**IN THE HIGH COURT OF PUNJAB AND HARYANA**
**AT CHANDIGARH**

**CWP No. 4088 of 2019**
**Decided on : 15.02.2019**

Narinder Chatley

. . . Petitioner(s)

Versus

Kotak Mahindra Bank and another

. . . Respondent(s)

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL**
**HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL**

PRESENT: Mr. Rohit Suri, Advocate
for the petitioner(s).

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**AJAY KUMAR MITTAL, J. (Oral)**

Petitioner has approached this Court under Article 226 of the Constitution of India, *inter alia* seeking a writ of *Mandamus*, for directing the respondent to release the title deeds of the property which have been unduly retained despite the fulfillment of the terms & conditions and payment of ₹15.50 lakhs, as per letter dated 22.09.2017 (Annexure P-2).

2. A few facts necessary for adjudication of the present writ petition as narrated therein may be noticed. The petitioner is a resident of Ludhiana and aggrieved of failure on the part of the Bank to abide and honor the settlement, arrived at, between the parties. A loan for an amount of ₹10.00 lakhs was availed by the petitioner from the CitiFinancial Consumer Finance India Limited (in short 'CCFIL') on 21.02.2019, as per the terms & conditions of the loan agreement executed between the petitioner and the respondent-Bank. The loan was repayable in 121 monthly Installments as per the EMI of ₹ 16,287/- per month. The loan was being repaid by the petitioner regularly on time but in the year 2010, the

CCFIL started charging of higher rate of interest @ 18% p.a. with monthly rest, however, as per the agreement, the rate of interest was @ 12% p.a. Despite of making repeated requests, the CCFIL-Bank was failed to provide the complete loan documents and the statement of account, in order to show any liability as due/outstanding. On 03.05.2013, demand notice was served upon the petitioner and the respondent-Bank vide deed of assignment dated 18.07.2012 had taken over the facilities and as such consequent to sale, transfer, assignment, release in favour of the respondent-Bank. As per the demand notice, a claim of ₹16,66,063/- along with interest @ 18% p.a. was made since 02.05.2013. The respondent-Bank without providing requisite information and without any service of possession notice, proceeded further to take over the physical possession of the shop of the petitioner and for this purpose, the respondent-Bank obtained the permission from DC, Ludhiana on 03.12.2014. The petitioner had approached the Debt Recovery Tribunal-III, Chandigarh (in short 'the DRT') by way of SA bearing No. 31 of 2017, challenging the demand notice dated 03.05.2013 and permission for physical possession dated 03.12.2014. During the proceedings before the DRT, the petitioner and the respondent-Bank entered into a settlement and in consequent to the settlement, the respondent-Bank wrote letter to the petitioner for closure of the account on a payment of ₹15.50 lakhs to be deposited on or before 15.10.2017 and the said letter was accepted by the petitioner on 22.09.2017. In terms of the understanding/settlement so reached, an amount of ₹6.50 lakhs was deposited by the petitioner on 24.03.2015 and 15.06.2015. Thereafter, petitioner paid the balance amount i.e. ₹9.00 lakhs in some installments by 28.09.2017. On the other side, during the pendency of the proceedings before the DRT in SA No. 31/2017, the settlement was duly recorded and the case was withdrawn on 24.11.2017. The DRT had recorded in order dated

24.11.2017 that if the settlement so reached in this case and all the amount has been deposited, then the Bank shall return all the documents as per law, if not required in any other matter. After this, despite the passage of number of months and time to time requests made by the petitioner, no action has been taken by the respondent-Bank for returning the title deeds of the property. The petitioner wrote letter dated 05.06.2018 (Annexure P-6) to the respondent-Bank for release of the title deeds of the property, however no response was received. Again a reminder was sent on 22.06.2018 (Annexure P-7), however, again no response was received. On 09.01.2019 (Annexure P-8), again a reminder was sent by the petitioner for release of the title deeds of the property, as there is no further charge of mortgage over the properties and as such the Bank cannot retain the same, therefore, the same are liable to be returned to the petitioner, but no response from the respondent-Bank has been received so far. Hence, this writ petition.

3. Learned counsel for the petitioner submitted that for the relief claimed in the writ petition, letter dated 05.06.2018 (Annexure P-6) followed by reminders dated 22.06.2018 & 09.01.2019 (appended as Annexures P-7 & P-8, respectively) were sent to the respondent-Bank, but no decision thereon has been taken by the respondent-Bank so far. He, however, prayed that direction be issued to respondent No.2-Bank to decide the aforesaid letter/reminders expeditiously in a time bound manner.

4. After hearing learned counsel for the petitioner, perusing the averments made in the writ petition and without expressing any opinion on the merits of the case, while disposing of the writ petition we direct respondent No.2 to decide the letter dated 05.06.2018 (Annexure P-6) followed by reminders dated 22.06.2018 & 09.01.2019 (appended as Annexures P-7 & P-8, respectively), in accordance with law by passing a speaking order and after affording an

opportunity of hearing to the petitioner within a period of one month from the date of receipt of certified copy of the order.

**(AJAY KUMAR MITTAL)**
**JUDGE**

**(MANJARI NEHRU KAUL)**
**JUDGE**

**February 15, 2019**
*J.Ram*

*Whether speaking/reasoned:* *Yes/No*
*Whether Reportable:* *Yes/No*