



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Thursday, the Fifth day of July Two Thousand and Eighteen

CORAM :

The Hon'ble Mr.Justice M.S.RAMESH

WP(MD) No.15702 of 2017

M.MARUTHAMAUTHU

... PETITIONER

Vs

THE STATE BANK OF INDIA,
MANPARAI BRANCH,
REP BY ITS BRANCH MANAGER.

... RESPONDENT

PRAYER : Writ Petition is filed under Article 226 of the Constitution of India, praying this Court to issue a writ of mandamus directing the respondent to release a sum of Rs.4,29,000/- with cumulative interest of 13.5% to the petitioner which was hold for the recovery of educational loan (Edu.Loan A/c No.30513267506) from the petitioners monthly pension / retirement benefits from the petitioners S.B.A/c.No. 20154678470 within stipulated time framed by this Hon'ble court.

ORDER : This Petition coming on for hearing on this day, upon perusing the affidavit and material papers filed, and upon hearing the arguments of Mr.RM.ARUN SWAMINATHAN, Advocate for the petitioner and of Mr.PALA.RAMASAMY, Advocate for the Respondent, this court made the following order:-

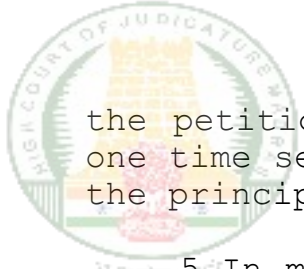
Today when the matter was listed under the caption "for reporting compliance".

2.The main prayer in the writ petition is for a direction to the respondent to release a sum of Rs.4,29,000/- together with interest to the petitioner, which was hold for recovery of the Educational loan from the petitioner's monthly pension/retirement benefit.

3.While disposing of the writ petition, this Court passed an order, dated 21.11.2017 to facilitate both the parties and to resolve the dispute mutually and arrive at one time settlement. Pursuant to the order of this Court, the petitioner has paid a sum of Rs.1,17,000/- as one time settlement by proceedings, dated 11.12.2017 and the balance dues payable by the petitioner is Rs.4,23,789/-.

<https://hcservices.ecourts.gov.in/hcservices/>

4.Today, when the matter was called, the learned counsel for



the petitioner submits that the petitioner has not agreed with the one time settlement, since he has paid a considerable amount, out of the principal.

5. In my considered view, if the petitioner is aggrieved against the one time settlement, which was mutually agreed between the petitioner and Bank, it would appropriate for him to challenge the same in accordance with law. Since the one time settlement having arrived mutually between the parties, I do not find any reason as to why the prayer sought in the present writ petition should be considered.

6. In the light of the above observation, the Writ Petition stands dismissed with liberty to the petitioner to challenge the proceeding of the respondent herein, dated 11.12.2017, if at all the petitioner has been aggrieved.

Sd/-

Assistant Registrar (AS)

/True Copy/

Sub Assistant Registrar

+ 1 CC TO Mr.RM.ARUN SWAMINATHAN, ADVOCATE IN SR No. 71661

DATED : 05.07.2018

ORDER

WP(MD) No.15702 of 2017

TE/SKN-RSK/SAR-4 : 18/07/2018 : 2P/2C