



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 06.11.2015

CORAM :

THE HONOURABLE MR.JUSTICE V.RAMASUBRAMANIAN
and
THE HONOURABLE MR.JUSTICE N.KIRUBAKARAN

Writ Petition (MD) No.20233 of 2015

M.Muthukaruppan

... Petitioner

Vs.

1.Manager,
ICICI Home Finance Co Ltd.,
2nd Floor, Madharshaw Tower,
No.298, Anna Salai,
Chennai 600 002.

2.The Authorised Officer,
Asset and Reconstruction Company (India)
Ltd.,
No.715C, 7th Floor, Spenser Plaza
Phase II, No.789,
Anna Salai,
Chennai 600 002.

... Respondents

Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorarified Mandamus, to call for the records relating to the impugned letter dated 26.10.2015 issued by the 2nd respondent and quash the same and consequently to direct the second respondent to return (three) properties documents as listed in that Home Loan Agreement with direction to them to a 'no due certificate'.

For Petitioner : Mr.M.Muthukaruppan,
Party in Person

For Respondents : Mr.Pala.Ramasamy

ORDER

(Order of the Court was made by V.RAMASUBRAMANIAN,J.)

The petitioner has come up with the above writ petition challenging a mere reply given by the Asset and Reconstruction Company (India) Ltd., to his representation.

2.Heard Mr.Muthukaruppan, the petitioner appearing in person. Mr.Pala.Ramasamy, learned counsel takes notice for the respondents.

3.The petitioner earlier approached the High Court of Kerala and filed a writ petition in W.P(C)No.17980 of 2014 challenging a notice issued under Section 13(4) of the SARFAESI Act, 2002. The said writ



petition was disposed of by the High Court of Kerala by a brief order which reads as follows:-

"The petitioner who availed a housing loan for Rupees 4.2 lakhs from the 1st respondent Bank has filed this writ petition seeking a writ of certiorari to quash Ext.P3 possession notice and for other consequential reliefs.

2.Today, when the case was taken up for final hearing, the learned counsel for the petitioner would submit that at present, there is a facility of one-time settlement and the petitioner may be permitted to avail that facility by making an appropriate application before the 2nd respondent, which is the Asset Reconstruction Company.

3.I heard arguments of the learned counsel for the petitioner, learned Standing Counsel appearing for the 1st respondent Bank and also the learned Standing Counsel appearing for the 2nd respondent company.

4.The fact that the petitioner availed a housing loan for Rs.4.2 lakhs from the 1st respondent is not in dispute. It is also not in dispute that the security asset has already been transferred in favour of the 2nd respondent Company. The learned Standing Counsel for the 2nd respondent would point out that as on 30.09.2015, the total amount outstanding would come to Rs.12,82,080/-. Since the petitioner wants to avail the one time settlement facility offered by the 2nd respondent Bank, I deem it appropriate to dispose of the writ petition without going into the merits of the rival contentions.

In the result, this writ petition is disposed of directing the petitioner to make an appropriate application before the 2nd respondent for one-time settlement facility in respect of Ext.P.1 home loan, within a period of ten days from today. On receipt of such application, the 2nd respondent shall consider the same and pass appropriate orders thereon, as expeditiously as possible, at any rate, within a period of two weeks thereafter".

4.Pursuant to the said order, the petitioner sent a letter dated 23.10.2015. Instead of indicating the amount he was willing to pay by way of one time settlement, the petitioner wanted reduction in the rate of interest and a statement of accounts etc., Therefore, unable to consider his request, the respondent bank issued a reply asking the petitioner only to send an one time settlement offer within a week.

5.Paragraph 4 of the letter dated 26.10.2015 issued by the respondent bank reads as follows:

"4.The Hon'ble High Court of Kerala has disposed the writ petition filed by you directing you approach us with One Time Settlement offer, but in your letter dated 10.10.2015 you have not mentioned One Time Settlement amount. The Total outstanding amount (as on 30.09.2015) was also mentioned in High Court order. So please send OTS offer with in this week. We have not received your letter dated 10.10.2015, since you have attached the copy of the letter dated 10.10.2015, this reply is being sent to you".

6.It is against the said order that the petitioner has come up with the above writ petition.

7.At the outset, we do not know, how a second round of litigation can be maintained in this Court when the first round went before the High Court of Kerala on the ground that the secured asset is



in Kerala. In any case, the order impugned in the writ petition is one where the petitioner is asked to give his One Time Settlement offer. Therefore, we do not think that the impugned communication is required to be interfered with. Hence, the writ petition is dismissed. No costs.

Sd/-

Assistant Registrar (CS-II)

WEB COPY/True Copy/

Sub Assistant Registrar

To

1. Manager,

ICICI Home Finance Co Ltd.,
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Chennai 600 002.

2. The Authorised Officer,

Asset and Reconstruction Company (India)
Ltd.,
No.715C, 7th Floor, Spenser Plaza
Phase II, No.789,
Anna Salai,
Chennai 600 002.

+1cc to Mr.M.Muthukaruppan, Party in person SR.No.65494

Writ Petition (MD) No.20233 of 2015

06.11.2015

sms

NS/JGB-DP/24.11.2015 : 3P/4C