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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.06.2021

CORAM :

THE HONOURABLE MR. JUSTICE V. PARTHIBAN

W.P.No.11519 of 2021

K.P.Revathi

...Petitioner

Vs.

- 1.Union of India,
Represented by General Manager,
Reserve Bank of India,
Fort Glacis, Kamarajar Salai,
Chennai - 600 001.
- 2.The Banking Ombudsman (NBFC),
C/o. Reserve Bank of India,
Fort Glacis, Kamarajar Salai,
Chennai - 600 001.
- 3.The Principal Nodal Officer (Chennai Zone)
Kotak Mahindra Prime Limited,
Kotak Infinity, 5th Floor, Zone-II,
Building No.21, Infinity Park,
General AK Vaidya Marg,
Malad (E), Mumbai - 400 097.
- 4.The Branch Manager,
Kotak Mahindra Prime Limited,
Samson Towers, 6th Floor,
402L, Pantheon Road, Egmore,
Chennai - 600 003.

...Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus directing the 2nd and 3rd respondents to take action against 4th respondent to follow the due process of law, regarding collection, settlement of loan amount, as guided by Reserve Bank of India forthwith petitioner complaint dated 15.04.2021.

For Petitioner : Mr.M.Govindarajan



O R D E R

The petitioner is aggrieved by the action of the 4th respondent private Bank in taking action against her for committing default of monthly payments of loan availed by her. Therefore, she is seeking a direction to the respondents 1 to 3 to take action against the 4th respondent.

2.From the entirety of the averments in the affidavit filed in support of the writ petition, it could be seen that it is a loan transaction as between the petitioner and the 4th respondent and the dispute appears to be entirely a private one which has been colored as a dispute in order to bring the same within the realm of public law remedy under Article 226 of the Constitution of India.

3.A dispute of loan transaction as between the person who availed loan from the Bank and the Bank cannot be a subject matter of adjudication under Article 226 of the Constitution of India. The writ petition, under the guise of seeking an innocuous direction, is an attempt to scuttle the efforts of the 4th respondent in recovering the loan amount which appears to be due from the petitioner to the Bank. In any event, it is certainly not open to the petitioner to invoke the writ jurisdiction in matters of contractual nature governed by agreements entered into by the petitioner and the 4th respondent Bank. In case the petitioner is aggrieved by any illegal action of the 4th respondent, it is always open to her to work out her remedy in the proper manner known to law, but it is certainly not open to her to invoke the writ jurisdiction of this Court for settlement of a dispute as disclosed in the affidavit.

4.Therefore, the writ petition stands dismissed. No costs.

Sd/-
Assistant Registrar(CS VIII)

//True Copy//

Sub Assistant Registrar

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To

1.The General Manager,
Reserve Bank of India,
Fort Glacis, Kamarajar Salai,
Chennai - 600 001.



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2.The Banking Ombudsman (NBFC),
C/o. Reserve Bank of India,
Fort Glacis, Kamarajar Salai,
Chennai - 600 001.

3.The Principal Nodal Officer (Chennai Zone)
Kotak Mahindra Prime Limited,
Kotak Infinity, 5th Floor, Zone-II,
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RSV[co]
NSK 22/07/2021