



WP(MD)No.19628 of 2014

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 20.03.2023

CORAM:

THE HONOURABLE MR.JUSTICE B.PUGALENDHI

WP(MD)No.19628 of 2014

and

MP(MD)No.1 of 2014

and

WMP(MD)No.5390 of 2023

A.Munavar Baig

... Petitioner

v.

The State Bank of India,
Rep. through its Branch Manager,
Tallakulam Branch,
Madurai – 625 002.

... Respondent

Writ Petition filed under Article 226 of the Constitution of India seeking issuance of a Writ of Mandamus directing the respondent Bank to provide moratorium period for the loan availed for the education of the petitioner's son under Loan A/c.No.30589588622 before fixing the total outstanding with interest and the equal monthly instalments for the purpose of repayment.



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For Petitioner : Mr.R.Aravindan

For Respondent : Mr.Radhakrishnan

ORDER

The petitioner has filed this writ petition for a mandamus directing the respondent to provide moratorium period for the loan availed for the education of his son, before fixing the total outstanding with interest and the equal monthly instalments for the purpose of repayment.

2.The respondent Bank claims that the petitioner has availed a sum of Rs.2,78,000/- on 14.11.2008 as loan for his son for studying B.E (CSE) degree for the Academic Year 2008-09 to 2011-12, with interest @ 12.50% per annum. The repayment schedule was 84 EMIs of Rs.4,982/- per month. The petitioner's son completed his studies in the year 2012 and the Bank has given the moratorium period of one year. Even thereafter, the petitioner's son has not paid the EMIs, as fixed by the Bank and therefore, the loan account of the petitioner's son has been classified as Non-Performing Asset (NPA) and the liabilities have been transferred to a Asset Reconstruction Company on



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30.09.2015. Therefore, according to the respondent Bank, as on date, there is no subsisting right on them to recover the above loan.

3.The petitioner has availed educational loan for his son, on an agreement. The respondent Bank claims that the moratorium period has also been provided and as on date, they are not having any subsisting right to recover. Since the transaction is purely on contractual basis and that the moratorium period has already been provided by the Bank, this Court is not inclined to entertain this writ petition.

Accordingly, this writ petition stands dismissed. No costs. Consequently, connected miscellaneous petitions stand closed.

Index : Yes / No
NCC : Yes / No
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