



WEB COPY



W.P.No.17505 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.04.2024

CORAM

THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN

W.P.No.17505 of 2022

A.S.Soorya

... Petitioner

-Vs-

1.The Branch Manager,
Indian Bank,
Erukkancheri Branch,
34/1, Madhavaram High Road,
Perambur-North,
Chennai-600 011.

2.The Zonal Manager,
Indian Bank,
Zonal Office-Chennai North,
Ethiraj Salai,
Chennai-600008.

... Respondents

Prayer:- Writ Petition filed under Article 226 of Constitution of India for the issuance of Writ of Mandamus, directing the respondents to dispose of the representation dated 01.11.2019 and 31.05.2022, requesting the last instalment of loan amount of Rs.1,91,666/- as per the orders of the High Court passed in W.P.No.13178 of 2015 dated 26.06.2015 and consequent letter of sanction of loan by the first respondent dated 25.06.2015.



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For Petitioner : Mr.L.Ramkumar
for Ms.T.Pushpavathi

For Respondents : Mr.P.K.Panneer Selvam,
Standing Counsel

ORDER

This Writ Petition has been filed for a direction directing the respondent to dispose of the representation dated 01.11.2019 and 31.05.2022 seeking the last instalment of loan amount of Rs.1,91,666/- as per the order of this Court in W.P.No.13178 of 2015 dated 26.06.2015.

2. Heard the learned counsel appearing on either side and perused the materials available on record.

3. The petitioner sought for an educational loan to the tune of Rs.11.50 lakh. However, it was not considered by the respondents and as such, the petitioner was constrained to file a writ petition before this Court in W.P.No.13178 of 2015. This Court, by an order dated 26.06.2015, closed the writ petition on the submissions made by the respondents that the educational loan of Rs.11.50 lakh was already sanctioned by the respondents in favour of the petitioner. Accordingly, the bank started reimbursement of fees which was already paid to the petitioner from time to time. However, the fees paid for the



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last semester, which was paid by the petitioner, was not reimbursed for the reason that already the repayment period was started and as such, the petitioner's father informed the respondents that the reimbursement of academic fees is not required. Therefore, the last fees amount was not reimbursed by the respondents.

4. Admittedly, the petitioner started repayment of the loan amount by monthly instalment to the respondents of Rs.15,337/- per month for a total period of 180 months. It is made clear that the petitioner is liable to repay the amount which was reimbursed by the respondents with agreed interest. The respondents are at liberty to take appropriate action as against the petitioner, if the petitioner commits default.

5. With the above direction, this Writ Petition stands disposed of.

No costs.

05.04.2024

Internet : Yes
Index : Yes/No
Speaking/Non-speaking order
Neutral Citation : Yes/No
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