

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED :27.09.2018
CORAM
THE HON'BLE MR.JUSTICE S.M.SUBRAMANIAM
W.P.No.2040 of 2013
and MP.No.1 of 2013

G.Ramalingam .. Petitioner

vs

The Brach Manager,
Indian Bank,
Chinthamani Branch,
Villupuram District. .. Respondent

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, forbearing the respondent from proceeding further pursuant to the notice dated 15.11.2012.

For Petitioner : Mr.N.Suresh
For Respondent : Mr.R.Ravi

O R D E R

The relief sought for in this writ petition is to forbear the respondents from proceeding further pursuant to the notice dated 15.11.2012. The affidavit filed in support of the writ petition states that the petitioner is a Agriculturist and he approached the respondent Bank for financial assistance for the purpose of purchasing the Tractor for agricultural purpose. The respondent Bank sanctioned a sum of Rs.7,00,000/- and an Agreement was entered into by the petitioner with the respondent. However, it is stated that a copy of the Agreement had not been furnished to the writ petitioner.

2. The grievance of the writ petitioner is that the impugned order now issued by the respondent is contrary to law. The writ petitioner was unable to pay the monetary dues, on account of severe drought and on account of electricity power cuts in that locality.

3. The learned counsel appearing for the respondent opposed the contention by stating that the writ petitioner is a chronic defaulter and he has not repaid the loan dues as per the terms and conditions of the Agreement. The writ petitioner was provided with an opportunity to settle the loan dues and however, he has not availed the opportunity provided by the respondent Bank. Thus, the respondents was constrained to move the final notice directing the writ petitioner to settle the loan dues, failing which further actions will be initiated to seize the tractor for the purpose of realizing the loan dues.

4. This Court is of an opinion that the present writ petition is filed pursuant to the notice issued by the respondent/Bank to the writ petitioner to settle the loan dues. Instead of submitting his explanation / objections before the respondent to seek further time for settlement, the writ petitioner has chosen to file the present writ petition.

5. This apart, the notice was issued in the year 2012 and now after a lapse of about 6 years, the relief as such sought for cannot be granted. Further the loan dues are yet to be paid by the writ petitioner. It is left open to the respondent to pursue the matter in accordance with law. If the writ petitioner is willing to settle the loan amount, he is at liberty to approach the respondent Bank for settlement of the dues. However, this Court cannot entertain the writ petition which is filed based on the notice and therefore, the present writ petition deserves no merit consideration.

6. Accordingly, the writ petition stands dismissed. However, there shall be no order as to costs. Consequently connected miscellaneous petition is closed.

27.09.2018

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Index:Yes/No

Internet:Yes/No

Speaking/Non Speaking order

S.M.SUBRAMANIAM J.

sk

To

The Branch Manager,
Indian Bank,
Chinthamani Branch,
Villupuram District.

W.P.No.2040 of 2013

27.09.2018