

(2022) 12 KL CK 0015
In the High Court Of Kerala
Case No : Writ Appeal No.1774 Of 2022

Sreeja

APPELLANT

Vs

Kalliyoor Ksheerolpadaka Co Operative Society Ltd

RESPONDENT

Date of Decision : 01-12-2022

Acts Referred:

Constitution of India, 1950 — Article 12, 226

Citation : (2022) 12 KL CK 0015

Hon'ble Judges : A.K. Jayasankaran Nambiar, J;Mohammed Nias C.P, J

Bench : Division Bench

Advocate : V.G.Arun, V.Jaya Ragi, R.Harikrishnan, Neeraj Narayan, P.V.Baby, Bijoy Chandran

Final Decision : Dismissed

Judgement

Mohammed Nias.C.P.J.,

1. The above Writ Petition is posted before us on account of the reference order dated 16th June, 2003 regarding the maintainability of a Writ Petition in service matters of the Catholic Syrian Bank Limited, which according to the learned Single Judge are governed by contract and not by any statutory rules. On the finding that there is conflicting views in the judgment in Writ Appeal 1202/99 and the judgment in C.J. Thomas v. South Indian Bank Ltd. [1987 (1) KLT 101], the above Writ Petition was referred.

2. It is conceded by both sides that the issue referred is no longer res integra. A Division Bench of this Court in the decision reported in Mathew Ignituous C. v.The Catholic Syrian Bank Limited and Others [MANU/KE/4357/2019]: [2019 (4) KLT 597] clearly held dealing with the very same bank, Catholic Syrian Bank Ltd. which is a scheduled bank and registered as Company under the Companies Act that it does not fall within the definition of 'State' or other authorities' in Article 12 and therefore, the bank cannot be termed as an institution or Company performing any public function and the dispute arising out of the contract of

personal service between the bank and the employee is not amenable to the writ jurisdiction under Article 226 of the Constitution of India.

3. The decision of the Supreme Court in *Federal Bank Ltd. v. Sagar Thomas and Ors.* [(2003) 10 SCC 733] and also the judgment in *U.P. State Co-operative land Development Bank Ltd, v. Chandraban Dhube* [AIR 1999 SC 753], which is referred in the reference order were considered by the Bench by holding that no writ would lie against the scheduled bank. Under such circumstances, reference is answered as above and the Writ Petition is dismissed.