



WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT
DATED: 27.03.2017

CORAM :

THE HONOURABLE MR. JUSTICE T.S.SIVAGNANAM
AND
THE HONOURABLE MR. JUSTICE P.VELMURUGAN

W.P (MD) No.4811 of 2017
and W.M.P. (MD) No.3833 of 2017

Kannammal ..Petitioner

Vs.

1. Life Insurance Corporation Housing Finance Limited,
Represented Through its Manager,
16/17, North Veli Street,
A.R.Plaza Road, 2nd Floor,
Madurai - 625001.

2. Nirmala .. Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus or any other writ or order in the nature of writ forbearing the 1st respondent from dispossessing or evicting the petitioner from the property comprised in Door. No.4/376, Vadivel Nagar, Karadipatti, Nagamalaipudhukootai, Tirupparankundram, Madurai wherein the petitioner is lawful tenant except under the provisions of Tamil Nadu Buildings (Lease and Rent control Act) 1960.

For Petitioner : Mr. R.G.Shankar Ganesh
For R1 : Mr.V.Veerapandi

O R D E R

(Order of the Court was delivered by **T.S.SIVAGNANAM, J.,**)

This Writ Petition has been filed for forbearing the first respondent from dispossessing or evicting the petitioner from the property comprised in Door No. 4/376, Vadivel Nagar, Karadipatti Nagamalaipudhukootai, Tiruppparankundram, Madurai wherein the petitioner is lawful tenant under the provisions of Tamil Nadu (Buildings Lease and Rent Control) Act, 1960.

2.Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the first respondent.

3. The petitioner claims to be the tenant of the property and the property is owned by the second respondent and the second respondent has availed loan from the first respondent-Finance



Corporation and defaulted in repayment of the loan amount. The petitioner is aggrieved by the action taken by the first respondent-Insurance Corporation for default in re-payment of the loan and apprehends that she will be forcibly vacated since the first respondent Corporation has painted in the compound wall of the property that steps have been taken for auctioning the property.

4. When the case came up for hearing on 23.03.2017, the learned counsel for the petitioner was directed to serve notice on the learned Standing Counsel for the first respondent Finance Corporation.

5. The learned counsel for the first respondent would submit that no action has been initiated against the defaulter and as of now, the petitioner need not have any apprehension.

6. We have perused the materials placed on record.

7. From the page No. 18 of the typed set of papers, it is seen that the first respondent Finance Corporation has painted a notice on the compound wall of the property.

8. *Prima facie*, we are of the view that such writings on the wall of the property is not permissible since the conditions contained in the loan agreement did not provide for such measure to be adopted. Even assuming that the borrower is a defaulter, the finance company/bank is entitled to proceed in accordance with the terms of conditions of the loan. Thus, in the absence of any specific power for the first respondent - Finance Corporation to make such writings on the wall of the property, we are *prima facie* of the view that such writing is invalid. It may be true that the second respondent borrower has defaulted in repayment of the loan. The learned counsel for the first respondent states that there are other violations committed by the borrower. If it is so, the first respondent shall take action against the second respondent in accordance with the terms and conditions of the loan agreement and the first respondent shall refrain from writing over the property's wall about the default committed.

9. With the above observations, this Writ Petition is disposed of. No costs. Consequently connected W.M.P. (MD) No.3833 of 2017 is closed.

Sd/-
Assistant Registrar

/True copy/



To

The Manager,
Life Insurance Corporation Housing Finance Limited,
16/17, North Veli Street, A.R.Plaza Road,
2nd Floor, Madurai - 625001.

+1cc to Mr.R.G.Shankar Ganesh, Advocate, SR.18119
+1cc to M/S.Vast Law Associates, Advocate, SR.18227

W.P (MD) No.4811 of 2017
and
W.M.P. (MD) No.3833 of 2017
27.03.2017

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