



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 23.07.2021

Coram

THE HONOURABLE MR. JUSTICE R. MAHADEVAN

W.P. No. 7966 of 2012

Abdul John Basha

.. Petitioner

Versus

1.The Manager
ICICI Bank
Krishna Nagar
Vellore District.

2.The Manager,
Farm Tract No.45
Bye Pass Arni to Vellore Road,
Arni, Thiruvannamalai District

.. Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to return the Tractor bearing Registration No. TN 25K 9434 to the petitioner on receiving the balance loan amount due and to return the documents of title entrusted and the 4 blank cheques issued by the petitioner to the first respondent.

For Petitioner : Ms. R.T. Sundari

For Respondent - 1 : Mr. S. Vasudevan

Respondent - 2 : No Appearance

O R D E R

The present writ petition has been filed by the petitioner seeking to issue a Writ of Mandamus directing the respondents to return the tractor bearing Registration No. TN 25K 9434 to him on receiving the balance loan amount due and to return the documents of title and the 4 blank cheques issued by him to the first respondent.

2. The brief facts of the case are as follows:

According to the petitioner, the second respondent company approached him and induced with false promises for availing loan. The second respondent also introduced the petitioner to the first respondent for availing a loan to purchase a tractor. After deliberations, the first respondent sanctioned loan of Rs.4,25,000/- to the petitioner in the year 2008. Since the price of the tractor was Rs.4,97,000/-, the petitioner paid the



remaining amount of Rs.72,000/- on his own in addition to the loan amount of Rs.4,25,000/- sanctioned by the first respondent and purchased the said tractor.

2.1. At the time of availing the loan, the first respondent had obtained the signature of the petitioner in several documents, but the petitioner did not know the contents of those documents since the same was not read over and explained to him by the first respondent. The petitioner was also not aware that the tractor was hypothecated to the first respondent and he was not informed about the terms and conditions of hypothecation agreement. The petitioner was only informed that the loan is repayable at the rate of Rs.62,000/- once in 6 months in 12 installments viz., from 2008 upto 2014. Out of the entire loan amount, the petitioner paid a sum of Rs.2,06,000/- in 7 installments. Despite the same, the first respondent vide notice dated 18.10.2011, called upon the petitioner to pay total aggregate due of Rs.5,05,334/- as on 12.10.2011. After receiving the said notice, the petitioner met the first respondent and requested some more time for paying the installment amount, for which, the first respondent agreed and granted him time.

2.2. While so, without even issuing any seizure notice to the petitioner, the first respondent seized the tractor on 23.10.2011, by engaging goondas. Subsequently, the first respondent Bank vide Sale Notice dated 27.12.2011, intimated the petitioner that they sold the seized tractor for Rs.2,18,000/- and credited the said amount in his account while calling upon him to pay the outstanding due amount of Rs.2,98,991/- within a week from the date of receipt of the said notice, failing which, criminal legal action will be taken against him under Section 406 & Section 420 of IPC or a Civil Suit will be filed against him for recovery of due outstanding due amount of Rs.2,98,991/- together with interest at the rate of 24% per month till the date of realization. Pursuant to the said Sale Notice, the petitioner sent a reply notice to the first respondent on 08.01.2012 requesting to restore the tractor to him, on receiving the due outstanding amount, for which, there was no response from the side of the first respondent. Hence, the petitioner has filed the present writ petition before this Court.

3. The learned counsel for the petitioner submitted that without even issuing any seizure notice to the petitioner, the first respondent not only seized his tractor but also sold the same without his knowledge. She specifically pointed out that though the petitioner effected earlier payment for release of the documents lying with the Bank, the said documents were not returned to him. She therefore prayed that liberty may be granted to the petitioner to approach the concerned Authorities of the first respondent Bank, by way of making a fresh representation, indicating the due amounts payable by him.



4. The learned counsel appearing for the first respondent submitted that he has no serious objection for permitting the petitioner to make a fresh representation before the concerned Authorities of the first respondent Bank to ventilate his grievance.

5. Taking note of the facts and circumstances of the case and also considering the submissions made by the learned counsel on both sides, this Court issues the following directions:

(i) The petitioner is permitted to make a fresh representation before the concerned Authorities of the first respondent Bank, within a period of two weeks from the date of receipt of a copy of this order.

(ii) On receipt of such representation, the concerned Authorities of the first respondent Bank are directed to consider the same and pass appropriate orders on merits and in accordance with law, as expeditiously as possible, preferably, within a period of four weeks thereafter.

6. This Writ Petition is disposed of with the above directions. No costs.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

mrr/rsh

To

1.The Manager,
ICICI Bank,
Krishna Nagar, Vellore District.

2.The Manager,
Farm Tract No.45,
Bye Pass Arni to Vellore Road,
Arni, Thiruvannamalai District.

+1cc to M/s.R.Margabandhu, Advocate, S.R.No.35800

+1cc to M/s.S.Vasudevan, Advocate, S.R.No.35421

WP No. 7966 of 2012

RSV(CO)
SB(24/08/2021)