



W.P.No.26144 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.09.2024

CORAM :

THE HON'BLE MR.D.KRISHNAKUMAR, ACTING CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE P.B.BALAJI

W.P.No.26144 of 2024

1.Aisha
2.A.Shalini
3.Rashmi
4.J.Sumathi

.. Petitioners

Vs

1.The General Manager (Authorised Signatory),
Canara Bank,
Anna Nagar (East)
Chennai.

2.Karunakaran
3.Thangam Karunakaran
4.Vandana Karunakaran
Directors
M/s.Cherry Teak and Oak Furniture Private Ltd.,
No.29/1, Taramani Link Road, Velachery,
Chennai-600 042.

.. Respondents

Prayer: Petition filed under Article 226 of the Constitution of India seeking issuance of a writ of mandamus directing the first respondent to pay the lease consideration paid by each of the petitioners pertaining to the auction demand notice dated 8.7.2024 issued by the first



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respondent bank.

For the Petitioners : Mr.V.Mahathi Chari

For the Respondents : Mr.R.Sreedhar
for respondent No.1

ORDER

(Order of the Court was made
by the Hon'ble Acting Chief Justice)

This writ petition has been filed by the petitioner for issuance of a writ of mandamus directing the first respondent to pay the lease consideration paid by the petitioners.

2. Learned counsel for the petitioners submitted that the petitioners are lessees/tenants under lesser Thangam and they are in occupation of the respective premises by entering into lease agreements dated 12.3.2024. The petitioners have totally paid lease amount of Rs.31,30,000/-. While so, they came to know about the availing of home loan by the lessor and her husband along with two others from the first respondent bank through the auction notice dated 8.7.2024 affixed on the premises. The lease period of 11 months between the parties is still in force as of today. The



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possession of the petitioners should not be disturbed owing to the default committed by the lessor in repayment of loan. He added that the petitioners are ready to vacate the premises, if the lease consideration paid by the petitioners are returned by the first respondent bank. Hence, the petitioners have filed the present writ petition seeking suitable direction to the first respondent to pay the lease consideration paid by each of the petitioners.

3. The prayer of the petitioners cannot be acceded to, as there is no privity of contract between the petitioners and the respondent/bank. The transaction is purely between the petitioners and their lessor. If the lessor failed to pay/return the lease amount, the proper course open to the petitioners is to approach the civil court for recovery. Invoking jurisdiction under Article 226 of the Constitution of India, the petitioners cannot claim relief as prayed for by them in the present writ petition.

4. It is apposite to mention that as against the auction notice or any proceedings initiated by the secured creditor under the provisions of the Securitisation and Reconstruction of Financial Assets and



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Enforcement of Security Interest Act, 2002, the aggrieved party has an efficacious alternative remedy to prefer an appeal before the Debts Recovery Tribunal under Section 17 of the Act and a writ petition is not maintainable.

5. In such view of the matter, we are not entertaining the present writ petition and the same is dismissed. There shall be no order as to costs. Consequently, W.M.P.No.28562 of 2024 is closed. W.M.P.No.28560 of 2024 filed by the petitioners to permit them to file a single writ petition is ordered.

(D.K.K., ACJ.) (P.B.B, J.)
10.09.2024

Index : Yes/No
NC : Yes/No
bbr
To

The General Manager (Authorised Signatory),
Canara Bank,
Anna Nagar (East)
Chennai.



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THE HON'BLE ACTING CHIEF JUSTICE
AND
P.B.BALAJI, J.

bbr

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