



W.P.(MD)No.24608 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 26.07.2024

CORAM

THE HONOURABLE MS JUSTICE R.N.MANJULA

W.P.(MD)No.24608 of 2023

and

W.M.P.(MD).No.4517 of 2024

Sugunadevi

... Petitioner

Vs.

- 1.The Managing Director,
The Tamilnadu Industrial Cooperative Bank Limited,
No.36, South Canal Bank Road,
Raja Annamalaipuram,
Mandavellipakkam,
Chennai - 600 028.
- 2.The Branch Manager,
TAICO Bank,
Athikulam Branch,
Madurai.
- 3.The Secretary,
The Chennai Cooperative Societies
Employees Cooperative Thrift and Credit Society Limited,
X 158, 2nd Floor,
Chennai - 600 001.
- 4.The Branch Manager,
TAICO Bank,
Madurai Branch,
No.254, Goodshed Street, 1st Floor, Madurai - 625 001. ... Respondents
(R4 is Impleaded Vide Court Order Dated.01.12.2023 in
W.M.P.(MD).No.22448 of 2023 in W.P.(MD).No.24608 of 2023)



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PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, forbearing the respondents from deducting any amount from the petitioner's salary in respect of the loan amount payable by one Thavaselvi as a surety and consequently direct the second respondent to return the already deducted amount from the petitioner's salary in respect of the loan amount payable by one Thavaslevi.

For Petitioner : Mr.B.Santhanam Rajesh Kumar

For R-3 : Mr.Anbalagan

ORDER

Heard Mr.B.Santhanam Rajesh Kumar, learned counsel appearing for the petitioner and Mr.Anbalagan, learned counsel appearing for the third respondent.

2. The petitioner is working in the second respondent Bank. One Thavaselvi, who was also working as a Clerk had availed loan from the third respondent / Co-operative Society, for which, the petitioner stood as a surety. The borrower Thavaselvi died on 15.03.2020. But for the default committed by the said Thavaselvi, the second respondent without initiating any action to have lien over the terminal benefits, has started to deduct the loan amount from the



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petitioner's salary of a sum of Rs.5,500/- per month from May 2023. Even though the petitioner stood as a surety for the loan availed by the said Thavaselvi, the second respondent ought to have taken all efforts to recover the said loan amount from the principal borrower before starting to make any deduction towards the repayment of the loan from and out of the petitioner's salary.

3. In fact, the petitioner had immediately written a letter to the third respondent about the death of the said Thavaselvi. However, the third respondent came to know through the second respondent that the deceased had already caused loss to the Bank and no amount is lying in her credit for adjusting the pending outstanding towards the loan availed by the said Thavaselvi.

4. It is not in dispute that the petitioner stood as a surety for the loan availed by the said Thavaselvi. The second respondent, in all fairness, ought to have taken all measures to recover the said loan amount from the principal borrower before making any deduction towards the repayment of the loan from and out of the petitioner's salary. Further, the petitioner has also informed about the death of the Thavaselvi to the third respondent in writing. However, the



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third respondent was informed by the second respondent about the loss caused by the deceased to the bank and that no amount whatsoever was lying in her credit so as to adjust the outstanding dues for the loan availed by the said Thavaselvi.

5. Even in such case, the third respondent ought to have initiated action to recover the loan amount from any other property left by the said Thavaselvi from the legal heirs, but, without resorting to such an exercise, the third respondent is stated to have deducted the loan amount directly from the petitioner's salary and that too, without putting the petitioner on notice.

6. In view of the same, the writ petition is **disposed of** and the respondents are directed not to deduct any further amount from the petitioner's salary who stood as a surety in respect of the loan amount payable by one Thavaselvi. No costs.

26.07.2024

NCC:yes/no
Index:yes/no
Internet:yes/no
TSG



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R.N.MANJULA, J.

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