BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 18.12.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.29588 of 2023
and
W.M.P(MD)Nos.25901 & 25902 of 2023

B.Suriya Narayana Samy ... Petitioner

Vs.

1.The Union of India,
Represented by General Manager,
Reserve Bank of India,
Fort Glacis, Rajaji Salai,
Chennai – 600 001.

2.The Honourable Ombudsman,
C/o Reserve Bank of India (Banking Office),
Fort Glacis, Rajaji Salai,
Chennai – 600 001.

3.The Nodal Officer,
Yes Bank Limited,
No.143/1, Uttar Gandhi Salai,
Numgambakkam,
Chennai – 600 034.

4.The Branch Manager,
Yes Bank Limited,
100/1, Ground Floor,
Palam Station Road,
Goripalayam,
Madurai – 625 002.

5.Auto Loan Manager,
Yes Bank Limited,
100/1, Ground Floor,
Palam Station Road,
Goripalayam,
Madurai – 625 002.

6.Credit Manager,
Yes Bank Limited,
100/1, Ground Floor,
Palam Station Road,
Goripalayam,
Madurai – 625 002.

7.The Inspector of Police,
Koodal Pudur Police Station,
Madurai. ... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the respondents 2 and 3 to take action against the 4th and 5th respondents to follow due process of law regarding collection of loan as guided by Reserve Bank of India by considering the petitioner's complaint date 06.12.2023 and to protect the livelihood of the petitioner.

For Petitioner : Mr.B.Suriya Narayana Samy
Party-in-person

For Respondents : Mr.K.Govindarajan
Deputy Solicitor General of India
for R.1 & R.2

Ms.Lakshmi Gopinathan
Standing Counsel for R.3 to R.6

Mr.A.Albert James
Government Advocate for R.7

ORDER

Heard the petitioner in person, the learned Deputy Solicitor General of India for the respondents 1 and 2, the learned Standing Counsel appearing for the respondent Bank and the learned Government Advocate appearing for the jurisdictional Police.

2.The petitioner had availed loan from the respondent Bank. He committed default in the matter of repayment of three installments. That led to repossession of the vehicle by the men engaged by the respondent Bank. In these circumstances, the present writ petition came to be filed.

3.It is true that the relationship between the parties is governed by contract. Creditor has the right to repossess the asset in terms of the agreement also. But then, considering the special facts and circumstances of this case, I called upon the learned Standing Counsel to make a statement as regards the final liability of the petitioner. After getting instructions, the learned Standing Counsel submitted that the petitioner will have to pay a sum of Rs.5,76,733/- (Rupees Five Lakhs Seventy Six Thousand Seven Hundred and Thirty Three only) towards the principal outstanding and pending installments. Even though the Bank is entitled to demand further charges as per the contract, I requested the creditor to consider waiver. Taking into account the sentiment expressed by the Court, the creditor submitted that if the aforesaid amount of Rs. 5,76,733/- (Rupees Five Lakhs Seventy Six Thousand Seven Hundred and Thirty Three only) is paid within a period of two weeks from the date of receipt of a copy of this order, they would treat the account as totally closed and return the seized vehicle and also issue "No Objection Certificate" in favour of the petitioner.

4.Recording the said submission, this writ petition is disposed of in the following terms:

a) The respondents will not sell the repossessed vehicle till the end of January 2024.

b) The petitioner has to pay the aforesaid amount of Rs. 5,76,733/- (Rupees Five Lakhs Seventy Six Thousand Seven Hundred and Thirty Three only) to the respondent Bank before the expiry of the said period.

c) If the petitioner makes the said payment within the time limit as mentioned above, the respondents are directed to abide by the statement made before this Court. If the petitioner commits default or fails to make the said payment, the benefit of this order will no longer enure in favour of the petitioner. During the intervening period, the respondent Bank is directed to keep the seized vehicle in a proper running condition.

There shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

18.12.2023

NCC : Yes/No
Index : Yes / No
Internet : Yes/ No
MGA

Note: Issue order copy on 19.12.2023.

G.R.SWAMINATHAN, J.

MGA

To

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Reserve Bank of India,
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Chennai – 600 001.

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