



W.P.(MD) No.16698 of 2018.

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 02.01.2023

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THE HONOURABLE MR.JUSTICE K.KUMARESH BABU

W.P.(MD) No.16698 of 2018

Y.Rethina Balan

... Petitioner

/vs./

**The Chief Manager,
State Bank of India,
Main Branch,
Karaikudi,
Sivagangai District.**

... Respondent

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, directing the respondent to refund the amount, which is collected excess together with 10% interest from 08.03.2017 within the time as fixed by this Court.

For Petitioner : Mr.K.K.Samy

For Respondent : Mr.S.Rengasamy



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ORDER

The writ petition is seeking for a Mandamus to direct the respondent to refund the amount, which is collected in excess together with 10% interest from 08.03.2017 within the time fixed by the Court.

2.Heard Mr.K.K.Samy, learned counsel for the petitioner and Mr.S.Rengasamy, learned counsel for the respondent.

3.Mr.K.K.Samy, learned counsel for the petitioner would submit that the petitioner had availed an agricultural loan for purchase of a Tractor and that since there was a default in payment, the Bank had proceeded with O.A.No.1218/2016 seeking to recover a sum of Rs.14,71,641/-. The matter was settled before the Lok Adalat and a settlement memo has also been filed. Pursuant to the settlement memo, the petitioner had paid a sum of Rs.8,50,000/-.

4.He would further submit that as on 08.03.2017, the principal amount due was only Rs.7,14,446/-. But however, the Bank had misrepresented the Lok Adalat saying that the amount due was Rs.14,71,641/-, based upon which the



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petitioner has agreed to settle the dispute for a sum of Rs.8,50,000/-, which is over and above the actual amount due on the date of the settlement. Therefore, he had filed this writ petition seeking to recover the balance amount together with interest.

5.Mr.S.Rengasamy, learned counsel appearing for the respondent would submit that an application before the Debts Recovery Tribunal, Madurai was laid for a total sum of Rs.14,71,641/- and the petitioner has agreed before the Lok Adalat to settle the dispute in full quit for a sum of Rs.8,50,000/-. He would further submit that pursuant to the said settlement memo, the Debts Recovery Tribunal, Madurai had also closed the proceedings in O.A.No.1218/2016 with liberty to the Bank to proceed against the defendant, in case of default to comply with the award passed. As the petitioner had paid the amount as per the memo of settlement, a memorandum of discharge had also been issued by the Bank and therefore, he would submit that the petitioner ought to have approached the Lok Adalat for any relief on the allegations made.



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6.I have considered the arguments advanced by the learned counsel appearing on either side.

7.It is an admitted fact that the dispute between the petitioner and the respondent Bank has been settled by filing a memo of settlement before the Lok Adalat. It has been agreed by the parties to settle the dispute in O.A.No. 1218/2016 for a sum of Rs.8,50,000/- When it has been agreed by the parties before the Lok Adalat, it will only be open to the parties to approach the concerned authority or to take out appropriate proceedings and to seek remedying their grievance. This Court under Article 226 of the Constitution of India cannot entertain such disputed question of facts.

8.In fine, the Writ Petition is dismissed. However, there shall be no order as to costs. It is open to the petitioner to seek appropriate remedy as advised.

Speaking : Yes / No
NCC : Yes / No
Internet : Yes / No
Index : Yes / No

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K.KUMARESH BABU, J.

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