inclined to dispose of the writ petition on merits, on the basis of available records filed before this Court.

4. The challenge made in this writ petition is against the communication issued by the second respondent dated 08.03.2002 by which, the second respondent had intimated the petitioner that the investment of Rs.10,000/- made by the petitioner in a scheme called Rajalakshmi Unit Scheme, 1992, has been terminated, with effect from October 2000.

5. Therefore, the impugned communication proceeded to state that, in view of the final termination of the scheme, the final amount since had become as Rs.28,661.50, the petitioner had been directed to give her consent either for conversion into any other scheme of the second respondent or to return back the final termination amount.

6. However, the petitioner without giving consent for conversion to any other scheme or to get back the matured money on termination of the scheme, has approached this court, by filing this writ petition challenging the very communication dated 08.03.2002 itself.

7. I have heard Mr.J.Madana Gopal Rao, learned counsel appearing for the first respondent, who would state that, the second respondent has terminated the very scheme itself as early as in October 2000, and whatever benefits accrued as on September 2000 alone had been given to the beneficiaries. Moreover, choice was also given to the petitioner seeking consent to re-invest the same to any other scheme of the second respondent and the petitioner admittedly has not responded, instead she has challenged the same before this Court in this writ petition. In this regard, the learned counsel for the first respondent would submit that the petitioner cannot have any right to challenge the proceedings before this Court by way of a writ petition invoking the extra ordinary jurisdiction of this Court under Article 226 of the Constitution of India, as the issue raised by the petitioner is arising out of a contractual liability/obligation between the parties i.e., the petitioner and the second respondent and therefore, in order to enforce any contractual obligations, if any, writ jurisdiction cannot be invoked.

8. I have considered the said submission made by the learned counsel for the first respondent and perused the materials placed before this Court.

9. As has been rightly pointed out by the learned Standing counsel appearing for the first respondent, the issue raised by the petitioner is admittedly the contractual obligation between the parties i.e., the petitioner and the second respondent. Therefore, the petitioner cannot invoke the writ jurisdiction of this Court to enforce the said contract. Moreover, since the scheme itself has been terminated by a decision taken by the second respondent, it cannot be construed that such termination has been made only in respect of the petitioner. Moreover, on a perusal of the impugned order, which states that, the compelling reasons for termination of the scheme had already been explained to those investors, in the letter of the second respondent dated 20.08.2000.

10. Whatever be the reason for the second respondent which compelled it to cancel the scheme, the petitioner cannot, in an isolated case, challenge the consequent communication/letter of the second respondent, seeking consent from the petitioner for either conversion of the said scheme amount to any other scheme of the second respondent or to return back the final termination amount to the petitioner.

11. In view of the above said facts and circumstances, this Court is of the considered view that, the impugned order cannot be quashed in the writ jurisdiction, as it is not an isolated decision of the first respondent. Hence, the question of violation of Article 14 or Article 21 of the Constitution of India, as alleged by the petitioner, in this writ petition, does not arise at all.

12. In view of the above, this writ petition is liable to be rejected. Accordingly, the same is dismissed. No costs.

Sd/-

Assistant Registrar(CCC)

//True Copy//

Sub Assistant Registrar

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To

+1cc to Mr.J.Madana Gopal Rao, Advocate, S.R.No.86451(Issue copy on payment of necessary Court Fee for CA)

W.P.No.34959 of 2002

RRK(02/01/2018)