



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.04.2022

CORAM:

THE HONOURABLE MS.JUSTICE V.M.VELUMANI

W.P.No.8986 of 2022

N.Sekar

.. Petitioner

Vs.

1. The Registrar,
Registrar of Co-operative Society,
No.170, NVN Malligai,
Poonamallee High Road,
Kilpauk, Chennai.
2. The Joint - Registrar,
Co-operative Society,
Collectorate Campus,
Thiruvannamalai District,
Thiruvannamalai.
3. The Secretary,
H.H.569, Perunduraipattu Primary Agriculture
Co-Operative Credit Society Ltd.,
Peruduraipattu Village,
Thiruvannamalai District.

.. Respondents

Prayer: Writ Petition is filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Mandamus, directing the 2nd & 3rd respondent to sanction the Agriculture Loan based on the petitioner's Representation dated 27.12.2021.

For Petitioner : Mr.P.Thirumalaivasan
for Mr.M.Selvam

For RR 1 & 2 : Mr.R.Kumaravel
Additional Government Pleader

O R D E R

The petitioner has come out with the present Writ Petition for a direction to the respondents 2 & 3 to consider the representation of the petitioner dated 27.12.2021 and sanction agricultural loan.



2. According to petitioner, he is a member of H.H.569, Perundurai Pattu Primary Agricultural Cooperative Thrift Society. As per the Government Policy, all the agriculturists who are the members of the Thrift Society are entitled to agricultural loan. As per the said policy, the petitioner availed loan and discharged the same. There is no outstanding due amount from the petitioner to the society. While so, when the petitioner approached the society for availing loan in the year 2017, the Secretary and Writer of the said society after verifying the documents of one Thangadurai of same village to grant mortgage loan on security of his property, insisted the petitioner to sign as a guarantor for the said loan to the Thangadurai. Initially the petitioner refused to sign, but the Secretary and Writer persuaded the petitioner to sign the document assuring that nothing will happen. Therefore, the petitioner signed as a guarantor. While so, on 18.10.2021, when the petitioner approached the society for availing agricultural loan for cultivation of sugarcane, the present Secretary in-charge of the said society refused to grant loan, on the ground that loan availed by Thangadurai has become defaulted loan and the petitioner, being the guarantor of that loan, is not entitled to avail agricultural loan for sugarcane cultivation. The Secretary refused to grant loan to the petitioner only due to the enmity towards Thangadurai. In such circumstances, the petitioner has given representation dated 27.12.2021 to the 2nd respondent. Since no order has been passed on the said representation dated 27.12.2021, the petitioner has come out with the present Writ Petition.

3. Mr. R. Kumaravel, learned Additional Government Pleader appearing for the respondents 1 & 2 submitted that the petitioner stood as guarantor for the loan No.321/2017, granted to one Thangadurai. The Secretary of the society informed the petitioner to settle the loan granted in the year 2017 for which he stood as guarantor. The learned Additional Government Pleader denied the contention of the learned counsel appearing for the petitioner that due to political enmity towards Thangadurai, the petitioner was denied loan and prayed for dismissal of the Writ Petition.

4. Heard the learned counsel appearing for the petitioner as well as the learned Additional Government Pleader appearing for the respondents 1 & 2 and perused the entire materials on record.

5. From the materials on record, it is seen that admittedly the petitioner stood as guarantor for the loan availed by one Thangadurai. The petitioner has not denied that the said Thangadurai did not pay the amounts and the loan has become defaulted loan. According to the petitioner, when he went to the



society in the year 2017 for availing loan, he was forced to sign as guarantor for the loan sanctioned and availed by the said Thangadurai. The petitioner has not stated that whether any loan was sanctioned to him in the year 2017 and the petitioner also has not produced any material to show only due to pressure by the Secretary and Writer of the society, he stood as guarantor. When the petitioner has not disputed that he stood as guarantor for the loan availed by one Thangadurai and the said loan has become defaulted loan, he is not entitled for the relief sought for in the present Writ Petition.

6. For the above reasons, the Writ Petition is dismissed. No costs.

Sd/-
Assistant Registrar (CO)

//True Copy//

Sub Assistant Registrar

krk

To

1. The Registrar,
Registrar of Co-operative Society,
No.170, NVN Malligai,
Poonamallee High Road,
Kilpauk, Chennai.
2. The Joint - Registrar,
Co-operative Society,
Collectorate Campus,
Thiruvannamalai District,
Thiruvannamalai.
3. The Secretary,
H.H.569, Perunduraipattu Primary Agriculture
Co-Operative Credit Society Ltd.,
Peruduraipattu Village,
Thiruvannamalai District.

+1cc to M/s.M.Selvam, Advocate, S.R.No.25660

+1cc to the Government Pleader, S.R.No.25754

W.P.No.8986 of 2022

SK-II (CO)
SU(02/05/2022)