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W.P.No.10496 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24.04.2024

CORAM:

**THE HONOURABLE MR.JUSTICE D.BHARATHA
CHAKRAVARTHY**

Writ Petition No.10496 of 2024
and W.M.P.No.11498 of 2024

S.Sathish

... Petitioner

Vs.

The Chief Manager,
Canara Bank,
Villupuram Branch,
Villupuram – 605 602.

... Respondent

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, for issuance of Writ of Certiorarified Mandamus, calling for the records of relating to the respondent vide his proceeding 2697/VPM/NNND/03/2023 dated 04.09.2023 to quash the same and to issue consequential directions to the respondents to allow the petitioner to continue to serve as NND/Agent/Collector of the respondent Bank.

For Petitioner : Mr.J.Muthukumaran



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ORDER

The petitioner challenges the order dated 04.09.2023.

2. The impugned order is extracted hereunder:

“You have been working as NND Agent of this Branch.

Pending Enquiry/Investigation into the serious lapses/financial irregularities noticed/allegations/complaints received against you relating to violation of the term and conditions of the Agency Agreement, you are hereby advised to stop making collections of deposits from the existing or new NND Depositors with immediate effect until further advice to you.

You are hereby required to surrender forthwith the identity card, collection cards and Bank's stationery/records pertaining to NND Collection held by you.

You shall not collect NND Deposits until further advice.

We are arranging to collect the balance confirmatory in respect of all accounts serviced by you at your cost.

You are required to furnish your postal address forthwith for the purpose of future communication to you.”



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3. On a perusal of the papers filed along with the writ petition, it can be seen that on 02.06.2008, the petitioner entered into an agreement with the Bank, whereby the petitioner is appointed as an agent. It is relevant to quote Clause (1) of the agreement, which reads as follows:

“1. The Agent shall on behalf of the Bank the collections from the customers of the Bank at branch office and/or any other of their branch or branch offices regularly in terms of the rules of business relating to the Pigmy 1928/Pigmy Plus 2007 Deposit Scheme and enter the said collections on the Pigmy Card counterfoils supplied by the customers. The Pigmy Deposit account shall be opened by the customer in the manner prescribed under the rules relating to the Pigmy 1928/Pigmy Plus 2007 Deposit Scheme.”

4. In the working of agency, the respondents received some complaints, they are stopping the petitioner from continuing as an agent, pending enquiry into the complaint. The matter is not a service matter and there is an agreement of agency between the petitioner and the bank. Therefore, there is nothing for this Court to interfere in exercise of the jurisdiction under Article 226 of the Constitution of India.



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D.BHARATHA CHAKRAVARTHY, J.

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5. The petitioner is entitled to move the appropriate Civil Court for such relief, he may be entitled to in law as against the termination/suspension of agency.

6. In view thereof, the writ petition is dismissed. However, with liberty to the petitioner to approach the Civil Court. In that event, all the rights and contentions of the petitioner are kept open. No costs. Connected miscellaneous petition is closed.

24.04.2024

Index: Yes/No
Speaking Order: Yes/No
Neutral Citation: Yes/No
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