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W.A.(MD)No.1095 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 03.07.2024

CORAM

THE HON'BLE MR.JUSTICE **R.SURESH KUMAR**  
AND  
THE HON'BLE MR.JUSTICE **G.ARUL MURUGAN**

W.A(MD)No.1095 of 2024  
and  
C.M.P.(MD)No.8264 of 2024

Ganesan

... Appellants

vs

1.Mahapriya

2.The Branch Manager,  
Canara Bank,  
Kulithalai Branch,  
Kulithalai, Karur District.

3.Revathi

...Respondent

PRAYER: Writ Appeal filed under Clause 15 of Letters Patent, to set aside the order of this Court dated 28.03.2024 passed in W.P(MD)No.31031 of 2023

|                |                       |
|----------------|-----------------------|
| For Appellants | :Mr.M.Vijayanand      |
| For R1         | :Mr.G.Kandhavadivelan |
| For R2         | :Mr.V.Balasubramanian |
| For R3         | :Mr.V.Malaiyendran    |

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## **JUDGMENT**

(Judgment of this Court was delivered by **G.ARUL MURUGAN, J.**)

The Writ Appeal is directed against the order, dated 28.03.2024 passed in W.P.(MD)No.31031 of 2023, wherein, the Writ Court had directed the respondent Bank to release the balance installment of the educational loan, as per the sanctioned letter.

2.The first respondent had secured a seat in Saveetha Medical College, Chennai, to pursue MBBS degree course for which, the appellant and the third respondent, who are the parents, had jointly applied for educational loan in the name of the first respondent with the second respondent Bank. The second respondent/Canara Bank sanctioned the loan on 28.03.2022 and based on which, already two installments to the tune of Rs.32,00,000/- has been disbursed in respect of the academic years 2021-22 and 2022-23. Based on the sanctioning of the loan, these two installments has been directly released by the Bank to the College account. When the first respondent had completed two years of study and now currently pursuing the third year, the marital relationship between the appellant and



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the third respondent, got stained and, as the first respondent is living with the third respondent/mother, the appellant/father had refused to sign necessary documents to the Bank, which has to be formally executed every year before releasing of the installment loan amount. As such the Bank has not released the third installment amount and since the first respondent was put in a precarious situation, as she will not be able to pursue the third year study, if the fees are not paid to the College in time and thereby, her studies would get disturbed, had approached the Writ Court for a direction to the Bank to release the amount of Rs.16,00,000/-, which is the third installment amount for the academic year 2023-24.

3.The learned Judge, after considering the fact that when the Bank had already sanctioned the loan of Rs.80,00,000/- on the strength of the security offered by the appellant, all of a sudden, he cannot wriggle out of the facility extended, by which, the studies of the Writ Petitioner would be disturbed, had allowed the Writ Petition directing the Bank to release the payment. Challenging the directions issued, the appellant/father has preferred the above appeal.



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4.The learned Counsel for the appellant argued that even though the appellant had jointly availed the educational loan from the respondent Bank and already two installments has been released, now since the relationship with his wife is not cordial and the first respondent/daughter is also not in talking terms with the appellant, he had no other option except to decline to sign the document, as the entire liability will be fastened on him. The learned Counsel further submitted that the third respondent, being the mother of the first respondent, is also having three properties and if she comes forward to offer one of the properties as security, then the appellant would come forward and sign necessary documents for releasing of the balance loan amount. The learned Counsel further submitted that the learned Judge has directed the Bank to release the third installment without the signature of the appellant, which is erroneous and sought for indulgence of this Court to interfere with the order passed.

5.The learned Counsel appearing for the first respondent submitted that when the first respondent had already completed two years of course and two installments had already been released by the Bank based on the security offered by the appellant and third respondent, now the appellant is



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estopped from going back in payment of the balance installment of the loan for the first respondent to complete her study.

6.The learned Counsel appearing for the second respondent submitted that as per the procedure, they had waited for the documents to be signed by the appellant for releasing of the third installment, but however, since order has been passed, they will be releasing the third installment amount in complying with the directions issued.

7.The learned Counsel appearing for the third respondent submitted that the third respondent along with the appellant had jointly availed the educational loan by executing surety and now as already two installments has been released, she has already signed the documents to the Bank for releasing of the third installment and submitted that the Bank has to release the third installment to the College for the first respondent to pursue to her study.

8.Heard the learned Counsel for the respective parties and perused the materials available on record.



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9.It is the case where the appellant and the third respondent, who are the father and mother of the first respondent, had jointly applied for educational loan in the name of their daughter from the second respondent Bank, as the first respondent had secured a seat in Saveetha Medical College in Chennai for pursuing MBBS degree course. The appellant and the third respondent had also jointly offered security and had executed the necessary documents for sanctioning of the loan, based on which, the second respondent Bank had sanctioned the loan to the tune of Rs.80,00,000/-.

10.As per the sanction of the loan, the first respondent had joined in the College and already completed two years of the course for which, the second respondent Bank had released two installments to the tune of Rs.32,00,000/- to the account of the College for the academic years 2021-22 and 2022-23. Now, while the first respondent is pursuing her third year course, the marital relationship between the appellant the third respondent got stained and as the first respondent is staying along with her mother/third respondent, the appellant had refused to sign the necessary documents to the



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Bank and as such, the Bank had not released the third installment loan amount to the College.

11.As the first respondent may be not be allowed to pursue her further study, if the fees of the College is not paid, as the third installment of the loan has not been released by the Bank, the first respondent had approached the Writ Court.

12.It is the only contention of the appellant that since the first respondent is now with her mother and she is not even in talking terms with the appellant, he is not interested in signing the documents to the Bank, as he would be made liable for repayment of the entire loan. It is the further stand of the appellant that since the third respondent/mother, is having three other properties standing in her name and if she comes forward to offer one of the properties as security, then the appellant has no objection to sign the documents to the Bank.

13.The learned Judge by relying on Section 20 of the Hindu Adoption and Maintenance Act, 1956, came to the conclusion that the father is



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obliged to maintain the children, which includes the educational expenses and had directed the respondent Bank to release the third installment amount.

14. When, admittedly, the appellant along with the third respondent had applied for educational loan from the second respondent Bank and had also offered security and based on which, the loan has been sanctioned and only under such circumstances, the first respondent had joined in the MBBS course and now after completing two years of the course and as the Bank having released two installment amounts to a sum of Rs.32,00,000/-, the conduct of the appellant/father, all of a sudden, refusing to sign the documents to enable the Bank to release the third installment amount on the ground that his relationship with his wife has become stained and since his daughter has not come forward to talk to him, he is not inclined to sign the documents and also further bargaining for his wife/the third respondent to offer a property for a security, in our considered opinion, cannot be appreciated and accepted, as the course of study undergone by the first respondent and also the future education will be completely shattered.



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15.Assuming for a moment that if the issues between the husband and wife are sorted out after some time, then the damages done to the first respondent from pursuing her MBBS degree course cannot be restored. The appellant has bounden duty to maintain his daughter by providing necessary education and cannot simply shrug his responsibility. Already necessary documents has been executed by the appellant and the third respondent in favour of the respondent Bank and all the necessary documents have been signed and only based on which, the loan amount has been sanctioned. When already two installments has been released, it is only a formal procedure for obtaining signature every year, when the installment amounts are released and that will not alter the position in any way. When already two installments has been released to the College, the stand taken by the appellant that in view of the stained relationship with his wife, he will not sign the document for release of the balance installments amount is meaningless, as the amount already released has to be paid by them.

16.Only by taking note of all the above aspects and since already the security has been extended and loan has been sanctioned, the learned Judge has directed the second respondent Bank to release the balance installments,



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as per the sanction already granted and we see any error or illegality in the orders passed by the learned Judge, which requires no interference of this Court. In view of the same, the order passed by the learned Judge is sustained and accordingly, this Writ Appeal stands dismissed. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

**[R.S.K., J]      &      [G.A.M., J]**

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Internet :Yes/No  
Index :Yes/No  
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**AND**

**G.ARUL MURUGAN, J.**

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