



WP No.48150 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.02.2026

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

W.P.No.48150 of 2025

M/s.Kalaianjan Homes LLP,
Represented by its Partner,
Mr.C.Kalaichelvan,
5th Floor, Nelson Tower, II Wing,
117, Nelson Manickam Road,
Aminjikarai,
Chennai 600 029

... Petitioner

Vs.

M/s.Canara Bank,
Represented by its Chief Manager,
No.73/6, 6th Avenue,
Anna Nagar,
Chennai 600 040

... Respondent

PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, to direct the respondent to pay a sum of Rs.41,01,438/- (Rupees Forty one Lakh One Thousand Four Hundred and Thirty Eight only) towards arrears of rent and damages along with interest to the petitioner within the time frame that may be fixed by this Court.



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For Petitioner : Mr. V.R.Kamalanathan
for Mr.R.Manibarathi
For Respondents-1 to 3 : Mr.Regunathan
for M/s.T.S.Gopalan and Co.

ORDER

This writ petition has been filed seeking a direction to the respondent to pay a sum of Rs.41,01,438/- (Rupees Forty One Lakh One Thousand Four Hundred and Thirty Eight only) towards arrears of rent and damages along with interest to the petitioner within a time frame to be fixed by this Court.

2. The petitioner had purchased the subject property in a SARFAESI auction conducted by the Authorized Officer, State Bank of India, MRC Nagar Branch, on 24.11.2023. The petitioner was declared the highest bidder for a sum of Rs.7,39,00,000/-. The petitioner paid the entire sale consideration, and a Sale Certificate dated 11.12.2023 was issued and registered on 23.01.2024, thereby vesting absolute title in favour of the petitioner. The borrowers had challenged the auction proceedings before the Debts Recovery Tribunal-III, Chennai in S.A.No.615/2023, and the tenant also filed NDN No.1524/2024. By order dated 09.12.2024, the Tribunal had directed the tenant to vacate and hand



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over vacant possession on or before 31.03.2025. Subsequently, S.A.

No.615/2023 was dismissed on 12.08.2025. Despite the same, the respondent had continued to occupy the property without authority and failed to pay rent from November 2023 to March 2025. The respondent is liable to pay arrears of rent for 17 months at Rs.1,40,399/- per month along with damages and interest, totaling Rs.41,01,438/-. A demand notice dated 10.10.2025 was issued to the respondent, however, no payment was made. Hence, the present writ petition has been filed seeking a direction to the respondent to pay the said amount.

3. Heard the learned counsels on both sides and perused the materials available on record.

4. From the records, it is seen that the issue involves a disputed question of fact, as the Bank has disputed the very liability to pay the amount claimed by the petitioner. Determination of such liability would require examination of contractual obligations between the parties and disputed facts, which cannot be undertaken in proceedings under Article 226 of the Constitution of India. The Hon'ble Supreme Court, in its judgment reported in **(2000) 6 SCC 293 (Kerala State Electricity Board and Another**



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vs. Kurien E. Kalathil and Others), has observed as follows:

“10. The interpretation and implementation of a clause in a contract cannot be the subject-matter of a writ petition. Whether the contract envisages actual payment or not is a question of construction of contract. If a term of a contract is violated, ordinarily the remedy is not a writ petition under Article 226. We are also unable to agree with the observations of the High Court that the contractor was seeking enforcement of a statutory contract. A contract would not become statutory simply because it is for construction of a public utility and it has been awarded by a statutory body.”

In another judgment reported in (1999) 4 SCC 450 (**Hindustan Petroleum Corporation Ltd. and Another vs. Dolly Das**), the Hon’ble Supreme Court has held as follows:

“7. In the absence of constitutional or statutory rights being involved, a writ proceeding would not lie to enforce contractual obligations even if it is sought to be enforced against the State or to avoid contractual liability arising therefrom. In the absence of any statutory right, Article 226 cannot be availed to claim any money in respect of breach of contract or tort or otherwise. In the present case, the appellants have sought to exercise their powers under Section 7 of the Act and, therefore, though the other consequences



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may be contractual in nature, the exercise of the right being under a statute, it cannot be said that the respondent could not approach the writ court.”

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5. In the light of the above settled legal position, this Court is of the view that the present writ petition, which seeks recovery of money arising out of contractual obligations and involves disputed questions of fact, is not maintainable under Article 226 of the Constitution of India. Accordingly, this Writ Petition is dismissed. Accordingly, this Writ Petition is dismissed. No costs.

18.02.2026

Index : Yes/No
Speaking Order : Yes / No
srn

To

The Chief Manager,
M/s.Canara Bank,
No.73/6, 6th Avenue,
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Chennai 600 040



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P.T. ASHA, J,

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