**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**
**DATED: 09.12.2020**
**CORAM**
**THE HONOURABLE MR. JUSTICE ABDUL QUDDHOSE**
**W.P(MD).No.712 of 2020**
**W.M.P.(MD).No.525 of 2020**

M.Karuppasamy .. Petitioner

*Vs.*

1.The Governor,
Reserve Bank of India, Mumbai.

2.The Zonal Manager,
HDFC Bank,
North Veli Street,
Madurai.

3.The Branch Manager,
HDFC Bank,
Rajapalayam Branch,
Tenkasi Road,
Rajapalayam,
Virudhunagar District. .. Respondents

**PRAYER:** Writ Petition is filed under Article 226 of Constitution of India for issuance of Writ of Mandamus, directing the 1st respondent herein to consider the petitioner's representation dated 26.12.2019, consequently, direct the 2nd respondent to give proper direction to the 3rd respondent to accept the monthly instalment by regularizing the JCB Loan Account No.83364097 of the petitioner bearing Registration No.TN 95 B 6361 within a stipulated time as that may be fixed by this Court.

For Petitioner : Mr.S.M.Anantha Murugan
For Respondent : Mrs.A.Banumathy for R2 and R3

**ORDER**

(This Matter was heard through the Video Conference)

This writ petition has been filed for a Mandamus seeking for a direction to the first respondent to consider the petitioner's representation dated 26.12.2019, seeking for return of the seized vehicle, which was repossessed by the third respondent on 06.12.2019.

2.Heard Mr.S.M.Anantha Murugan, learned Counsel for the petitioner and Mrs.A.Banumathy, learned counsel for the respondents 2 and 3.

3.It is the case of the petitioner that he had entered into a loan contract with the third respondent bank and he committed default. However, it is his case that the second and third respondents have illegally seized the petitioner's vehicle on 06.12.2019, which is the subject matter of the hypothecation under the loan contract. He has given a representation on 26.12.2019 to the second and third respondents requesting the third respondent to return the seized vehicle. Since the representation has not been considered, the petitioner has filed this writ petition.

4.Admittedly, the present writ petition has been filed arising out of a dispute under a loan contract entered into between the petitioner and the third respondent bank. The petitioner has also admitted in the affidavit filed in support of the writ petition that he has committed default in the repayment of the loan to the third respondent bank. However, it is his case that arbitrarily and illegally the second and third respondents have seized the vehicle, which is the subject matter of the loan contract from him on 06.12.2019. When there is a contract entered into between the petitioner and the third respondent bank in respect of the loan availed by the petitioner from third respondent bank, the present writ petition is not maintainable. The terms and conditions for the repayment of the loan as well as the obligations of the third respondent bank are contained in the loan contract itself. While that be so, the only remedy available to the petitioner in case of any violation of the terms and conditions of the loan contract by the second and third respondents is to file a suit or initiate arbitration, as provided for under the terms and conditions of the loan contract. In stead of adopting the said settled procedure, the petitioner has approached this Court under Article 226 of the Constitution of India by filing this writ petition in a case involving disputed questions of fact. The present dispute raised by the petitioner is purely a contractual dispute and the grievance if any of the petitioner cannot be redressed by this Court under Article 226 of Constitution of India. Therefore, this Court is of the considered view that there is no merit in this writ petition.

5.Accordingly, this writ petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar (CO)

// True Copy //

/ /2020

Sub Assistant Registrar(CS)

TM

*Note: In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.*

To
1.The Governor,
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2.The Zonal Manager,
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3.The Branch Manager,
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Tenkasi Road,
Rajapalayam,
Virudhunagar District.

+1 CC to Mr.S.M.ANANTHA MURUGAN, Advocate ( SR-25051[F] dated 11/12/2020 )

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**09.12.2020**

NS(CO)
KM (11.12.2020) 3P 5C