



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 26.02.2019

CORAM:

THE HONOURABLE MR. JUSTICE G.R. SWAMINATHAN

W.P. (MD) Nos. 3096, 3097, 3098, 3099 and 3100 of 2019

and

W.M.P. (MD) Nos. 2297, 2298, 2299, 2300, 2301

2302, 2303, 2304, 2305 and 2306 of 2019

WEB COPY

1. M/s. Delta Traders,
By Proprietor Uma Devi,
No. 41, K.V. Naidu Nagar,
III Srinivasan Nagar Extension,
Thanjavur-613 006. ... Petitioner in W.P(MD).No.3096 of 2019
 2. M/s. Thaiyalnayaki,
Proprietor Senthil Kumar,
No. 41, K.V. Naidu Nagar,
III Srinivasan Nagar Extension,
Thanjavur-613 006. ... Petitioner in W.P(MD).No.3097 of 2019
 3. S. Lakshmi ... Petitioner in W.P(MD).No.3098 of 2019
 4. V.K. Subaiyan ... Petitioner in W.P(MD).No.3099 of 2019
 5. S. Senthilkumar ... Petitioner in W.P(MD).No.3100 of 2019
- Vs

The Branch Manager,
Main Branch,
State Bank of India,
Raja Mirasudhar Hospital Road,
Thanjavur. ... Respondents in all W.Ps.

COMMON PRAYER: Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus to call for the records of the respondent pertaining to auction notice dated 04.02.2019 and to quash the same and consequently direct the respondent to permit the petitioner to sell the pulses and oil seeds stored by him in the warehouse and to pay the amount due to the Bank with three months.

For Petitioners

: Mr. A. Senthil Kumar
for M/s. P. Sesubalan Raja

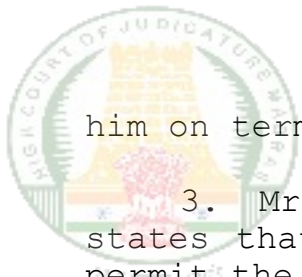
For respondents

: Mr. S. Sethuraman
(In all W.Ps.)

COMMON ORDER

Heard the learned counsel for the petitioner.

2. The learned counsel for the petitioners had availed finance facilities from the respondent bank to the tune of Rs. 2 Crores. Since the petitioners could not service the loan account, the bank brought the hypothecated goods to public auction. This Court granted interim relief in favour of the writ petitioners by putting



him on terms.

3. Mr.S.Sethuraman, learned counsel appearing for the Bank states that auction was already conducted and wanted this Court to permit the delivery of the goods in question. If auction was already conducted, it is open to the bank to proceed to its logical conclusion.

4.The petitioners were directed to pay 10% of the outstanding amount together with the auction expenses. The petitioner admittedly did not honour the condition imposed by this Court. Therefore, the interim orders earlier granted stands vacated.

5.These are commercial issues and the scope of the jurisdiction of this Court is rather limited. The petitioners had not honoured the obligations under the agreement. Therefore, the bank is always at liberty to take action as per the agreement. It would not be proper for this Court to interfere in such matters. It is of course open to the writ petitioners to move the bank for relief and the bank is at liberty to consider the case of the petitioners. This Court refrains from issuing any positive direction in view of the conduct of the writ petitioners for not honouring the condition imposed by this Court at the time of granting interim stay. These writ petitions are dismissed. No costs. Consequently, connected Miscellaneous petitions are also dismissed.

Sd/-

Assistant Registrar (CS III)

// True Copy //

Sub Assistant Registrar(CS)

+1cc to Mr.S.SETHURAMAN, Advocate, SR.No. 49904

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3099 and 3100 of 2019
26.02.2019

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