IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.MUHAMED MUSTAQUE

TUESDAY, THE 16TH DAY OF JUNE 2015/26TH JYAISHTA, 1937

WP(C).No. 15720 of 2015 (L)
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PETITIONER(S):

RINU MATHEW, AGED 26 YEARS,
W/O.SANJAY SUBBARAO NIGAM, SANJAY NIVAS,
MULANTHURUTHY, ERNAKULAM.

BY ADVS.SRI.K.R.VINOD
MS.JENCY SUSAN JOSE
SRI.V.SRI NATH

RESPONDENT(S):
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1. **STATE BANK OF TRAVANCORE,**
   M.G.ROAD BRANCH,
   ERNAKULAM, REP. BY ITS BRANCH MANAGER - 682 011.

2. **THE AUTHORIZED OFFICER,**
   STATE BANK OF TRAVANCORE, M.G.RAOD BRANCH,
   ERNAKULAM 682011.

BY ADVS. SRI.SATHISH NINAN
SRI.SANTHOSH MATHEW

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 16-06-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

msv/

WP(C).No. 15720 of 2015 (L)

APPENDIX

PETITIONER(S)' EXHIBITS

EXT. P1: TRUE COPY OF THE SALE DEED NO.3677/2008 OF SRO MULANTHURUTHY.

EXT. P2: THE COPY OF THE NOTICE DATED 2/3/2015 ISSUED BY THE RESPONDENTS U/S.13(2) OF THE SARFAESI ACT

RESPONDENT(S)' EXHIBITS:

EXT.R1(a): TRUE COPY OF THE SANCTION LETTER DTD.14.6.2013 ISSUED BY THE RESPONDENT BANK.

EXT.R1(b): TRUE COPY OF THE LETTER DTD.18.9.2013 ISSUED BY THE PETITIONER TO THE RESPONDENT BANK.

EXT.R1(c): TRUE COPY OF THE GUARANTEE AGREEMENT DTD.18.6.2013 EXECUTED BY THE PETITIONER AND HER HUSBAND.

//TRUE COPY//

P.S.TO JUDGE

Msv/

A.MUHAMED MUSTAQUE, J.

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W.P.(C) No.15720 of 2015

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Dated this the 16th day of June, 2015

JUDGMENT

The petitioner has approached this Court challenging the action of the Bank not releasing Ext.P1 sale deed No.3677/2008 of the SRO, Mulanthuruthy. The petitioner submits that he has given the document for the purpose of securing a Bank guarantee and thereafter, the Bank guarantee could not be availed for certain other reasons and therefore, he is entitled to get back the document.

2. The respondents 1 and 2 have filed a statement. It is stated that this document was given as a security for certain other transaction entered into with the Bank and therefore, the document cannot be released.

3. The petitioner disputes the claim of the Bank and submits that the above document is not form part of any loan agreement executed by the petitioner for securing any loan other than the Bank guarantee.

4. It is the admitted fact that the petitioner did not avail Bank guarantee. The question is only whether the document referred as

above would form part of any loan agreement entered into with the Bank by the petitioner. Essentially, this is a question of disputed fact and the petitioner's remedy is to challenge the same in appropriate manner at appropriate level. Leaving open the above issue, this writ petition is disposed of and the petitioner is at liberty to challenge the action of the Bank in not releasing the document by disputing the same before the Appropriate Authority.

Sd/-

A.MUHAMED MUSTAQUE, JUDGE

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