

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.02.2018

CORAM:

THE HONOURABLE MR.JUSTICE S.MANIKUMAR
and
THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

W.P.No.10889 of 2017
and
W.M.P.No.11836 of 2017

1. M/s. Vinjane Centre,
Partnership Firm,
Rep by its Managing Partner Mr.Cleetus Vincent,
Having Office at "Janpriya Crest",
No.113/96, Pantheon Road,
Egmore, Chennai - 600 008.
 2. M/s.Janpriya Builders,
Partnership Firm,
Rep by its Managing Partner Mr.Cleetus Vincent,
Having Office at "Janpriya Crest",
No.113/96, Pantheon Road,
Egmore, Chennai - 600 008.
 3. Mr.Cleetus Vincent,
Currently residing at Nazer Villa, Cherai,
Munambam Beach Road,
Pallipuram P.O.,
Cochin 683 515.
- .. Petitioners

Vs.

1. HDFC Bank Ltd.,
Asset Recovery Branch,
Rep by its Authorised Officer,
Ceebros Building,
No.110, Nelson Manickam Road,
Aminjikarai, Chennai - 600 029.
 2. HDFC Bank Ltd.,
Branch Office,
Rep by its Chief Manager,
No.5E, G.N.Chetty Road,
T.Nagar, Chennai - 600 017.
- .. Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India seeking a Writ of Mandamus directing the respondents to favourably consider the petitioner's representation dated 16.12.2016, regarding the waiver of penal interest in respect of the loans availed off by the petitioners from the 2nd respondent.

For Petitioners : Mr.Ashok Menon

For Respondents : Mr.G.Ashokapathy
for PASS Associates.

O R D E R

(Order of the Court was made by S.MANIKUMAR, J.)

M/s.Vinjane Centre, Chennai and two others have sought for Writ of Mandamus, directing the Authorised Officer, HDFC Bank Ltd (Asset Recovery Branch), Chennai/respondent No.1 and the Chief Manager, HDFC Bank Ltd., T.Nagar Branch, Chennai/respondent No.2, to favourably consider petitioners' representation, dated 16.12.2016, and to grant waiver of penal interest, in respect of the loans availed by the petitioners' from respondent No.2.

2. Record of the proceedings dated 06.07.2017, shows that on the request, made by the learned counsel for the petitioners', for reference, either to Lok Adalat or Mediation Centre, for amicable settlement, we directed the Registry to post the matter before the Tamil Nadu Mediation and Conciliation Centre, High Court Buildings, Chennai.

3. On reference, parties have come to an amicable settlement before the Tamil Nadu Mediation and Conciliation Centre, High Court Buildings, Chennai and parties have filed a memo of compromise, dated 18.12.2017.

4. The memo of compromise dated 18.12.2017, is extracted hereunder:

"1. W.P.No.10889 of 2017 had been filed by the petitioners against the respondents for the issue of a Writ of Mandamus directing the respondents to favourably consider the petitioners representation dated 16.12.2016, regarding the waiver of penal interest in respect of the loans availed off by the 2nd respondent.

2. After the case came up for admission before the Hon'ble High Court, the case was referred to the Tamil Nadu Mediation and Conciliation Centre.

3. As per the compromise entered into between the parties herein in the Hon'ble Mediation and Conciliation Centre, the petitioners paid a sum of Rs.33,00,000/- (Rupees Thirty three lakhs only), to the respondents in full and final settlement of the amount claimed by the respondent bank, and the respondent bank has also handed over to petitioners counsel some of the documents of title in respect of the petitioners premises in Egmore and T.Nagar stating that the respondent bank does not have in its custody any other documents pertaining to the above mentioned two properties.

5. In view of the above, the dispute between the petitioners and respondents which was the subject matter of W.P.No.10889 of 2017 has been settled, to the extent mentioned hereinabove."

5. Taking note of the memo of compromise dated 18.12.2017, the Tamil Nadu Mediation and Conciliation Centre, High Court Buildings, Chennai has submitted the Mediator's Report dated 18.12.2017 and the same is extracted hereunder:

"Both the parties appeared before the Centre along with their counsels. Matter has been settled between them as per the terms cited in the Memo of Compromise which is enclosed herewith. Hence the matter is sent back to the Hon'ble Court."

6. Though, parties have entered into amicable compromise, Mr.Ashok Menon, learned counsel for the petitioners, submitted that out of the 14 documents submitted at the time of availing loan from Indian Overseas Bank, which was later on assigned to HDFC Bank, after settlement of loan amount, 4 documents were not returned by HDFC Bank.

7. He, therefore, submitted that, while disposing of the instant writ petitions, recording the memo of compromise dated 18.12.2017, liberty may be given to the petitioners' to approach HDFC Bank Limited, Chennai, to obtain the said documents.

8. Per contra, Mr.G.Ashokapathy, learned counsel for respondent Nos.1 and 2 submitted, whatever documents handed over by the Indian Overseas Bank to HDFC Bank have been returned to the petitioners. The learned counsel for respondent Nos.1 and 2, further submitted that, if any request is made by the petitioners in this regard, the same will be considered.

9. Submission of the learned counsel for respondent Nos.1

and 2 is recorded.

10. Memo of Compromise dated 18.12.2017 and the Mediator's Report dated 18.12.2017, shall form part of the record.

11. The writ petition is disposed of accordingly and liberty is granted to the petitioners to pursue. Consequently, the connected miscellaneous petition is closed. No costs.

Xerox Copies of compromise memo

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

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To

1. The Authorised Officer,
HDFC Bank Ltd.,
Asset Recovery Branch,
Ceebros Building,
No.110, Nelson Manickam Road,
Aminjikarai, Chennai - 600 029.
2. The Chief Manager,
HDFC Bank Ltd.,
Branch Office,
No.5E, G.N.Chetty Road,
T.Nagar, Chennai - 600 017.

+1cc to M/s.Pass Associates, Advocate, S.R.No.8827
+2cc to Mr.Ashok Menon, Advocate, S.R.No.8693

W.P.No.10889 of 2017 and
W.M.P.No.11836 of 2017

CJ(CO)
RRK(08/02/2018)

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