



WEB COPY

W.P.No.1



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.05.2023

CORAM :

THE HONOURABLE MR.JUSTICE C.V. KARTHIKEYAN
and
THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

W.P.No.15529 of 2023

K.Manivannan

...

Petitioner

..Vs..

1. Nathella Sulochanamma Charitable Trust,
Rep. by its Trustee, Mr.N.Prapanna Kumar,
Nathella Arcade, 54, South Usman Road,
T.Nagar, Chenna - 600 017.

2. M/s. Aditya Birla Finance Ltd.,
(A part of Aditya Birla Capital Ltd.,)
(Securitization Institution recognised under SARFAESI Act),
Rep.by its Authorized Officer,
Indian Rayon Compound, Veraval,
Gujarat - 362 266.

...

Respondents

Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus directing the second respondent to open and allow the petitioner to conduct his daughter's marriage at the first respondent Trust owned Kalyana Mandapam by name Nathella Sulochanamma Kalyana Mandapam at 226, (Old No.4), Jawaharlal Nehru Salai, Rign Road, Koyambedu, Chennai 600 107 on 24.05.2023 and 25.05.2023.



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For Petitioner
For Respondents

: Mr.C.K.Chandrasekaran for Durai Kannan
: Mr.K.Ponaravind for R1
Mr.C.Vigneshwaran for R2

ORDER

(Order of the Court was made by **SENTHILKUMAR RAMAMOORTHY, J.**)

The Petitioner has fixed his daughter's marriage in the Kalyana Mandapam owned by the 1st Respondent trust. The said Kalyana mandapam was mortgaged to the 2nd Respondent as security for the credit facilities availed of by the 1st Respondent from the 2nd Respondent. On account of default in servicing loan obligations, the 2nd Respondent initiated proceedings against the 1st Respondent under the SARFAESI Act, 2002, and took possession of the Kalyana Mandapam.

2. On the ground that the requisite charges for the conduct of marriage have been paid and the marriage is fixed on 24.05.2023 and 25.05.2023, the Petitioner has filed this Writ Petition seeking permission for the conduct of the marriage of his daughter in the aforesaid Kalyana Mandapam.

3. When the matter was listed for hearing on 17.05.2023, we directed the 1st Respondent to file an affidavit and undertaking to hand over the premises to the 2nd Respondent immediately after the marriage is concluded and also to provide details of persons from whom advances were received by the 1st Respondent for



similar purposes. An affidavit affirmed on 18.05.2023 has been filed by enclosing a letter of undertaking-cum-indemnity. In the said letter of undertaking-cum-indemnity,

the 1st Respondent, in clause 6 and 9, has stated as follows:

"6. The Mortgagor hereby undertake to the Lender its officers and designated employees that:-

a) The Mortgagor, its representatives or any other person shall not claim any equity, constructive possession or any rights in the Secured Asset by virtue of the Lender permitting the marriage functions to be performed on 24th May 2023 and 25th May 2023.

b) The Mortgagor shall deposit with the Lender a sum of Rs.3,00,000/-(Rupees Three Lakhs Only) being the booking amount of the venue and Rs.3,00,000/- (Rupees Three Lakhs Only) accepted by the Mortgagor towards security deposit.

c) The Mortgagor agrees and undertakes that he shall cancel all the bookings of the marriage ceremonies tha may have accepted by the Mortgagor and refunded the amounts, if any.

d) The Mortgagor agrees and undertakes that he shall clear all the electricity dues, property tax and other charges due in respect of the Secured Asset.

e) The Mortgagor agrees and undertakes that he will not obstruct the Authorized Officer from conducting the sale in accordance with Notice of Sale in respect of the Secured Asset.

9) The Mortgagor hereby confirms and acknowledges that relying on the aforesaid undertaking the Lender had agreed to provide the usage of the Secured Asset for performing the marriage functions on 24th May 2023 and 25th May 2023. "

4. The 1st Respondent has also provided a list of persons from whom advances



were received for the conduct of marriages and has undertaken to repay the advance amount to the said persons.

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5. In the light of the affidavit and letter of undertaking provided by the 1st Respondent and the agreement by the Petitioner to use the premises on licence for the limited purpose of conducting the marriage, this Writ Petition is disposed of with the following directions:

(i) The 2nd Respondent shall permit the Petitioner to conduct his daughter's marriage in the Kalyana Mandapam on 24.05.2023 and 25.05.2023.

(ii) This permission is granted for the limited purpose of conducting the marriage and the Petitioner and the 2nd Respondent shall cease to use or occupy the premises by handing over the keys to the authorized representative of the 2nd Respondent on 25.05.2023 latest by 8:00 P.M.

No costs.

[C.V.K., J.] [S.K.R., J.]
18.05.2023

Index : Yes / No
Internet: Yes / No
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- To
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