



**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED :23.09.2025**

**CORAM:**

**THE HONOURABLE MR. JUSTICE T.VINOD KUMAR**

**W.P.No.17885 of 2019**

S.Padmavathi

.. Petitioner

vs

1.Senior Manager,  
AF PS and Financial Inclusion Section  
Circle Office,  
Canara Bank,  
Teynampet,  
Chennai – 600 018.

2.The Manager,  
Canara Bank,  
Vellamada Branch,  
Saminaickenpalayam,  
Coimbatore – 641 019.

.. Respondents

Prayer: Petition filed under Article 226 of the Constitution of India, praying to issue a Writ of Certiorarified Mandamus to call for the records relating to the proceedings in MISC/BF/2019, dated 13.06.2019 on the file of the second respondent herein and to quash the same and to direct the respondents to reinstate the petitioner as the Business Facilitator of the second respondent Bank along with all monetary and all her entitlements



due from the month of December 2018, upto the date of reinstatement with interest.

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For Petitioner : M/s.Elizabeth Ravi

For Respondents : Mr.P.Raghunathan  
for Mr.T.S.Gopalan

**ORDER**

The present writ petition is filed assailing the action of the second respondent for issuing proceedings in MISC/BF/2019, dated 13.06.2019 and to quash the said proceedings with a consequential relief to reinstate the petitioner as Business Facilitator of the second respondent along with all monetary and all other entitlements due from the month of December 2018 upto the date of reinstatement with interest.

2. Heard the learned counsel for the petitioner and the learned counsel for the respondents No.1 and 2 and perused the materials available on record.

3. When the writ petition is taken up for hearing, it is clearly submitted by the learned counsel appearing for the parties that the second respondent had availed the services of the petitioner as a Business Facilitator, as per the scheme of the respondent bank which has been



discontinued with the second respondent branch with effect from 01.06.2019 and accordingly, terminated the service contract. Hence, the said contract is purely service contract entered into, between the petitioner and the respondents and as such, it is a contractual dispute.

4. Further, it is also brought to the notice of this Court that this Court in similar circumstances vide order dated 01.09.2025 in W.P.No.23767 of 2019 dealing with the contract relating to thrift deposit collections had held that the contractual dispute cannot be gone into the writ petition filed under Article 226 of the Constitution of India and the person aggrieved has to avail civil remedies provided under Civil Procedure Code by approaching the Competent Court of civil jurisdiction.

5. Learned counsel appearing for the petitioner further submitted that this Court while taking the aforesaid view had referred to the decision as held by the Hon'ble Apex Court in the case of ***Joshi Technologies International INC. vs. Union Of India & Ors.*** reported in **2015(7) SCC 728.**



6. Learned counsel appearing for the respondents while relying on the aforesaid decision of this Court would submit that even in the facts of the present case, the relationship between the petitioner and the respondents is one of contractual nature and as such, the petitioner should have availed the civil remedies provided under the Civil Procedure Code by approaching the Competent Court of civil jurisdiction.

7. In view of the aforesaid submission and for the reasons as aforesaid stated in order in W.P.No.23767 of 2019 dated 01.09.2025, this Court is of the view that the relief sought for in the writ petition cannot be granted and petitioner should be related to avail the remedies provided under the Civil Procedure Code by approaching the Competent Court of civil jurisdiction.

8. Accordingly, this writ petition is disposed of by granting liberty to the petitioner to avail appropriate remedies under the Civil Procedure Code. It is made clear that, in the event, if the petitioner choosing to avail civil remedies provided under Civil Procedure Code, the period during which the present writ petition has been pending on the file of this Court may be excluded in terms of Section 14 of the Limitation Act, 1963, if the civil suit as may be filed is otherwise within the limitation.



9. With the above observations, this writ petition is disposed of.

No costs.

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**23.09.2025**

Speaking order / Non-speaking order

Index : Yes / No

Neutral Citation : Yes / No

msv

To

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**T. VINOD KUMAR, J.**

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