APHC010468622025

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3332]**
(Special Original Jurisdiction)

SATURDAY, THE 10th DAY OF OCTOBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE RAVI CHEEMALAPATI

WRIT PETITION NO: 24922/2025

Between:

1. NALLAMALA RAMESH, S/O NALIAMALA. VENKATA SUBBAIAH, AGED ABOUT 58 YEARS, OCCUPATION . SELF EMPLOYED, R/O DOOR.NO.31-1-36-1, VENUGOPALA SWAMI STREET, NEAR BY GANDHI ROAD, AT ONGOLE, ONGOLE TOWN AND MANDAL, PRAKASAM DISTRICT, STATE OF ANDHRA PRADESH, INDIA, PIN CODE. 523001.

...PETITIONER

AND

1. THE HDFC PRIVATE LIMITED BANK, HDFC BANK CREDIT CARD OFFICE, (REPRESENTED BY ITS AUTHORIZED BANK MANAGER) R/O DOOR.NO.31-1-67, A R N COMPLEX, ANDANKI BUS STAND CENTRE, KURNOOL ROAD, OPPOSITE OF BIG C MOBILE SHOP, AT ONGOLE, ONGOLE TOWN AND MANDAL, PRAKASAM DISTRICT, STATE OF ANDHRA PRADESH INDIA, PIN CODE. 523001.

2. THE YES PRIVATE LIMITED BANK, YES BANK CREDIT CARD OFFICE, (REPRESENTED BY ITS AUTHORIZED BANK MANAGER) R/O YGS BANK TOWER, IFC - 2, 15TH FLOOR, DENAPATI BAPAT MARG, ELPHINSTONE (W), MUMBAI, STATE OF MAHARASTRA, INDIA, PIN CODE . 400013. GMAIL IS YESTOUCHCC@YESBANK.COM.

3. THE ICICI PRIVATE LIMITED BANK, ICICI BANK CREDIT CARD OFFICE, (REPRESENTED BY ITS AUTHORIZED BANK MANAGER), R/O ICICI BANK TOWERS, BANDRA - KURLA COMPLEX, MUMBAI,

STATE OF MAHARASHTRA, PIN CODE 400051. TELEPHONE.NO.91 2233667777. GMAIL IS CUSTOMER.CARE@LCICIBANK.COM.

4. THE RBL PRIVATE LIMITED BANK, RBL BANK CREDIT CARD OFFICE, (REPRESENTED BY ITS AUTHORIZED BANK MANAGER), R/O ONE WORLD CENTRE, TOWER 2B, 6TH FLOOR, 841, SENAPATI BAPAT, MARG, LOWER PAREL (W), MUMBAI, STATE OF MAHARASHTRA, INDIA, PIN CODE . 400013. GMAIL IS SUPERCARDSERVICE@RBLBANK.COM.

5. THE AXIS PRIVATE LIMITED BANK, AXIS BANK CREDIT CARD OFFICE, (REPRESENTED BY ITS AUTHORIZED BANK MANAGER), R/O AXIS HOUSE, C - 2, WADIA INTERNATIONAL CENTRE, PANDURANG BUDHKAR MARG, WORLI, MUMBAI, STATE OF MAHARASHTRA,INDIA, PIN CODE . 400025. GMAIL IS NODAL.OFFICER@AXISBANK.COM.

6. THE STATE BANK OF INDIA, SBI CREDIT CARD OFFICE, (REPRESENTED BY ITS AUTHORIZED BANK MANAGER) R/O DLF INFINITY TOWERS, TOWER C, 12TH FLOOR, 2ND BLOCK, 3RD BUILDING, DKF CYBER CITY, GURGAON, STATE OF HARYANA, INDIA, PIN CODE . 122002. GMAIL IS CUSTOMERCARE@SBICARD.COM.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased topleased to issue appropriate writ or order or direction more particularly one in the nature of WRIT OF MANDAMUS to take into the consideration of the petitioner and declaring the action of the 1st respondent not considering the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.3,51,672/- (Three Lakhs Fifty One Thousand Six Hundred Seven Two Rupees Only) under the OTS (One Time Settlement) scheme to the petitioner, 2nd respondent not considering the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan

approximately worth Rupees Rs.47,000/- (Fourty Seven Thousand Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, 3rd respondent not considering the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.2,55,773/- (Two Lakhs Fifty Five Thousand Seven Hundred Seventy Three Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, 4th respondent not considering the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.2,36,000/- (Two Lakhs Thirty Six Thousand Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, 5th respondent not considering the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.46,542/- (Fourty Six Thousand Five Hundred Fourty Two Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, respondent not considering the request letter of the petitioner dated 30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.1,82,595/- (One Lakh Eighty Two Thousand Five Hundred Ninety Five Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner without grant a time to the petitioner to repay the total balance amount and put a highly pressure against the petitioner and his family members as the same is M'lyWy Illegal arbltraTy uricwistltutional and violation of the Article 14,Article 19 and Article 21 of the Constitution of India and consequently direct the 1st respondent to consider the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.3,51,672/- (Three Lakhs Fifty One Thousand Six Hundred Seven Two Rupees Only) under the OTS (One Time Settlement) scheme to the petitioner, direct the 2nd respondent to consider the request letter of the petitioner dated 30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due loan approximately worth Rupees Rs.47,000/- (Fourty Seven

Thousand Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, direct the 3rd respondent to consider the request letter of the petitioner dated 30-07-2025 for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.2,55,773/- (Two Lakhs Fifty Five Thousand Seven Hundred Seventy Three Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, direct the 4th respondent to consider the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.2,36,000/- (iwo Lakhs Thirty Six Thousand Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, direct the 5th respondent to consider the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.46,542/- (Fourty Six Thousand Five Hundred Fourty Two Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, direct the 6th respondent to consider the request letter of the petitioner dated '30-07-2025' for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.1,82,595/- (One Lakh Eighty Two Thousand Five Hundred Ninety Five Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner and pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased pleased to take into the consideration of the petitioner, and may be pleased to direct the respondent to consider the request letter of the petitioner dated “30-07-2025” for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.3,51,672/- (Three Lakhs Fifty One Thousand Six Hundred Seven Two Rupees Only) under the OTS (One Time Settlement) scheme to the petitioner, direct the 2nd respondent to consider the request letter of the petitioner dated “30-07-2025” for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance

amount of loan approximately worth Rupees Rs.47,000/- (Fourty Seven Thousand Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, direct the 3rd respondent to consider the request letter of the petitioner dated “30-07-2025” for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.2,55,773/- (Two Lakhs Fifty Five Thousand Seven Hundred Seventy Three Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, direct the 61 4th respondent to consider the request letter of the petitioner dated “30- 07-2025” for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.2,36,000/- (Two Lakhs Thirty Six Thousand Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, direct the 5th respondent to consider the request letter of the petitioner dated 30-07-2025” for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.46,542/- (Fourty Six Thousand Five Hundred Fourty Two Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner, direct the 6th respondent to consider the request letter of the petitioner dated “30-07-2025” for seeking the relief is accept or agree the OTS (One Time Settlement) scheme and grant a five years time for repayment of the total due balance amount of loan approximately worth Rupees Rs.1,82,595/- (One Lakh Eighty Two Thousand Five Hundred Ninety Five Rupees Only) under the OTS (One Time Settlement) scheme to me or the petitioner and pass

IA NO: 2 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased pleased to grant stay for all further proceedings of the repayment of total due balance amount of loans by the petitioner to the 1st respondent to 6th respondent including the monthly payments of EMIS by the petitioner to the 1st respondent to 6th respondent till the disposal of the main writ petition and pass and pass

Counsel for the Petitioner:

1. GOURAVARAPU VENKATA LEELA SUNDARAM

Counsel for the Respondent(S):

1. VARAPRASAD NEPPALI

ORDER

This writ petition is filed questioning the inaction of the respondent banks in considering the representation dated 30.07.2025 submitted by the petitioner for extending the benefit of One Time Settlement and for granting time for repayment of the balance amount due.

2. Heard Sri Gouravarapu Venkata Leela Sundaram Reddy, learned counsel for petitioner and Sri Varaprasad Neppali, learned Standing counsel.

3. The prime grievance of the petitioner is non-consideration of his representation submitted to the respondent banks requesting them to grant him the relief of One Time Settlement (OTS).

4. The Hon'ble Supreme Court of India in ***Bijnor Urban Cooperative Bank Limited and others v. Meenal and others, Civil Appeal No.7411 of 2021***, held as follows:

> *"11. The sum and substance of the aforesaid discussion would be that no writ of mandamus can be issued by the High Court in exercise of powers under Article 226 of the Constitution of India, directing a financial institution/bank to positively grant the benefit of OTS to a borrower. The grant of benefit under the OTS is always subject to the eligibility criteria mentioned under the OTS Scheme and the guidelines issued from time to time. If the bank/financial institution is of the opinion that the loanee has the capacity to make the payment and/or that the bank/financial institution is able to recover the entire loan amount even by auctioning the mortgaged property/secured property, either from the loanee and/or*

guarantor, the bank would be justified in refusing to grant the benefit under the OTS Scheme. Ultimately, such a decision should be left to the commercial wisdom of the bank whose amount is involved and it is always to be presumed that the financial institution/bank shall take a prudent decision whether to grant the benefit or not under the OTS Scheme, having regard to the public interest involved and having regard to the factors which are narrated hereinabove.

12. In view of the aforesaid discussion and for the reasons stated above, we are of the firm opinion that the High Court, in the present case, has materially erred and has exceeded in its jurisdiction in issuing a writ of mandamus in exercise of its powers under Article 226 of the Constitution of India by directing the appellant-Bank to positively consider/grant the benefit of OTS to the original writ petitioner."

5. The aforesaid principle makes it clear that consideration of an OTS proposal is essentially within the contractual domain of the concerned bank/financial institution, subject to the applicable scheme, guidelines, eligibility conditions and the decision-making framework of the Bank. This Court, in exercise of its extraordinary jurisdiction under Article 226 of the Constitution of India, cannot substitute its own view for that of the Bank in a matter relating to settlement of its financial dues or compel the Bank to extend the benefit of an OTS scheme to a borrower, who may not satisfy the prescribed eligibility criteria.

6. In view of the above, extension of benefit under One Time Settlement cannot be sought as a matter of right. It is also fairly settled that in public law, the principle that a writ petition is not maintainable without proof of an infringement of a legal right is a cornerstone of judicial review.

7. In the above view of the matter, since there is no infringement of any legal right, this writ petition is liable to be dismissed.

8. Accordingly, the writ petition is dismissed. There shall be no order as to costs.

Pending miscellaneous petitions, if any, shall stand closed.

JUSTICE RAVI CHEEMALAPATI

10th October, 2026

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