



W.P. No. 26042 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.06.2023

CORAM :

THE HON'BLE MR.SANJAY V.GANGAPURWALA, CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE P.D.AUDIKESAVALU

W.P. No. 26042 of 2022

S.Srividhya

.. Petitioner

-VS-

The Authorized Officer
(Under SARFAESI Act)
Indian Bank
41, Uttamar Gandhi Salai
Nungambakkam
Chennai – 34.

.. Respondent

Prayer: Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the respondent to refund a sum of Rs.10,87,000/- which the petitioner paid as per bid value, along with due interest thereon from 20.02.2019 till its realization, and pay the petitioner a sum of Rs.5,00,000/- as compensation for the mental agony she underwent due to the undue and unjustified delay on the part of the respondent to issue and register the Sale Certificate within the time frame fixed by the Hon'ble Court.

For the Petitioner : Mr. A.Arun
For S.Sathia Chandran

For the Respondent : Mrs. Rita Chandrasekaran
For M/s. S.R.Sumathy



W.P. No. 26042 of 2022

ORDER

(Order of the Court was made by The Hon'ble Chief Justice)

WEB COPY

We have heard Mr. A.Arun, learned counsel for the petitioner and Mrs. Rita Chandrasekaran, learned counsel for the respondent.

2. The learned counsel for the petitioner submits that the petitioner is the successful purchaser in an auction conducted by the respondent bank under the provisions of the SARFAESI Act. The petitioner deposited the entire amount in the year 2019. The petitioner was not given the possession of the property nor the documents nor the sale certificate was also registered. In view of that, the respondent be directed to refund the amount.

3. The bank filed an affidavit way back in October 2022. It is stated that the bank has informed the petitioner that the bank is ready to register the sale certificate in favour of the petitioner and the bank is also ready to handover the vacant possession of the property. The affidavit filed by the bank further states that the claim of the petitioner for refund of sale consideration of Rs.10,87,000/- and payment of compensation of Rs.5,00,000/- will not arise as the bank is willing and ready to perform its part of contract by registering the sale certificate.

Page 2 of 4



W.P. No. 26042 of 2022

4. It is not the case that the bank has filed a counter suggesting that the bank cannot perform its part of the promise.

5. If any dispute arises, then the remedy would be before the Debts Recovery Tribunal. In the present case, it is not possible for this Court under writ jurisdiction to come to the specific conclusion as to whether the bank is in a position to deliver vacant possession of the property auctioned or otherwise.

6. In light of that, it would be appropriate that the petitioner approaches the competent forum for redressal of her grievance, if the bank is not complying its part of the promise pursuant to the auction conducted under the provisions of the SARFAESI Act.

With this observation, the writ petition is disposed of. There will be no order as to costs.

(S.V.G., CJ.)

(P.D.A., J.)

07.06.2023

Index : yes/no
Neutral Citation : Yes/No
sra



WEB COPY



W.P. No. 26042 of 2022

THE HON'BLE CHIEF JUSTICE
AND
P.D.AUDIKEVALU, J.

(sra)

To:

The Authorized Officer
(Under SARFAESI Act)
Indian Bank
41, Uttamar Gandhi Salai
Nungambakkam
Chennai – 34.

W.P. No. 26042 of 2022

07.06.2023