



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 28.01.2020

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THE HONOURABLE MR.JUSTICE **S.S.SUNDAR**

W.P. (MD) No.17907 of 2015

K.Isaac

... Petitioner

vs.

The Assistant General Manager,
Small Medium Enterprises Branch,
State Bank of India,
11, Velayutham Road, Sivakasi,
Virudhunagar District.

... Respondent

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus, to direct the respondent herein to consider the petitioner's representation, dated 22.09.2015, which was submitted for giving six months time to the petitioner herein from October 2015 onwards to repay and complete / foreclose the petitioner's Housing Term Loan Account No.30038086017 availed from the respondent bank within a time stipulated period as to be fixed by this Court.

For Petitioner : Mr.S.Balamurugan

For Respondents : Mr.S.Sethu Raman

O R D E R

This Writ Petition is filed to direct the respondent herein to consider the petitioner's representation, dated 22.09.2015, which was submitted for giving six months time to the petitioner herein from October 2015 onwards to repay and complete / foreclose the petitioner's Housing Term Loan Account No.30038086017 availed from the respondent bank within a time stipulated period as to be fixed by this Court.

2.The petitioner states that he is an Ex-Service Man. It is stated by petitioner that he has constructed a house for the orphan children and that he availed a housing loan for a sum of Rs.7,29,900/- from the respondent in the year 2006 and constructed a house. Though the petitioner states that he had repaid a sum of Rs.4,95,000/- out of the money borrowed, it is admitted by the



petitioner that he could not continue prompt payment, due to successive accidents. It was due to some financial constraints, the petitioner could not repay the amount in time. Since the respondent bank has initiated proceedings to bring the property for public auction, it is stated by the petitioner that he seeks reasonable time to repay the entire loan amount.

3. In a matter like this, this Court has no jurisdiction to entertain a Writ Petition. First of all, in a commercial transaction between the petitioner and the Bank, the Court cannot entertain a Writ Petition by treating the respondent, as a State come within the meaning under Article 12 of Constitution of India. No arbitrariness or illegality is pointed out by the petitioner or any violation of fundamental rights is referred to in the affidavit to invite the Courts intervention to exercise the extraordinary jurisdiction of this Court under Article 226 of Constitution of India. The commercial Banks are expected to act in a prudent manner.

4. This Court cannot issue any direction to the respondent bank, as no statutory obligation is specifically alleged by the petitioner. This Writ Petition was filed in 2015 seeking six months time to pay the outstanding dues. In such circumstances, giving liberty to the petitioner to approach the respondent Bank, this Writ Petition is closed. No costs.

Sd/-

Assistant Registrar (AD-II)

// True Copy //

/ /2020

Sub Assistant Registrar (CS)

+1 CC to M/s.S.SETHURAMAN, Advocate (SR-3455[F] dated 28/01/2020)

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cmr

SDS (14.02.2020) 2P-2C