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W.A.No.1024 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.03.2025

CORAM :
THE HONOURABLE MR.JUSTICE R. SURESH KUMAR
AND
THE HONOURABLE DR.JUSTICE A.D.MARIA CLETE

W.A.No.1024 of 2023

B.Balakrishnan .. Appellant
Vs.

1. The Tamil Nadu State Apex Cooperative Bank Ltd.
Rep. By its Deputy General Manager
No.4, Old No.223, NSC Bose Road
Chennai – 600 001.
2. The Managing Director
Chennai Metropolitan Water Supply and Sewerage Board
Pumping Station Road, Chinthathiripet
Chennai – 600 002. .. Respondents

Prayer: Appeal filed under Clause 15 of the Letters Patent, against the order dated 27.09.2022 made in W.P.No.8497 of 2016.

For the Appellant : Mr.Vijayalakshmi K. Rajaratnam

For the Respondent : Mr.L.P.Shanmugasundaram
for R1

Mr.Krishna Ravendran
for R2

JUDGMENT

(Judgment of the Court was authored by R.SURESH KUMAR, J.)

The present intra-Court appeal has been directed against the order of the Writ Court dated 27.09.2022 made in W.P.No.8497 of 2016.



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2. The appellant herein was the second respondent in the writ proceedings, who was an employee of the second respondent, that is the Chennai Metropolitan Water Supply and Sewerage Board. In the capacity as an employee of the second respondent, the appellant sought loan from the first respondent, who is the Tamil Nadu State Apex Cooperative Bank Limited, Chennai. The said loan amount seems to have not been settled.

3. As per the agreement between the appellant and the first respondent Bank, whatever the due amount to be paid by the appellant, is to be deducted from the salary of the appellant and be paid to the Bank. Since the same has not been honored by the second respondent employer, the first respondent Bank approached the Writ court by filing the said writ petition.

4. The said writ petition was ordered to the following effect:-

"7. In the result, the impugned order dated 20.01.2016 is quashed. Consequently, the first respondent is directed to settle the dues to the petitioner Bank, within a period of 8 weeks from the date of receipt of a copy of this order. Accordingly, the Writ Petition stands allowed. No costs. Consequently, connected miscellaneous



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petition is closed.”

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5. The learned Single Judge, having considered the binding nature of the contract between the appellant as well as the Bank, as to whether being the garnishee or not, the second respondent employer is also liable to recover the money and pay back the same to the Bank, has given the aforesaid directions in paragraph 7 of the impugned order.

6. Though this writ appeal has been filed as if the appellant employee has been aggrieved over the said order of the Writ Court which is impugned herein, today, when the appeal is taken up for hearing, *Mr.Krishna Ravendran*, learned counsel appearing for the second respondent employer, on instructions, would submit that in compliance of the orders passed by the Writ Court, on 16.12.2022, a sum of Rs.2.34 lakhs, that is the due amount payable by the appellant employee to the first respondent Bank with interest, has been paid. When that being the position, as the order of the Writ Court, given by way of directions to the second respondent employer, has been complied with and the entire due amount, payable to the first respondent Bank, also has been paid, now, there could be no direct grievance for the appellant against the said



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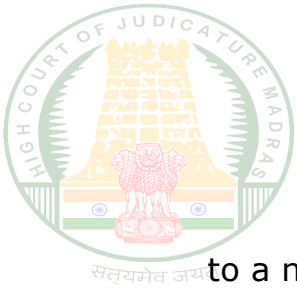
order passed by the Writ Court.

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7. However, *Ms. Vijayalakshmi K. Rajaratnam*, learned counsel appearing for the appellant would submit that the second respondent employer of the appellant has excessively paid a sum of Rs.2.34 lakhs to the first respondent Bank, as that much of amount is not the actual due amount payable by the appellant employee.

8. That issue is altogether in a different context, where, what has been the exact amount payable by the appellant with interest and if any amount has been paid excessively and whether that amount is going to be recovered from the appellant or already has been recovered, are all the factual matrix that cannot be gone into by the Writ Court or by this Court by way of an intra-Court appeal. Therefore, there is absolutely no ground to interfere with the order passed by the Writ Court dated 27.09.2022 which is impugned herein as the same has been fully complied with by the parties concerned.

9. In view thereof, by dismissing the present writ appeal, we give liberty to the appellant to agitate the issue as to whether if any due amount is still to be paid by way of any retirement benefits by the employer in the manner known to law, as that would give rise



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to a new cause of action to the appellant.

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10. With these observations, this writ appeal stands dismissed. However, there shall be no order as to costs. Consequently, C.M.P.No.10221 of 2023 is closed.

(R.S.K., J.) (A.D.M.C., J)
17.03.2025

Neutral Citation:Yes/No

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To:

1. The Deputy General Manager
The Tamil Nadu State Apex Cooperative Bank Ltd.
No.4, Old No.223, NSC Bose Road
Chennai – 600 001.
2. The Managing Director
Chennai Metropolitan Water Supply and Sewerage Board
Pumping Station Road, Chinthathiripet
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R. SURESH KUMAR, J.
AND
A.D.MARIA CLETE, J.
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