



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 27.06.2019

CORAM:

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**THE HONOURABLE MR.JUSTICE K.RAVICHANDRABAABU
AND
THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

**W.P(MD)NO.7418 OF 2019
and
W.M.P(MD)No.5939 of 2019**

M/s.Hotel Subam Residency,
represented by its Managing Partner,
Mr.Rabeej, J.
3-1-54B, Cumbum Road,
Theni District - 625 531

:Petitioner

.vs.

1.The Authorized Officer,
Syndicate Bank,
Regional Office,
Claret Plaza, Melakkal Main Road,
Kochadai,
Madurai - 625 016.

2.The Senior Branch Manager,
Syndicate Bank,
Theni Branch,
No.1366, Periyakulam Road,
Theni - 625 531.

: Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus calling for the records relating to the impugned order of the second respondent in Ref.No.24/HS/OTSR/THENI/2019, dated 26.2.2019, quash the same and consequently to direct the respondents herein to extend the benefit of One Time Settlement to the Petitioner.

For Petitioner

:Mr.C.Christopher
for M/s.G.Thalaimutharasu

For Respondents

:Mr.Pala Ramasamy



O R D E R

[Order of the Court was made by **K.RAVICHANDRABAABU.,J.**]

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This Writ Petition is filed challenging the communication of the second respondent, dated 26.2.2019 informing the Petitioner that their request for One Time Settlement has not been considered and consequently, they have to pay the entire outstanding amount with interest.

2.When the matter was taken up for hearing on 13.6.2019, it was informed by the learned counsel for the Petitioner that by communication, dated 6.6.2019 the respondents/Bank, in principle, agreed for One Time Settlement and therefore, the respondents/Bank may be directed to consider the request of the Petitioner.

3.The learned counsel for the respondents/Bank sought time to get instructions, on that aspect. Accordingly, the matter is listed today, for further hearing.

4.The learned counsel for the Petitioner submitted that on 13.6.2019, the respondents/Bank has issued an One Time Settlement Sanction Letter and accordingly, the Petitioner has also paid a sum of Rs.1,05,00,000/- (Rupees one crore and five lakhs only) to the respondents/Bank as One Time Settlement. The said statement made by the learned counsel for the Petitioner is not disputed by the respondents/Bank. The learned counsel for the Petitioner produced a copy of the One Time Settlement Sanction Letter, dated 13.6.2019 as well as the Challans, dated 19.6.2018 and 21.6.2018, indicating the above said settlement.

5.In view of the fact that the Petitioner has also paid the loan as stated supra by way of One Time Settlement, nothing survives in this matter to adjudicate further.

6.Hence, by recording the above subsequent development, this Writ Petition stands closed, with liberty to the Petitioner to approach the respondents/Bank for release of documents and with a direction to the respondents/Bank to release the documents to the Petitioner, if there is no other legal impediment, within a period of two weeks from the date of receipt of a copy of this order. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar (crl side)

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To

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+1CC TO M/S.C.CHIRSTOPHER, ADVOCATE, SR.NO.71860
+1CC TO M/S.PALARAMASAMY, ADVOCATE, SR.NO.72275

ORDER MADE IN
W.P (MD) NO.7418 OF 2019
and
W.M.P (MD) No.5939 of 2019

27.06.2019

BUC (08.07.2019) 3P 5C