



WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 29.12.2021

CORAM:

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

AND

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

W.P(MD)No.23278 of 2021

and

W.M.P(MD)Nos.19698 & 19701 of 2021

T.Srinivasan

... Petitioner

Vs.

1.The Authorized Officers,
Canara Bank,
Regional Office,
Thanjavur District.

2.The Branch Manager,
Canara Bank Devakottai Branch,
Thirupattur Road,
Devakottai,
Sivagangai District.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorari, to call for the records pertaining to the impugned sale notice dated 25.11.2021 passed by the first respondent and quash the same.

For Petitioner : Ms.Porkodi Karnan
for Mr.M.Iniyavan

For Respondents : Mr.N.Dilip Kumar

ORDER

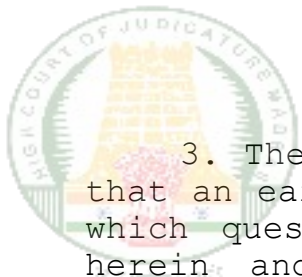
(Order of the Court was made by **C.V.KARTHIKEYAN, J.**)

The present Writ Petition has been filed in the nature of Certiorari, calling into question a sale notice, dated 25.11.2021, issued by the first respondent/the Authorized Officer, Canara Bank Regional Office at Thanjavur District.

2. The petitioner in his affidavit stated that he is working as a labour in a private concern. He had approached the second respondent/the Branch Manager, Canara Bank at Devakottai Branch in Sivagangai District, seeking housing loan for constructing his own house. Thereafter, loan was also sanctioned to a sum of Rs.3,90,000/- on 29.10.2009. As on date, it is claimed that though the petitioner had repaid a substantial amount, the amount due is

Rs.6,93,291.12/-

<https://hcservices.recourts.gov.in/hcservices/>



3. The learned Counsel for the petitioner very fairly submitted that an earlier Writ Petition was filed in W.P(MD)No.22756 of 2021, which questioned the possession notice issued by the respondents herein and when that Writ Petition came up for hearing, the respondents informed that a sale notice has been issued and therefore, the relief sought therein had become infructuous. The petitioner, thereafter, filed the present Writ Petition, questioning the sale notice itself.

4. After hearing, Ms.Porkodi Karnan, learned Counsel for the petitioner and also Mr.N.Dilip Kumar, learned counsel, who had taken notice for the respondents, we are of the view that the petitioner may be granted an opportunity to pay the entire amount and also simultaneously examine an offer for one time settlement.

5. In view of the above, the petitioner and the respondent are relegated to approach the Lok Adalat forum which is run by the Regional Office of Canara Bank at Thanjavur and discuss the proposal for one time settlement and let the Lok Adalat of the Canara Bank examine the proposal for one time settlement, examine the terms under which it should be enforced and paid by the petitioner. A decision by the said Lok Adalat is to be taken on or before 31.01.2022. Till a decision is taken, even though sale may proceed, let it not be confirmed. If the one time settlement offered by the petitioner is agreeable to the Bank, then the sale process would be an exercise in futility and the petitioner must be recognised as having discharged the loan, but if it is not accepted by the Bank, then the respondents are at liberty to proceed further in manner known to law.

6. With the said observation, this Writ Petition is disposed of. No costs. Consequently, connected Miscellaneous Petitions are closed.

Sd/-

Assistant Registrar (AE)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

lr/ps

+1 CC to M/s.M.INIYAVAN, Advocate (SR-40530[F] dated 29/12/2021)

+1 CC to M/s.N.DILIPKUMAR, Advocate (SR-40550[F] dated 31/12/2021)

W.P (MD) No.23278 of 2021

29.12.2021

RD(6.01.2022) 2P 3C