

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATE : 17.09.2019

CORAM :

THE HONOURABLE MR.JUSTICE SUBRAMONIUM PRASAD

W.P.No.8299 of 2010

T.V.Singaravadivelu

... Petitioner

Vs

1. The Commissioner of Municipal Administration,
Chepauk, Ezhilagam, Chennai 600 005.

2. The Commissioner,
Seerkali Municipality,
Seerkali.

... Respondents

Prayer : Writ Petition is filed under Article 226 of the Constitution of India, for issuance of a Writ of Mandamus or any other writ or order of direction directing the respondents to return the documents of the Petitioner mortgaged to the respondent.

For Petitioner : Mr.A.R.Nixon

For Respondents : Mrs.K.Bhuvaneswari

Addl. Government Pleader for R1 & R2

ORDER

This writ petition has been filed seeking for a writ of mandamus directing the respondents to return the documents, which were mortgaged by the petitioner.

2. The petitioner was employed in a Municipality as a Sanitary Inspector. While he was on service, he obtained a loan for a sum of Rs.65,000/- (Rupees sixty five thousand only) for purchase of a constructed house and agreed to pay the same on 117 monthly instalments at the rate of Rs.560/-for 1st to 116 instalments and Rs.540/- for last instalment. The mortgage Deed was registered on 20.09.1989. The learned counsel for the petitioner states that he has paid the entire amount and therefore, filed this writ petition, seeking for a direction to the respondent to return back the documents pertaining to the house.

3. The learned counsel appearing for the 2nd respondent has filed a counter affidavit before this Court and has taken a stand that the petitioner is liable to pay Rs.560/- towards Principal and Rs.560/- towards interest which totally works out to a monthly instalment of Rs.1,120/- The learned counsel further submitted that a sum of Rs.25,110/- towards principal and Rs.25,110/- towards interest is due and payable by the petitioner and if the petitioner is ready to pay the balance amount with interest, the documents will be returned back to the petitioner.

4. In response to the same, the learned counsel for the petitioner states that in the Deed entered into between the 2nd respondent and the petitioner, there is no clause with regard to payment of interest.

5. This Court heard the submissions made on either side.

6. Taking into consideration the facts and circumstances of the case, this Court finds that this writ petition clearly arise out of a Contract and therefore, a writ petition is not the appropriate remedy for enforcing the contract. The petitioner if so advised can take appropriate remedy in accordance with law before the appropriate Forum. The petitioner is at liberty to take the benefit of Section 14 of the Limitation Act.

7. This writ petition is disposed of with the above observations.

Sd/-

Assistant Registrar

//True Copy//

Sub Assistant Registrar

To

1. The Commissioner of Municipal Administration,
Chepauk, Ezhilagam, Chennai 600 005.

2. The Commissioner,
Seerkali Municipality, Seerkali.

+1 cc to M/s.A.R.Nixon, Advocate Sr.No. 79540

AKM/13.11.19/2P-4C /

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