



W.P(MD)No.24040 of 2022

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 15.03.2023

CORAM :

**THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN
and
THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI**

W.P(MD)No.24040 of 2022

S.Selvi

... Petitioner

vs.

1. The Assistant General Manger,
Stressed Asset Recovery Branch(SARB),
Vinayagapuram Branch,
8, Dr.Ambedkar Road,
Madurai-625020.

2. P.Anbazhagan ... Respondents
(R2 is impleaded vide court order dated 02.02.2023 in WMP(MD)No.
22637/2022 in W.P(MD)No.24040/2022)

PRAYER : Writ Petition filed under Article 226 of the Constitution of India, for issuance of a Writ of Mandamus, directing the 1st respondent to return the original title deeds of i) factory property document in Sy.No.177/5, Plot Nos.10, 18, 19 situated in Palanganakudi Village, Trichy District, ii) Two House documents in Sy.No.177/5, Gandhi Nagar, Thiruverumbur Village and Sy.No.134/3, 4 at 7th street, Gandhi Nagar, Thiruverumbur Village, Trichy District, deposited in the loan account Nos.31779846582 and 32801726092 within the time frame fixed by this Court.



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For Petitioner : Mr.F.Deepak
For R1 : Mr.Pethu Rajesh
For R2 : Mr.Sridharan

ORDER

(Order of the Court was made by R.SUBRAMANIAN, J.)

The prayer in the writ petition is for issuance of a Writ of Mandamus, directing the 1st respondent to return the original title deeds of i) factory property document in Sy.No.177/5, Plot Nos.10, 18, 19 situated in Palanganakudi Village, Trichy District, ii) Two House documents in Sy.No.177/5, Gandhi Nagar, Thiruverumbur Village and Sy.No.134/3, 4 at 7th street, Gandhi Nagar, Thiruverumbur Village, Trichy District, deposited in the loan account Nos.31779846582 and 32801726092 within a time frame to be fixed by this Court.

2. It is not in dispute that the entire loan has been settled. The bank is hesitant to part with the document of title to the petitioner since the 2nd respondent had objected claiming that he had paid the money on behalf of the borrower. It is also claimed by him that he had entered into an agreement of sale with the borrower and since the borrower did not come forward to execute the sale



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pursuant to the agreement, he has filed a suit in O.S.No.334/2022 on the file of the District Court, Tiruchirappalli, and the same is pending. It is well established principle of law that an agreement of sale by itself does not create an interest in the property. Therefore, the agreement holder namely, the 2nd respondent whose suit for specific performance is pending, cannot claim any right or title over the property in question. As regards the Bank is concerned, once the loan is satisfied, it is bound to return the document to the borrower and no one else. If the 2nd respondent had paid the dues of the borrower on behalf of the borrower, it is for him to work out his rights in the suit for specific performance pending.

3. In such a view of the matter, the Writ Petition is allowed. The Bank is directed to return the original documents to the borrower within a week from the date of receipt of a copy of this order. No costs.

NCC : Yes / No
Index : Yes / No
Internet : Yes
bala

[R.S.M.,J.] & [L.V.G.,J.]
15.03.2023



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R.SUBRAMANIAN, J.
and
L.VICTORIA GOWRI, J.

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ORDER MADE IN
W.P(MD)No.24040 of 2022
DATED : 15.03.2023