



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24.01.2022

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.22155 of 2015
and M.P.Nos.1 & 2 of 2015

V.Padmanabhan

...Petitioner

Vs

1. The Senior Manager,
Recovery and Legal Section,
Circle Office, Canara Bank,
Sri Saradha Vidyalaya Campus,
Alagapuram, Salem - 636 016.

2. The Branch Manager,
Canara Bank,
Panapakkam Branch,
Arakkonam Taluk,
Vellore District.

...Respondents

PRAYER : Writ Petition filed Under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, to call for the records relating to the impugned order dated 26.02.2015 issued by the 1st respondent in respect of loan Account No.1046856009966, to quash the same and consequently, direct the respondents to discharge the Simple Mortgage executed by the petitioner on 17.10.2007, thereby return the title deeds of the petitioner's land which are furnished thereon.

For Petitioner : Mr.C.Prabakaran

For Respondents : Mr.R.Umasuthan

O R D E R

The notice dated 26.02.2015 issued by the respondent Bank is under challenge in the present writ petition.



2.The petitioner states that he owns agricultural lands. For the purpose of purchasing a tractor, the petitioner availed loan from the respondent Bank.

WEB COPY

3.The learned counsel appearing for the petitioner states that even before the release of the tractor, the respondents have insisted the petitioner to pay the arrears of loan amount and several other allegations are also raised against the Bank by the petitioner.

4.This Court is of the considered opinion that vehicle loan or any other loan are sanctioned by the Nationalized Bank based on the contract. The borrower is also agreeing for certain terms and conditions. Therefore, the contractual obligation between the parties cannot be adjudicated in a writ proceedings merely based on one lapses or one error or ground. The writ petition cannot be considered merely based on the statements made between the parties. In respect of the terms and conditions of the contract, an elaborate adjudication is required, more specifically, with reference to the original documents and evidences and if necessary through oral evidence. Such an adjudication cannot be undertaken in a writ proceedings. Therefore, merely based on one irregularity or otherwise, the case of either of the party can be considered in the writ proceedings.

5.This being the factum established, the petitioner is at liberty to approach the Banking Ombudsman or any other competent Court of law for the purpose of adjudication of issues in the manner known to law. In the event of any such approach by the petitioner, the competent forum shall consider the period during which the writ petition is pending before this Court for the purpose of condoning the delay, if any.

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

Sd/-
Assistant Registrar

//True copy//

Sub Assistant Registrar



cse
To

1. The Senior Manager,
Recovery and Legal Section,
Circle Office, Canara Bank,
Sri Saradha Vidyalaya Campus,
Alagapuram, Salem - 636 016.

2. The Branch Manager,
Canara Bank,
Panapakkam Branch,
Arakkonam Taluk,
Vellore District.

+1 CC to Mr.C.Prabakaran, Advocate sr 4227

W.P.No.22155 of 2015

PCH(CO)
SP(08/02/2022)