



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 28.01.2022

CORAM

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

W.P. (MD) .No.22215 of 2021

1.C.Ramesh

2.R.Sumathi

3.R.Niranjana Devi

4.R.Mothis

... Petitioners

Vs.

1.The Housing Registrar,
10, Rithterton Salai,
Vepary,
Chennai.

2.The President,
Housing Federation,
10, Rithterton Salai,
Vepary,
Chennai.

3.The District Registrar (Housing),
Office of the District Registrar,
Madurai.

4.The President,
Palanichettipatty Cooperative Housing Society,
MDAHS-119 Palanichettipatty Cooperative Society Limited,
Palanichettipatty,
Theni District.

5.The Secretary,
Palanichettipatty Cooperative Housing Society,
MDAHS-119, Palanichettipatty Cooperative Society Limited,
Palanichettipatty,
Theni District.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, by directing the respondents to return the original documents to the



petitioners including original title deed and other documents related to title deed immediately to the petitioners.

For Petitioners : Mr.MA.M.Raja

For R1 and R-2 : Mr.Kanmani Annamalai,
Standing Counsel.

For R-3 to R-5 : Mr.N.Satheesh Kumar,
Additional Government Pleader.

ORDER

This Writ Petition has been filed in the nature of Mandamus seeking a direction against the respondent to return the original documents to the petitioners including original title deeds and other documents relating to the title deeds.

2. In the affidavit filed in support of the Writ Petition, it had been stated that the petitioners had mortgaged the property to the fourth and fifth respondent society for sanction of housing loan for an amount of Rs.3,60,000/- (Rupees Three Lakhs Sixty Thousand only) on 08.08.2006. A registered mortgaged deed was also executed. Thereafter, according to the petitioners, the entire loan amount had been remitted on 20.03.2020. They also claimed that necessary receipts had been issued and endorsement had been made as "loan closed" in the pass book given by the fourth and fifth respondents.

3. Subsequently, after further period of three years, the third and fourth respondents had also cancelled the mortgaged deed. The petitioners had sought return of original title deeds. In view of the fact that the said request was not complied with, the present Writ Petition came to be filed.

4. Even though in a Writ Petition the terms pertaining to an agreement/mortgage entered between the petitioners and the respondents cannot be examined by a Court under Article 226 of the Constitution of India, in view of the facts stated particularly, that the entire amount had been paid, this Court had called upon the third and fourth respondents to give an outer date within which date they would comply with the request of the petitioners.

5. Mr.N.Satheesh Kumar, learned Additional Government Pleader had entered arguments on behalf of the fourth and the fifth respondents. A counter affidavit had been filed by the fifth respondent /B.Selvam. In the said counter affidavit, he had stated as follows:

6. I further respectfully submit that the outstanding sum of Rs.4,25,679/- payable to the second respondent will be paid on or



before 30.04.2022 and after getting original deeds from the second respondent the same will be returned to the writ petitioner without any further claim.

6. This Court, cannot act as an arbitrator between the petitioners and the respondents. Now, the fourth and fifth respondents had filed the particular counter affidavit and affirmed that they would uphold the terms which they had stated in the affidavit. No further orders are required in the Writ Petition.

7. With the above observations, this Writ Petition is disposed of. There shall be no order as to costs.

Sd/-

Assistant Registrar (AD I)

// True Copy //

/ /2022

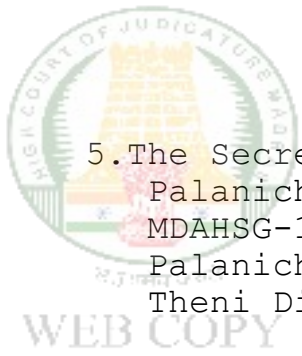
Sub Assistant Registrar(CS)

Nsr

Note : In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To

- 1.The Housing Registrar,
10, Rithterton Salai,
Vepary,
Chennai.
- 2.The President,
Housing Federation,
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Palanichettipatty, Theni District.



5.The Secretary,
Palanichettypatty Cooperative Housing Society,
MDAHSG-119, Palanichettipatty Cooperative Society Limited,
Palanichettipatty,
Theni District.

+1 CC to M/s.SPL.GP (SR-3114[F] dated 31/01/2022)

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MGJ(10.02.2022) 4P 7C