**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**

DATED :28.03.2023

CORAM

**THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

W.P.(MD)No.2321 of 2016

1.M.S.Alagarsamy (died)

2.A.Santhi ... Petitioner

Vs.

1.The Secretary,
Co-operative Food & Consumer
Protection Department,
Fort St. George,
Chennai 600 009.

2.The Official Liquidator,
The Madurai Urban Co-operative Bank Ltd.,
32, Naicker New Street,
Madurai 625 001. ... Respondents

***(P2 is substituted for the deceased sole petitioner vide Court order dated 29.03.2019 in W.M.P.(MD).No.21885 of 2018)***

**PRAYER :** Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus to call for the records pertaining to the impugned order of the first respondent dated 11.12.2015 vide his proceedings in Letter No.16881/சிப்பி2/2015-3 and quash the same consequently directing the respondents to receive the balance amount on the basis of the petitioner's letter dated 29.05.2015.

For Petitioner :Mr.T.Vadivelan

For Respondents :Mr.S.Shanmugavel
Additional Government Pleader for R1

:Mr.S.Rajasekar for R2

**ORDER**

The petitioner assails an order dated 11.12.2015 of the first respondent by which the request made by the petitioner to consider the representation in relation to the loan facilities availed of by him was rejected.

2. The petitioner availed of a loan of Rs.9,93,650/- from the second respondent by mortgaging a dwelling house in the year 2001. According to the petitioner, he paid interest on the said loan regularly until the year 2002, but could not pay interest thereafter on account of losses sustained in his business. The first respondent issued G.O.Ms.No.B3 dated 30.11.2010 under the Pannaisara Special Debt Scheme. The petitioner had requested that the benefit of the said scheme be extended to him. Upon such request, the second respondent fixed the total debt amount as Rs.14,72,119/-

and called upon the petitioner to pay 25% of the said amount. The petitioner paid a sum of Rs.3,70,000/- on 17.02.2011, which is before the deadline of 28.02.2011. In February 2011, it is stated that the petitioner became ill and therefore could not pay the balance amount of Rs.11,02,119/- within the stipulated deadline of 31.12.2011.

3. Therefore, the petitioner submitted a representation dated 29.12.2011 to the second respondent. The petitioner also approached this Court by filing W.P.(MD).No.16190 of 2013 and the said writ petition was disposed of on 04.08.2015 by directing the first respondent to consider the petitioner's representation. Eventually, the impugned order dated 11.12.2015 was issued and, therefore, the petitioner has presented this writ petition.

4. Learned counsel for the petitioner submits that the first condition imposed in G.O.Ms.No.B3 dated 30.11.2010 was satisfied by the petitioner by remitting a sum of Rs.3,70,000/-. On account of legitimate reasons such as ill health, he states that the remainder could not be paid before 31.12.2011. He also makes a request that the amount paid by him should be adjusted towards the principal and not interest.

5. In response to his contentions, learned counsel representing the Liquidator of the second respondent submits that the Special Debt Relief Scheme was for the limited duration of one year. He further submits that the said scheme set out conditions. The first of these conditions was the payment of 25% of the amount determined as payable. The second condition was that the remaining 75% of the amount should be paid on or before 31.12.2011. The remaining amount was admittedly not paid by the petitioner. Learned counsel submits that the said scheme was wound up and that, therefore, there was no scope to consider the petitioner's representation.

6. The petitioner has placed on record the details of the offer made to him under the Special Debt Relief Scheme. The terms of offer are clear the petitioner was required to pay 25% of the total due on or before 28.02.2011 and the remaining 75% in one to a maximum of four installments on or before 31.12.2011. The petitioner failed to comply with the second condition by paying the remaining 75% of the amount on or before 31.12.2011. In these circumstances, the second respondent was fully

justified in not extending the benefit of the scheme to the petitioner. It should also be borne in mind that debt relief schemes of this nature are required to be applied uniformly to all borrowers and no borrower should be provided preferential treatment or discriminated against.

7. For reasons set out above, there is no scope for interference with the impugned order. Accordingly, W.P.(MD).No.2321 of 2016 is dismissed without any order as to costs by leaving it open to the petitioner to negotiate with the second respondent with regard to the payment of amounts outstanding to the second respondent.

**28.03.2023**

NCC :Yes/No
Internet :Yes/No
Index :Yes/No
*sbn*

To

1.The Secretary,
Co-operative Food & Consumer Protection Department,
Fort St. George,
Chennai 600 009.

2.The Official Liquidator,
The Madurai Urban Co-operative Bank Ltd.,
32, Naicker New Street,
Madurai 625 001.

**SENTHILKUMAR RAMAMOORTHY, J.**

*sbn*

W.P.(MD)No.2321 of 2016

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