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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.07.2021

CORAM:

THE HON'BLE MR.JUSTICE R.MAHADEVAN

W.P.NO.15875 OF 2021

AND

W.M.P.NO.16770 OF 2021

T. Vimal

... Petitioner

Versus

1. The Governor,
Reserve Bank of India,
Central Office Building,
Shahid Bhagath Sing Road,
Mumbai - 400 001.

2. The Kotak Mahindra Bank,
Head Office,
No.555, Capital Building,
Anna Salai, Opposite to SUN TV,
Teynampet, Chennai - 600 018.

... Respondents

PRAYER:-

Writ petition filed under Article 226 of the Constitution of India praying for a writ of Mandamus directing the 1st respondent to enforce the regulatory package announced by the 1st respondent in DOR.No.BP.BC.71/21.04.048/2019-20, dated 23.05.2020 for the period of June to August 2020 and monitor the 2nd respondent to implement the same regulatory package strictly to the petitioner.

For Petitioner : Mr.N.Stalin

O R D E R

The prayer made in this writ petition is to issue a Writ of Mandamus directing the 1st respondent to enforce the regulatory package announced by the 1st respondent in the Circular dated 23.05.2020 for the period between June and August 2020 and monitor the 2nd respondent to implement the same regulatory package strictly to the petitioner.



2. It is seen from the affidavit filed in support of the writ petition that the petitioner, who is practising as an Advocate at Erode, had availed a Car loan from the second respondent bank for purchasing Baleno Car. According to the petitioner, he has been remitting the instalments regularly without any default. While so, during the nationwide lock down imposed to curb the spread of Covid-19 Pandemic, several borrowers of the Bank could not remit the instalment amount and therefore, the first respondent issued a Circular on 27.03.2020 announcing moratorium. According to the petitioner, notwithstanding the Circular dated 27.03.2020 of the first respondent, the second respondent bank demanding the petitioner to repay the loan amount during the Moratorium Period. It is also stated that the cheques issued by the petitioner have been unceremoniously deposited by the second respondent during the moratorium period and they were dishonoured for want of funds. It is further stated that the petitioner sent an e-mail on 14.08.2020 to direct the second respondent to consider the period from June 2020 to August 2020 as Moratorium period, but there was no action taken. Thereafter, he has submitted a written representation to the first respondent on 05.10.2020 to issue necessary instructions to the second respondent bank to abide by the Circular dated 27.03.2020 issued by the first respondent and to strictly adhere to the moratorium granted thereof. However, the first respondent has not taken any action on his representation. In the mean while, the second respondent initiated arbitration proceedings against the petitioner. Therefore, the petitioner is before this Court with this writ petition.

3. Heard the counsel for the petitioner and perused the affidavit filed in support of the writ petition. Even as admitted by the petitioner, at the time of availing the loan from the second respondent, he had entered into an agreement with the second respondent which contains certain terms and conditions. As per the terms and conditions of the agreement, if there is any dispute with respect to the loan transaction, it can be resolved through an Arbitrator. Even as per the admission of the petitioner in para No.8 of the affidavit, the second respondent already referred the dispute to an arbitrator as per the proceedings dated 30.03.2021 and the arbitrator so appointed has fixed the date for hearing. Above all, for the complaint dated 05.10.2020 sent by the petitioner, the Customer Service Manager of the second respondent bank had sent a reply on 23.10.2020 and it is also enclosed in page No.52 of the typed set of papers. When an arbitrator has been appointed to resolve the dispute, it is for the petitioner to participate in the arbitration proceedings and to get his grievance resolved. While so, the petitioner is not entitled to any relief, as prayed for in this writ petition.



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4. With the above observation, this writ petition is closed. No costs. Consequently, connected miscellaneous petition is closed

Sd/-
Assistant Registrar(CS II)

//True Copy//

Sub Assistant Registrar

msr/rsh

To

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W.P.NO.15875 OF 2021

JPL(CO)
PBS/16/09/2021