



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.11.2021

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.14359 OF 2011

AND

M.P.NOS.2 AND 3 OF 2011

K.Palanisamy

...Petitioner

Vs

1. State Bank of India,
Rep. by its Branch Manager,
Sivanmalai,
Thiruppur District.
2. M/s.Ge-Winn Management & Co,
No.124/4, New Chittrambalaym Layout,
P.M.Palayam,
Coimbatore - 37,
Rep. by its Manager.

... Respondents

PRAYER :

Writ Petition filed Under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records of the 1 st respondent culminating in his tender and auction notice published in Tamil daily namely Dinathanthi Erode Edition dated 08.06.2011 relating to sale of the Tractor New Holland 3600-TN-33-AU-1686 (Tractor 2006), quash the same and to direct the respondents to grant reasonable opportunity to the petitioner before resorting to auction proceedings in respect of the above vehicle.

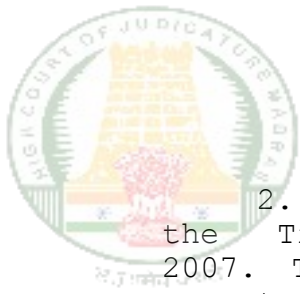
For Petitioner :Mr.V.Venkatesan

For Respondents :Mr.K.Sankaran [For R1]

No appearance [For R2]

O R D E R

The relief sought for in the present writ petition is to quash the tender and auction notice published in the newspaper on 08.06.2011.



2. Admittedly, the petitioner borrowed loan for purchase of the Tractor to be used for agricultural purposes in October 2007. The petitioner committed default in repayment of loan amount and the respondent-State Bank of India initiated action for recovery of the loan dues. The properties mortgaged are brought for auction sale and the writ petition is filed, questioning the said action.

3. The learned counsel appearing on behalf of the respondent/ State Bank of India made a submission that at the time of admission, an interim order was passed by this Court on 26.08.2011. As per the interim order, the petitioner was directed to pay the amount as first installment within a period of eight weeks and the second installment within a period of further eight weeks. Further, the interim order granted by this Court has not been complied with in the writ petition and therefore, the petitioner is not entitled for any other relief as such sought for in the present writ petition.

4. The learned counsel for the respondents made a submission that total amount of installments to be paid by the petitioner is sum of Rs.11,00,000/- (Rupees Eleven Lakhs only) .

5. This Court is of the considered opinion that, admittedly, the petitioner borrowed the loan and executed agreement. The terms and conditions of the agreement are binding on the parties. In the event of any default, the respondent/ State Bank of India is empowered to initiate action by invoking the terms and conditions agreed between the parties. In the present case, actions were initiated by the respondent / State Bank of India and petitioner was given an opportunity to clear the dues by way of installments by this Court through interim order and even the said interim order has not been complied with in the writ petition and therefore, this Court is not inclined to grant any further relief as such sought for in the present writ petition.

6. With these observations, the writ petition stands dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS IV)

//True Copy//

Sub Assistant Registrar

nti/jeni



To

1. The Branch Manager,
State Bank of India,
Sivanmalai,
Thiruppur District.

+1cc to Mr.V.Raghupathi, Advocate, S.R.No.59540

W.P.No.14359 of 2011
and
M.P.Nos.2 and 3 of 2011

KG (CO)
PM/02/12/2021