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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 21.03.2019

CORAM:

THE HONOURABLE MR.JUSTICE **G.R.SWAMINATHAN**

W.P. (MD) No.4728 of 2019

and

W.M.P (MD) .No.3781 of 2019

Rukmani

... Petitioner

Vs

1.The Manager,
LIC Housing Finance Ltd.,
Railway Junction Road,
Madurai.

2.Balamurugan

... Respondents

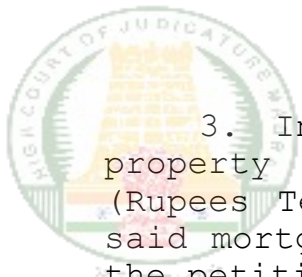
PRAYER: Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus, to direct the first respondent to consider the petitioner's representation dated 17.09.2018 and direct the first respondent to discharge the mortgage charge over the property situate in Re-Survey No.222/6B and presently UDR Re.Survey.No.81/6B and 81/2B with an extent of 1632 sq.ft Plot No.7 at Kalainagar Extension, Madurai Town, after receiving the loan amount of Rs.10,00,000/- (Rupees Ten Lakhs only) with accrued interest from the petitioner and return the title documents under the custody of the first respondent to her within the time frame fixed by this Court.

For Petitioner	: Mr.S.Ramesh
For R1	: Mr.Veerapandian
	Vast Law Associates

ORDER

Heard the learned counsel appearing for the writ petitioner and the learned Standing counsel appearing for the first respondent.

2. The petitioner is the mother of the second respondent. The property in question stood in the name of the writ petitioner originally. She executed a settlement deed in favour of the second respondent on 21.02.2014. Thereafter, the petitioner initiated action under the provisions of Section 23 of the Maintenance and Welfare of Parents and Senior Citizen Act, 2007. The proceedings got concluded in favour of the writ petitioner and the settlement deed executed by her was cancelled. Interestingly, the petitioner executed one more deed in favour of the second respondent on 20.05.2016. This was also cancelled by the Revenue Divisional Officer, Madurai by order dated 13.07.2018. Thus, as on date the property stands only in the name of the writ petitioner.



3. In the mean while, the second respondent mortgaged the property with the first respondent for a sum of Rs.10,00,000/- (Rupees Ten Lakhs only). The petitioner is willing to clear the said mortgage liability. The first respondent is hesitant because the petitioner did not create the mortgage.

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4. I am of the view that the petitioner can very well be permitted to settle the said liability in view of the order dated 13.07.2018 passed by the Revenue Divisional Officer, Madurai, cancelling the gift settlement deed dated 20.05.2015. Accordingly, the first respondent is directed to permit the petitioner to clear the mortgage created by the second respondent and redeem the same. The first respondent is directed to hand over the title document to the writ petitioner, after taking an indemnity bond from the writ petitioner.

5. The Writ Petition is allowed accordingly. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar ()

// True Copy //

Sub Assistant Registrar(CS)

Rmk

+1CC TO MR.V.RAGHAVACHARI, Advocate Sr. No. 56134
+1CC TO MR.VAST LAW ASSO., Advocate Sr. No. 56100

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TR (10.04.2019) 2P 3C