

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 11.07.2018

Coram:

The Honourable Mr.Justice S.M. SUBRAMANIAM

W.P.No.35676 of 2015

and

M.P.No.1 of 2015

K.Dilliraj

...Petitioner

Versus

1.The Chairman & Managing Director,
UCO Bank Head Office,
No.10, BTM Saram Barbourne Road,
7th Floor, Calcutta - 700 001.

2.The Chief Manager,
Personal Services Department,
Terminal Benefit Cell,
No.3-4-D, D Block, Sector 1, Salt Lake,
Calcutta - 700 064.

3.The Senior Manager,
UCO Bank, Thevaraja Mudali Street,
Sowcarpet branch,
Chennai - 600 003.

...Respondents

Writ Petition filed under Article 226 of the Constitution of India, praying for issuance of Writ of Mandamus directing the respondents to disburse the petitioner's retirement benefits and the monthly pension.

For Petitioner : Mr.M.Kamalakannan
For Respondents : Mr.V.Suthakar

ORDER

The relief sought for in this Writ Petition is for a direction to the respondents to disburse the petitioner's retirement benefits and monthly pension.

2. The learned counsel appearing on behalf of the petitioner made a submission that the petitioner joined service on 18.08.1983 and he was serving as an Assistant in the respondent-Bank and retired from service on 30.06.2015 on attaining the age of superannuation. It is an admitted fact that the writ petitioner borrowed a Housing Loan from the

respondent-Bank. The learned counsel for the petitioner submitted that on account of the ill-health of the writ petitioner, he was unable to repay the loan amount. However, the fact remains that he is a defaulter and has not paid the dues towards the Housing Loan. Since the property was purchased from and out of the Housing Loan, now action has been initiated by the Bank under the SARFAESI Act to release the loan dues. Even as per the loan conditions, unless the loan dues are settled, the terminal and settlement benefits due to the writ petitioner will be withheld. The learned counsel for the writ petitioner states that terminal benefits cannot be withheld on account of the fact that there are certain other procedures to recover the loan amount.

3.The writ petitioner was an employee of the Bank and borrowed the Housing loan. Thus, the writ petitioner was very well aware of the terms and conditions of the loan and therefore, the non-payment is to be treated as wanton and the writ petitioner is not entitled for any such relief as such sought for in this writ petition. If at all, the writ petitioner was unable to repay the loan dues, it is for him to take appropriate steps to clear the same by making alternate arrangements. However, the writ petitioner has not shown any interest to settle the loan amount and interested only to get back the terminal benefits.

4.The petitioner is in possession of the property, which is mortgaged with the respondent towards security. Thus, the writ petitioner cannot take a dual stand that he will not repay the loan dues and the respondents must be directed to settle the terminal benefits. The SARFAESI proceedings are pending against the writ petitioner in respect of the possession of the property in his enjoyment and it is for the writ petitioner to take all necessary steps to repay the entire loan dues and thereafter, claim the terminal benefits as applicable under the rules.

5.In this view of the matter, the writ petitioner has not established any acceptable ground for the purpose of considering the relief as such sought for in this writ petition. Accordingly, the writ petition stands dismissed. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar (CS-VII)

//True Copy//

Sub Assistant Registrar

To

1.The Chairman & Managing Director,
UCO Bank Head Office,
No.10, BTM Saram Barbourne Road,
7th Floor, Calcutta - 700 001.

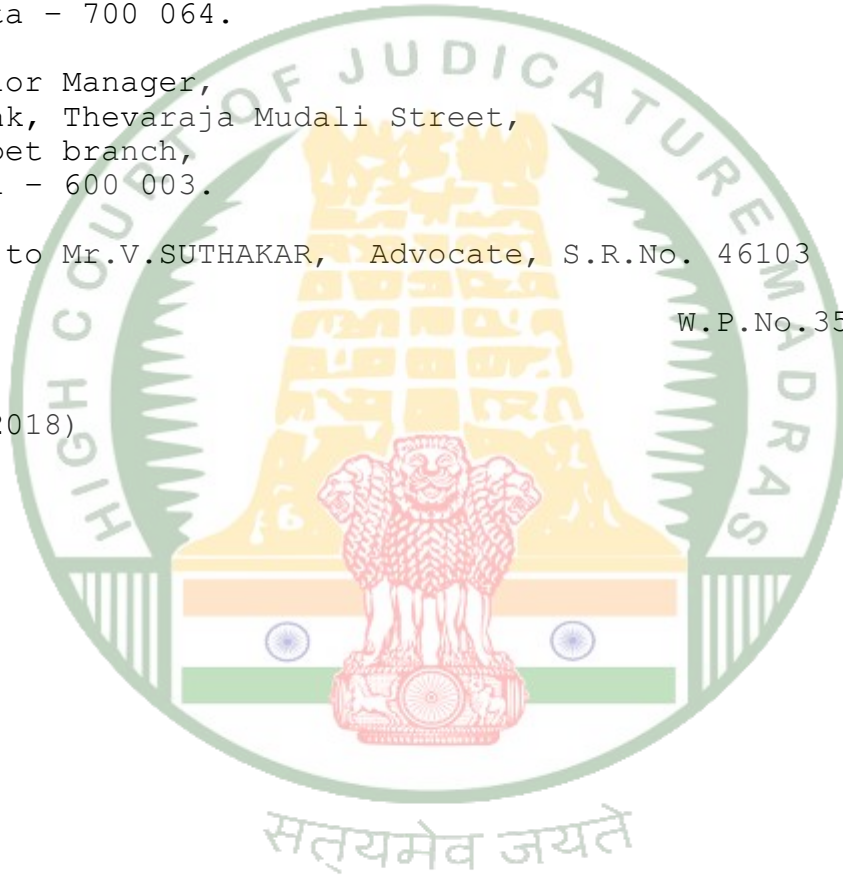
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+1cc to Mr.V.SUTHAKAR, Advocate, S.R.No. 46103

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TR(30/08/2018)



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