



W.P.Crl.No.1824 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.07.2026

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CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

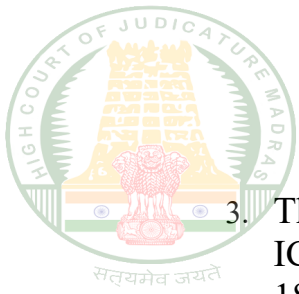
W.P.Crl.No.1824 of 2026
and WPMP.Crl.No.655 of 2026

1. Dr.J.Hasmath Farzana
Rep by its Director,
Safaa Medical Centre,
No.83C, West Ponnurangam Road,
R.S.Puram,
Coimbatore - 641 002.
2. Dr.Sahufar Sadiq,
Rep by its Director,
Safaa Medical Centre,
No.83C, West Ponnurangam Road,
R.S.Puram,
Coimbatore - 641 002.

..Petitioner(s)

Vs

1. The Commissioner of Police
Coimbatore.
2. The State Rep by
The Inspector of Police
R.S. Puram Police Station,
Coimbatore City.
Coimbatore - 641 018.



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3. The Branch Manager
ICICI Bank,
183, Red Rose Towers,
D.B.Road, R.S.Puram,
Coimbatore - 641 002.

..Respondent(s)

Prayer: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the 3rd Respondent to defreeze the petitioners bank account Nos.034205011771 with ICICI Bank, R.S.Puram Branch based on the intimation received from the 3rd Respondent bank dated 20.06.2026.

For Petitioners : Mr.Hasan Mohamed Jinnah
Senior Counsel
For Mr.S.Udayakumar

For Respondent : Mr.R.Ganesh Kumar
Counsel for Government of Tamil Nadu
(Criminal Side)

ORDER

This Writ Petition has been filed for direction directing the third respondent to defreeze the petitioners' account No. 034205011771 with ICICI Bank, R.S.Puram Branch.

2. The petitioners are the husband and wife and professionally they are doctors. They availed home loan from the Life Insurance Corporation Housing Finance Limited (hereinafter referred to as "LIC-



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HFL”) with the third respondent bank to the tune of Rs.2,92,00,000/-.

Though they repaid the loan amount without any default, during Covid-19 pandemic, they committed default since there was a financial crisis. Therefore, their loan account became a non performing asset. The LIC-HFL initiated proceeding as against the petitioner under the SARFAESI Act and the property, which was given as security while availing housing loan, situated at Site No.27 Part, TS.No.192, Ward 8 Block B, West Poonurangam Road, Mettupalayam, Thadagam Extension, Coimbatore, to an extent of 2445 sq.ft., viz., the hospital building and the same was sold in favour of the auction purchaser. While pending the issuance of sale certificate, there was a negotiation between the petitioner and the LIC-HFL in which they arrived for a One Time Settlement (hereinafter referred to as “OTS”) to the tune of Rs.4,00,00,000/- for the closure of entire loan account.

3. In order to comply the terms of OTS, the petitioners approached various financial institutions for obtaining a takeover loan. During such course, the petitioner met the REPCO bank, who informed the petitioners that owing to their poor credit score that they are not eligible for a takeover loan. However, they introduced one Vijayakumar and Balaji who represented themselves as brokers engaged in arranging

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financial assistance. They introduced one Karthika Kanagaraj and Maharaja, who are carrying on finance business. The said financiers agreed to settle the petitioner's loan account on OTS. Accordingly, the said financier Karthika Kanagaraj had transferred a sum of Rs.3,00,00,000/- by way of bank transaction and one another person Maharaja had also transferred a sum of Rs.94,00,000/- to the petitioners' account. The petitioners also agreed to pay interest at the rate of 18% per annum for the amount borrowed by them. As per the OTS terms, the petitioner already paid a sum of Rs.2,43,00,000/- and the remaining amount to be settled on or before 30.07.2026 to the LIC-HFL.

4. However, in the meanwhile, the said financiers asked for exorbitant interest, even before settling the loan account under OTS. Therefore, the petitioners lodged complaint before the second respondent. On receipt of the said complaint, the second respondent summoned the counter parties viz., the financiers and on their request the second respondent issued instruction to the third respondent bank to freeze the account in which, the petitioners are holding account and the loan amount was transferred by the counter parties viz., the financier in the said account. When the petitioners are about to settle the final instalment under OTS in favour of the LIC-HFL, the second respondent had

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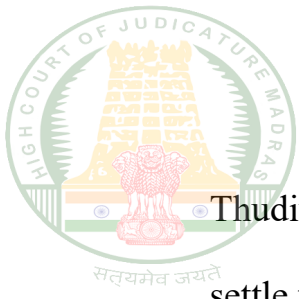
instructed the third respondent to freeze the petitioners' account.

Therefore, the petitioners could not able to operate their account and could not able to comply the terms and conditions of OTS with LIC-HFL.

5. On instruction, the learned Government Counsel appearing for the respondents 1 & 2 submitted that though the petitioner lodged complaint alleging that the financiers are charging exorbitant interest, in order to protect the interest of the financiers, the second respondent instructed the third respondent to freeze the petitioners' account.

6. Heard the learned counsel appearing on either side and perused the materials placed before this Court.

7. Admittedly, the petitioners only lodged complaint and on receipt of the same no FIR has been registered so far. Further the financiers did not lodge any complaint alleging that the petitioners are intended to cheat them without repaying the loan amount. The agreement between the petitioners and the private financiers is that after settling the entire loan account with the LIC-HFL, the property which was mortgaged as security while availing the housing loan will be redeemed and thereafter the very same property to be mortgaged with the REPCO bank,



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Thudiyalur Branch, Coimbatore District to borrow further loan in order to settle the financiers.

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8. Further, the third respondent cannot issue any instructions to any bank without the registration of FIR, except in the cases dealt with by the Cyber Crime Wing relating to online trading frauds. At the same time, the interests of the financiers must also be protected, as only after redeeming the property, the petitioners can avail a fresh loan to settle the amounts due to the financiers.

9. In view of the above facts and circumstances, the third respondent is directed to permit the petitioners to operate their account forthwith, in order to fulfil the terms and conditions of the OTS with LIC-HFL, on condition that upon fulfilment of the terms and conditions of the OTS, The Manager, LIC-HFL shall directly hand over the original parent documents to REPCO Bank, Thudiyalur Branch, Coimbatore, for the purpose of creating a mortgage by way of a Memorandum of Deposit of Title Deeds. Thereafter, in the presence of the financiers, namely, Karthika Knagaraj and Maharaja, the Manager of REPCO Bank shall disburse the loan amount already requested by the petitioners.



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10. With the above directions, the Writ Petition stands disposed of. Consequently, connected miscellaneous petition is closed. There shall be no order as to cost.

28.07.2026

Index : Yes/No
Neutral citation : Yes/No
Speaking/non-speaking order

Note :- Issue order copy today
ie., on 28.07.2026

rts

To

1. The Commissioner of Police
Coimbatore.

2. The Inspector of Police
R.S. Puram Police Station,
Coimbatore City.
Coimbatore - 641 018.

3. The Branch Manager
ICICI Bank,
183, Red Rose Towers,
D.B.Road, R.S.Puram,
Coimbatore - 641 002.

4. The Manager, LIC-HFL
Tristar Towers, 2nd Floor,
657, Avinashi Road,
Coimbatore – 641 037



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G.K.ILANTHIRAIYAN. J,

rts

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5. The Manager,
REPCO Bank,
Thudiyalur Branch,
Coimbatore,

6. The Public Prosecutor,
Madras High Court,
Chennai.

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