



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.04.2024

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.32631 of 2023

Pramod Kumar Thakur

... Petitioner

Vs.

Indian Overseas Bank,
Represented by The MD & CEO,
763, Anna Salai,
Chennai – 600 002.

... Respondent

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the respondent to cancel the Demand Drafts No.(113383375/ 05.02.2019 for Rs.28,000/- and 129798864 / 06.07.2019 for Rs.28,000/-) amounting to Rs.56,000/-, along with interest @ 18 percent from the date of claim to the date of actual payment award cost.

For Petitioner

: Mr.Pramod Kumar Thakur
(Party-in-Person)

For Respondent

: Mr.K.Srinivasamurthy



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ORDER

The Writ of Mandamus has been instituted to direct respondent to cancel the Demand Drafts No.(113383375/ 05.02.2019 for Rs.28,000/- and 129798864 / 06.07.2019 for Rs.28,000/-) amounting to Rs.56,000/- along with interest at the rate of 18% from the date of claim to the date of actual payment.

2. The petitioner states that he was working as Assistant General Manager and subsequently terminated from service on 28.03.2023. When he was working as Assistant General Manager, Punjabi Bagh Branch, Indian Overseas Bank, New Delhi. The residential house was permitted by the Bank on lease basis and the Bank paid the rent to the landlord by way of Demand Drafts.

3. The petitioner in person made a submission that in respect of two Demand Drafts, he paid the rent to the landlord directly by cash and made a request to cancel the Demand Drafts and pay the money. The Demand Drafts admittedly were issued on 05.02.2019 and 06.07.2019. However, the



petitioner made a request to cancel the Demand Draft only on 06.09.2023 after a lapse of about four years.

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4. The petitioner states that he is entitled to get reimbursement of the lease amount paid by him directly to the landlord. Therefore, the two Demand Drafts are to be cancelled and the amount paid by him is to be returned.

5. The learned counsel for the respondent / Bank would submit that the claim made after a lapse of four years is not entertainable. The petitioner never claimed payment for the Demand Drafts because he was well aware that the said Demand Drafts were issued out of the amount transferred from the respondent Bank's profit and loss account to his account for issuing Demand Draft to the landlord towards rent. If at all the Demand Drafts are cancelled, the entry has to be reversed and ultimately the amount would get credited to the Bank's profit and loss account, from where the amount was transferred for the issuance of the Demand Drafts.

6. The lease amount to the landlord has been paid by way of Demand Drafts in order to avoid bogus claims by the staff members. Even in such



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circumstances, if the official had paid the rent directly to the landlord, sufficient proof must be produced within a reasonable period of time. In the present case, the petitioner waited for about four years and submitted a representation to cancel the two Demand Drafts dated 05.02.2019 and 06.07.2019.

7. The petitioner has not approached the Bank to resolve the issues immediately. The petitioner was called upon by the Bank to provide proof of payment made by him to the landlord for the lease accommodation, but the petitioner failed to produce any such proof till today. In the absence of any such proof to establish that the petitioner had paid the lease amount to the landlord directly, the Bank may not be in a position to consider the claim of the petitioner.

8. The learned counsel for the respondent would submit that the petitioner has not produced any proof even before this Court in the present writ petition. That being the factum, the claim of the petitioner deserves no merit consideration.



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9. Accordingly, this Writ Petition stands dismissed. No costs.

01.04.2024

Jeni
Index : Yes
Speaking order
Neutral Citation : Yes

To

The MD & CEO,
Indian Overseas Bank,
763, Anna Salai,
Chennai – 600 002.



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S.M.SUBRAMANIAM, J.

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