

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON
09.09.2026PRONOUNCED ON
16.10.2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

Arb Appln.No.1892 of 2026

Mr.G.Ganapathy

... Applicant

Vs

State Bank of India Officers' Association
(Chennai Circle),
a Trade Union registered under the Trade
Unions Act,1926,
Rep., by its General Secretary,
(Regd.No.2/MDS), having its registered office at
86, Rajaji Salai, Chennai – 600 001.

..Respondent(s)

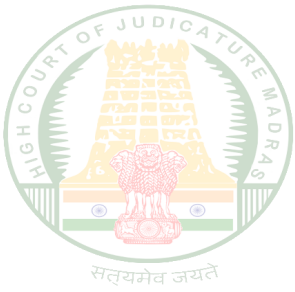
PRAYER:- This Arbitration Application had been filed under Order XIV Rule 8 of O.S.Rules r/w Section 9 (2) (a) (d) of the Arbitration and Conciliation Act, 1996 to stay the operation of the order dated 28.07.2026 bearing reference ORG/20/2026 passed by the respondent removing the applicant from the Executive Committee and from the primary membership of the respondent pending constitution of the Arbitral Tribunal under Bye-law 39 of the respondent's Bye-laws and pending final disposal of the arbitral proceedings to be initiated thereunder

For Appellant(s):

Mr.M.Santhana Raman

For Respondent(s):

Mr.R.Shivakumar
for M/s.K.M.Vijayan Associates



ORDER

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This Application had been filed to stay the operation of the order, dated 28.07.2026 bearing reference ORG/20/2026 passed by the respondent removing the applicant from the Executive Committee and from the primary membership of the respondent pending constitution of the Arbitral Tribunal under Bye-law 39 of the respondent's Bye-laws and pending final disposal of the arbitral proceedings to be initiated.

2. Heard Mr.M.Santhana Raman, learned counsel appearing for the applicant and Mr.R.Shivakumar, learned counsel appearing for the respondent.

3. The learned counsel appearing for the applicant would submit that the applicant had joined the services of the State Bank of India and had enrolled himself as a member of the respondent Association. He was elected as a Deputy Regional Secretary of the Madurai Module in the year 2020 and thereafter was elected as Regional Secretary of the Madurai Module in the elections held in April 2024. He would submit that owing to his election to the said post, he also holds the position of the Correspondent of SBOA CBSC School, Madurai, *ex officio* which is managed by the SBI Educational Trust. He would submit that various other benefits are also bestowed on the elected representatives. An untoward incident due to the conduct of the one Deputy Manager, who was also holding the post of Zonal Secretary, Zone-II, Madurai of the Association, the



applicant was abused both physically and verbally inside the back premises.

Hence, the applicant had given a written complaint against the said person and

there was a counter complaint against the applicant much belatedly. To maintain

a harmony and on the intervention of the President and the General Secretary of

the Association, the applicant had withdrawn his complaint, but however, as

promised the third party had not withdrawn the complaint. In that regard, the

applicant was called upon by the General Secretary to submit an explanation on

the basis of the complaint given by the third party, without even furnishing the

copy of the complaint. Thereafter on a request made by the applicant, the

complaint copy was given and explanation was also submitted to by the

applicant. He would submit that a fast inquiry committee was constituted which

was wholly biased and prejudicial to the interest of the applicant. In spite of

bringing to notice of the biased nature in which a committee was formed,

whereunder it was sought to change the Committee, the General Secretary had

declined the request. In violation of the canons of principles of natural justice

and other administrative principles, an order of removal was made, however

even before the same, the respondent had announced appointment of a Regional

Secretary by co-option and such an appointment was also wholly bad on the

date of such co-option, the applicant was still performing in the post of Regional

Secretary. He would submit that he would also be discontinued from his

primary membership and hence, it is just necessary that the order of removal

would have to be stayed, otherwise it would cause severe prejudice to the

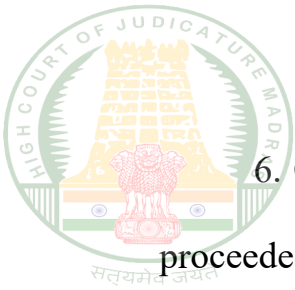


applicant, as the applicant would not be even a primary member of the association and would also be denied of the various benefits in that regard.

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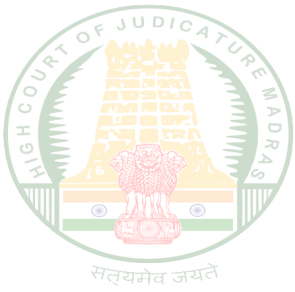
4. Countering his arguments, the learned counsel appearing for the respondent would submit that there has been a valid removal of the applicant from the membership of the respondent association for his acts of violation that had been committed by him as against an other office bearers of the association. That apart, he would submit that such a valid exercise of the powers vested under the bye-law by the Executive Committee cannot be attempted to be thwarted by the applicant which could be redeemed by filing an appeal before the General Body as per the bye-laws of the association. He would submit that the bye-laws provide a mode of adjudication namely an appeal as specified under clause 76, the attempt made by the applicant to invoke a clause of Arbitration cannot be applicable to the facts of the present case and the applicant cannot be entitled for any relief under Section 9. That apart, he would submit that the issue is not arbitrable and only remedy available with the applicant would be approaching the competent Civil forum in that regard. Hence, he seeks dismissal of the application.

5. I have considered the submissions made by the learned counsels appearing on either side and perused the materials placed on record.



6. On the allegations of a misconduct by the applicant, the applicant was proceeded with under the bye-laws of the respondent association and thereafter, had been removed not only from the elected post of Regional Secretary, but also from the primary membership of the association. Clause 35 to 44.2 deals with the role of the Executive committee. Clause 74 to 81 deals with the removal/cessation of member/Office-bearer. Under the clause 74, the Executive Committee had been vested with the power to remove from the membership of the association from any member whose conduct in the opinion of the committee is contrary or detrimental to interest of the association. If a member is removed, he has a right to file an appeal to the General Body. Clause 79 deals with the removal of a member of the executive committee. No appeal had been filed for removal from the Executive committee. Clause 39 which has been relied upon for arbitration envisages that any dispute with regard to the interpretation of the bye-law or where the bye-laws are silent or any action of the Secretariat/Office bearers, would have to be referred to the Executive Committee and if the serious differences on the decision of the Executive Committee, then the same shall be referred to a voluntary arbitration. It is only clause which provides for an arbitration under the bye-law. For better appreciation, the aforesaid clause 39 is extracted hereunder:-

“ 39. Any dispute in regard to the interpretation of these Bye-laws or where the bye-laws are silent or any action of the Secretariat/Office bearers, there under shall be referred



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to the Executive Committee at the next meeting who after hearing all the disputants shall decide the matter. If serious difference arises on the decision of the Executive Committee on a matter of substantial importance, the dispute shall be referred to voluntary arbitration. For this purpose the Executive Committee shall constitute a panel of arbitrators and lay down procedures for reference of disputes for arbitration. No member shall approach any Court of law for redressal of such grievances without availing the above mentioned domestic forum.”

7. A reading of the said bye-law as indicated above would mean that only if differences arise in the Executive committee on the interpretation of a bye-law or where the bye-laws are silent/any action of the Secretariat/Office bearers, there is a difference arising on the decision of the Executive committee only then such matters could be referred to arbitration.

8. When that being the interpretation, this Court is of the view that the applicant for resolving a dispute that arises out of his removal from membership of the association including his elected post cannot be subject matter of an arbitration, as there is no arbitration clause for resolving such a dispute.

9. In that regard, this Court is of the view that the present Section 9 Application is not maintainable and the same is accordingly dismissed.



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Order QR

However, there shall be no order as to costs.

16.10.2026

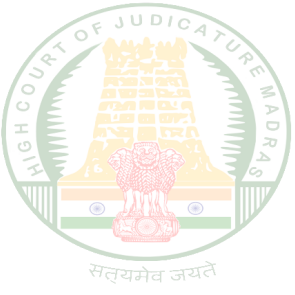
Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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Arb A.No.773 of 2



Order QR

K.KUMARESH BABU, J.

PBN

A Pre-delivery Order made in
Arb Appln.No.1892 of 2026

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