



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 05.01.2022

CORAM

THE HONOURABLE MR.JUSTICE **C.V.KARTHIKEYAN**

W.P. (MD)No.21258 of 2021

G.Isabella

... Petitioner

vs.

1.The Authorised Officer,
State Bank of India,
Stressed Assets Management Branch,
1112, Raja Plaza, Avinashi Road,
Coimbaore.

2.The Joint I Sub Registrar,
Sub Registrar Office, Trichy.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, to direct the first respondent to cancel the MODT dated 12.02.2018 registered as Doc.No.1984/2018 with respect to Item No.5 on the file of the second respondent by executing a receipt for the amount received.

For Petitioner	: Ms.Ananda Gomathymurugesan
For R1	: Mr.N.Dilip Kumar
For R2	: Mr.N.Satheesh Kumar
	Additional Government Pleader

O R D E R

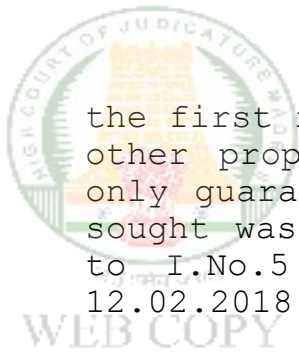
Heard Ms.Anandagomathy Murugesan, learned Counsel for the petitioner, Mr.N.Dilip Kumar, learned Counsel for the first respondent and Mr.N.Satheesh Kumar, learned Additional Government Pleader for the second respondent.

2.This Writ Petition has been filed in the nature of Mandamus seeking a direction to the first respondent to cancel the MODT dated 12.02.2018 registered as Doc.No.1984/2018 with respect to Item No.5 on the file of the second respondent by executing a receipt for the amount received.

3.Let me not enter into a detailed discussion on the facts primarily because, there is a meeting of minds between the petitioner and the first respondent with respect to the limited aspect of registration of cancellation of mortgage of the property, which is covered in the mortgage deed, dated 12.02.2018 in I.No.5.

4.The petitioner appears to have had several transactions with

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



the first respondent. Ultimately, as on date, there are also several other properties, which are under mortgage with the bank and the only guarantee, which the learned Counsel for the first respondent sought was that the direction of this Court should be limited only to I.No.5 of the mortgage deed executed by the petitioner on 12.02.2018.

5.To that extent alone and to that property alone, let the first respondent execute a cancellation of mortgage deed. Let the petitioner approach the first respondent and both of them may mutually fix a particular date and register a cancellation of mortgage deed again, let it be repeated only with respect to I.No.5 of the schedule of the property given in the mortgage deed, dated 12.02.2018.

6.I am conscious that I have not given the description of the property. It is so only because the petitioner had also not given the description of the property in the affidavit or in the Writ Petition. If the said property cannot be identified, then the petitioner will have to bear the consequence.

7.On execution of this particular cancellation of mortgage deed, an obligation is placed on the petitioner to cooperate with the bank to ensure, that all other loans, which according to the learned Counsel for the first respondent, has accrued to nearly 20 crores, be settled by the petitioner herein.

8.With the said observations, this Writ Petition is disposed of. No costs.

Sd/-

Assistant Registrar (CS-III)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

cmr

To

The Joint I Sub Registrar,
Sub Registrar Office, Trichy.

+1 CC to M/s.SPL.GP (SR-606[F] dated 06/01/2022)

+1 CC to M/s.N. DILIPKUMAR, Advocate (SR-684[F] dated 06/01/2022)

W.P. (MD)No.21258 of 2021

05.01.2022

RD(19.01.2022) 2P 4C