

W.P(MD)No.18548 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 02.07.2026

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THE HONOURABLE MR. JUSTICE **C.V.KARTHIKEYAN**
AND
THE HONOURABLE MR. JUSTICE **R. SAKTHIVEL**

W.P(MD)No.18548 of 2026
and
W.M.P(MD)No.13717 of 2026

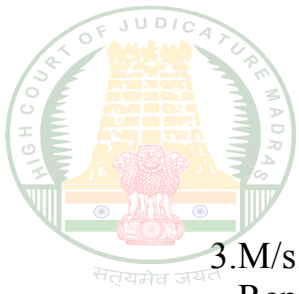
M/s.Susee Auto Plaza Private Limited,
Plot No.H-4, SIDCO Industrial Estate,
Kappalur, Madurai-625 008.
Represented by its Director

: Petitioner

Vs

1.M/s.Axis Bank Limited,
Represented by its Authorized Officer,
Axis Bank-Legal Team,
Door No.31, Old No.14,
South Mada Street,
Mylapore, Chennai 600004.

2.The Branch Manager,
Axis Bank Limited,
No.37, Naicker New Street,
Madurai-625 001.



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3.M/s.Siva Automotive Trading Private Limited,
Represented by its Director,
No.2C, Gatelock Road,
Madurai 625 009.

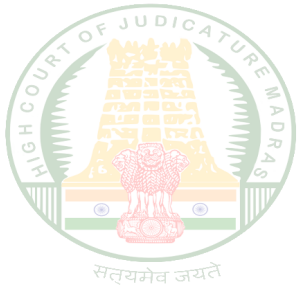
4.M/s.Susee Automobiles Private Limited,
Represented by its Managing Director,
Having Office at
25, Tamil Sangam Road,
Madurai-625 001.

: Respondents

PRAYER :-

Writ Petition is filed under Article 226 of the Constitution of India, praying this court to issue a Writ of Mandamus, directing the respondents 1 and 2 to consider the petitioner's representation dated 07.05.2026 and pass appropriate orders thereon, including release of the petitioner's property bearing Plot No.H-4, SIDCO Industrial Estate, Kappalur, Madurai, from the security interest and encumbrances created in favour of the respondent Bank, upon payment of Rs.9.25 crores, being the auction sale consideration accepted by the respondent Bank in the auction sale conducted pursuant to the e-auction notice dated 13.08.2025 and subsequently set aside by the Debts Recovery Tribunal, Madurai in S.A.No.805 of 2025.

For Petitioner : Mr.Y.Prakash



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ORDER

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(Order of the Court was made by **C.V.Karthikeyan, J.**)

The writ petition has been filed in the nature of a Certiorarified Mandamus seeking a direction to the respondents 1 and 2 to consider the representation given by the petitioner on 07.05.2026.

2.It is contended that the fourth respondent is one of the group companies of the petitioner, and it is admitted that the Directors of the petitioner and the fourth respondent are spouses, who had borrowed amounts from the respondents 1 and 2. They have not repaid the amounts. The petitioner's property had been offered as collateral security. It had been brought for auction. The upset price was determined at Rs. 9.25 crores. The third respondent herein was declared to be the successful auction purchaser. That particular auction process was challenged by the fourth respondent before the Debt Recovery Tribunal. By an order dated 28.04.2026, the Debt Recovery Tribunal at Madurai, in S.A.No.805 of 2025, had set aside the said sale and directed the fourth



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respondent to refund the entire sale consideration to the auction purchaser/third respondent. It is contended that the fourth respondent had repaid the entire sale consideration. Now, the petitioner herein had come forward with a representation to redeem the property by paying a sum of Rs.9.25 crores to the respondents 1 and 2. A mandamus is now sought seeking against the respondents 1 and 2 to consider the representation of the petitioner herein.

3.We are not inclined to issue any such Mandamus. The borrowing by the fourth respondent is governed by an agreement with the respondents 1 and 2. The terms of the agreement had been violated by the fourth respondent, and a breach had been committed. The respondents 1 and 2 are entitled to enforce the default clause in the agreement and bring the property offered as security for sale. We are not aware as to what the total amount borrowed was or what the total amount, together with interest, has now accrued to. The petitioner, is one of the group companies of the fourth respondent. If the petitioner had really been interested, it could have participated in the auction, outbid the third



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respondent, and purchased the property. First, they had taken a conscious decision not to participate in the auction and now seek to force respondents 1 and 2 to limit their claim to Rs.9.25 crores alone. The petitioner may pay the entire amount borrowed that is due from the fourth respondent and seek appropriate reliefs, but a mandamus can never be issued on the terms of a contract, particularly one relating to lending and borrowing of loans. We are not inclined to issue any such direction. Hence, this petition stands dismissed. No costs. Consequently, connected miscellaneous petition is closed.

(C.V.K., J) & (R.S.V., J)
02.07.2026

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NCC : Yes

To

1.M/s.Axis Bank Limited,
Represented by its Authorized Officer,
Axis Bank-Legal Team,
Door No.31, Old No.14,
South Mada Street,
Mylapore, Chennai 600004.



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**C.V.KARTHIKEYAN, J.
and
R.SAKTHIVEL, J.**

sjj

2.The Branch Manager,
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Madurai-625 001.

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