IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.07.2023

CORAM : JUSTICE N.SESHASAYEE

W.P.No.18203 of 2020

S.Ragavendhiran .. Petitioner

Vs

1.The Deputy General Manager
Staff Section, Circle office
Canara Bank, Chennai.

2.The Branch Manager
Kannampalayam Branch
Canara Bank, Trichy Road
Coimbatore. .. Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying to issue a Writ of Mandamus directing the respondents to release the amounts in the petitioner's accounts at Canara Bank, Kannmpalayam Branch, a sum of Rs.5,32,919/- in Account No.3131111000014 and Rs.9,30,215/- in Account No.1248111024960, totally Rs.14,63,134/- which are freezed by the respondents, consequently direct the respondents to pay the interest for the freezed amount by considering the petitioner's representation dated 16/07/2020 within the specific period of time fixed by this Court.

For Petitioner : Mr.T.Ganesan

For Respondents : Ms. Umasuthan

ORDER

The petitioner herein seeks a direction to the second respondent to unfreeze his bank Account bearing Nos.3131111000014 and 1248111024960.

2. The petitioner was formerly a staff of the second respondent-Bank. He had availed a loan of Rs.23,32,064/- which has to be repaid with interest in equated monthly instalments. He superannuated on 31.03.2020. At the time, he was in default in paying few instalments towards repayment of his housing loan. The amount payable under the defaulted instalments were adjusted against his terminal benefits and the balance was credited to his account. And he would now complain that the bank has unilaterally frozen his bank accounts without reference to him. He would further submit that even his pension account was frozen.

3. The bank has filed its counter wherein it is submitted that the petitioner's son had earlier obtained an education loan from the bank in 2010, for which

the petitioner stood guarantee. The petitioner's son is graduated and is known to be working abroad. Till date, (a) neither the principal borrower nor the petitioner as guarantor chose to discharge the loan; and (b) the petitioner has defaulted in paying the subsequent instalments post his retirement. In this circumstances, the bank has exercised its lien over the accounts of the petitioner and has frozen the same.

4. Heard both sides. The learned counsel for the petitioner submitted that post his superannuation, the petitioner has been promptly paying his EMIs. But, this Court does not find anything to support it in the typed set of papers. The counsel for the respondents took this Court through a proforma note submitted for continuation of housing loan liability after cessation of service signed by the petitioner, (a copy of which is available in the typed set of papers). In this proforma, the petitioner has indicated that for the continuation of the housing loan after his service, his pension was shown as the source of funds for him to pay the housing loan. In other words, the petitioner himself has consented for paying the housing loan out of his pension.

5. The learned counsel for the petitioner adds that even during the pendency of this writ petition, the petitioner approached the officials of the bank few times, and they were not responsive. The counsel for the respondents now makes a statement that he would ensure that there will be a proper meeting between the petitioner and the respondent-Bank.

6. After weighing the rival contentions and submissions, this Court finds the petitioner finds himself on a slippery wicket. The banks are not doing charity and that the petitioner who has borrowed the money from the banking institutions, has a duty to re-pay. Even though the petitioner's counsel submitted that he has paid all the subsequent monthly instalments as has been stated earlier, this Court does not find any material to support it. And by so saying, this Court does not want to take away the right of the petitioner to hold discussion with the bank in the context of the cause of action involved in this case.

7. For the present, the writ petition is closed. And after any such meetings and discussions, if anything is done to the rights of the petitioner contrary to law, he is at liberty to approach this Court. This Court also requires that the

proceedings of the meeting is duly minuted for the benefit of both the sides.

No costs.

05.07.2023

Index : Yes / No
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To:

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N.SESHASAYEE.J.,

ds

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