



W.P.(MD)No.31031 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 28.03.2024

CORAM

THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P.(MD)No.31031 of 2023

Mahapriya

... Petitioner

Vs

1.The Branch Manager,
Canara Bank,
Kulithalai Branch,
Kulithalai.

2.Ganesan

3.Revathi

... Respondents

(R-2 and R-3 impleaded vide order dated 06.02.2024)

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, directing the first respondent to consider the petitioner's representation dated 19.12.2023 and thereby release the loan amount of Rs.15,00,000/- for the academic year 2023-2024.



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For Petitioner : Mr.G.Kandhavadivelan
For R-1 : Mr.V.Balasubramaniam
For R-2 : Mr.V.Malaiyendran
For R-3 : Mr.M.M.Manivelpandian

ORDER

Though the prayer is for disbursement of the loan sanctioned by Canara Bank, the issue is whether the father of an unmarried daughter is obliged to fund her higher education.

2.Respondents 2 and 3 are the parents of the writ petitioner. Their marital relationship had come under strain. They are living separately. The petitioner wanted to pursue MBBS degree course. She secured a seat in Saveetha Medical College, Chennai. Her parents jointly applied for educational loan in her name. Canara Bank granted sanction on 28.03.2022. Two installments to the tune of Rs.32.00 lakhs were disbursed. They pertained to the academic years 2021-22 and 2022-23. The amounts were directly remitted to the college account.

3.The petitioner is now in the third year. The second respondent herein, namely, the father of the petitioner declined to sign the necessary documents



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and as a result, the bank refused to release the third installment. In these circumstances, the present writ petition came to be filed.

4.It appears that the petitioner is now with the mother. The second respondent complains that she does not even talk to him. It is his further case that the third respondent is having two items of property in her name and if they are offered as additional security, he would extend his cooperation.

5.I am not impressed by the stand taken by the second respondent. The parties are Hindus and the provisions of the Hindu Adoptions and Maintenance Act, 1956 will apply. Section 20 of the Act reads as follows :

“20.Maintenance of children and aged parents.-

(1)Subject to the provisions of this section a Hindu is bound, during his or her life-time, to maintain his or her legitimate or illegitimate children and his or her aged or infirm parents.

(2)A legitimate or illegitimate child may claim maintenance from his or her father or mother so long as the child is a minor.

(3)The obligation of a person to maintain his or her aged or infirm parent or a daughter who is unmarried extends in so far as the parent or the unmarried daughter, as the case may be, is unable



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to maintain himself or herself out of his or her own earnings or other property.

Explanation.-In this section “parent “includes a childless step-mother.”

The right of an unmarried daughter even if she has attained majority to maintenance from her father is well settled [vide ***R.Kiruba Kanmani v. L.Rajan (2019) 3 L.W 734***]. In the aforesaid case, the petitioner had attained majority but was unmarried. She sought maintenance from her father by filing petition under Section 125 of Cr.Pc on the ground that she was not in a position to bear the educational expenses. The petition was rejected by the trial magistrate as not maintainable. The said order was set aside by the High Court under Section 482 of Cr.Pc and the matter was remanded to the file of the trial court.

6.The primary question that calls for consideration is whether the expression “maintenance” would include educational expenses also. The answer is found in the statutory definition itself. Section 3(b) of the Act reads as follows :



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“3. Definitions.-In this Act, unless the context otherwise requires,- ...

(b) “maintenance” includes-

(i) in all cases, provision for food, clothing, residence, education and medical attendance and treatment;

(ii) in the case of an unmarried daughter, also the reasonable expenses of and incident to her marriage...”

The father is not obliged to fulfil every fancy needs of the ward or the child. He is duty bound to make provision within reasonable limits. His financial capacity has to be taken into account. But he cannot say that his role stops with funding upto higher secondary education. In the case of unmarried daughters, he has to foot the bill for collegiate education also.

7.In this case, the father and the mother as joint applicants 1 and 2 secured educational loan for the petitioner. The first two installments have already been disbursed. At this stage, the father cannot be allowed to do an u-turn. If the flow of funds is choked, the petitioner cannot continue her



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studies. She will be in thisangu sorgam. She will be neither here nor there.

Such a situation is beyond contemplation. The principle of estoppel can be pressed into service. Because of the acts of the parents, the petitioner had altered her position. They cannot be allowed to go back. P.Ramanatha Iyer's Advanced Law Lexicon defines “maintain” as meaning “to bear the expenses of; to support; to keep up; to supply what is needed”. The father is therefore obliged to keep up his support. He must do what is needed. The bank had sanctioned the loan amount of Rs.80,00,000/- on the strength of the security offered by the father. This security will hold good. The bank need not seek any further assurance from the father. It is true that as per the terms of memorandum entered into between the parties, the second respondent has to sign the guarantee document every year. This is only a routine formality. The applicant cannot decline to perform this annual ritual. Even if the father fails to extend his cooperation, that will not make any difference. The father cannot wriggle out of the loan liability. The bank is directed to release the balance installments as per the sanction letter without any delay.

8.This Writ Petition is allowed accordingly. No costs.

28.03.2024



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NCC:yes/no
Index:yes/no
Internet:yes/no
SKM

To

The Branch Manager,
Canara Bank,
Kulithalai Branch,
Kulithalai.



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G.R.SWAMINATHAN, J.

SKM

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