



W.P(MD)No.29214 of 2022

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 02.01.2023

CORAM:

**THE HONOURABLE MR.JUSTICE D. KRISHNAKUMAR
and
THE HONOURABLE MR.JUSTICE R.VIJAYAKUMAR**

**W.P(MD)No.29214 of 2022
and W.M.P(MD)No.23149 of 2022**

T.Karthigesu

... Petitioner

vs.

1.The Authorized Officer,
Karur Vysya Bank,
Madurai Mattuthavani Branch,
R.S.No.170/9, Uthankudi Village,
Near Mattuthavani Bus Stand,
Madurai – 625 107.

2.K.Muthukumar

... Respondents

PRAYER : Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Ceritorarified Mandamus, to call for the records pertaining to the impugned possession notice, dated 19.09.2022 on the file of the first respondent and quash the same as illegal and consequently directing the first respondent to deliver the title deeds and documents pertaining to the petitioner's dwelling house in Door No.5/1, Eastern side portion of Plot No.5 in R.S.No.254/5, Palanganatham, Madakulam Village, Madurai to the petitioner upon full and final settlement of the loan.

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For Petitioner : Mr.T.Lajapathi Roy

For R – 1 : Mr.R.Pandivel
Standing Counsel

ORDER

(Order of the Court was made by D. KRISHNAKUMAR, J.)

The petitioner has filed the present Writ Petition seeking for issuance of a Writ of Certiorari Mandamus, to quash the impugned possession notice, dated 19.09.2022 issued by the first respondent and consequently, directing the first respondent to deliver the title deeds and documents pertaining to the petitioner's dwelling house in Door No.5/1, Eastern side portion of Plot No.5 in R.S.No.254/5, Palanganatham, Madakulam Village, Madurai to the petitioner upon full and final settlement of the loan.

2.According to the petitioner, he is the guarantor and the second respondent is the borrower. In the year 2020, the second respondent availed a sum of Rs.20,00,000/- as a loan from the first respondent Bank by way of overdraft and the petitioner stood as guarantor by mortgaging his dwelling house in the above mentioned address. Since the second



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respondent failed to repay the loan amount, the first respondent issued a demand notice to the petitioner and the second respondent to repay the entire dues. After issuance of the demand notice, the second respondent did not repay the loan amount. Hence, the petitioner approached the first respondent with a request to hand over the title deed of the petitioner's on payment of the second respondent's loan amount. Without considering the same, the first respondent issued the possession notice, dated 19.09.2022. Challenging the said possession notice, the petitioner, as a guarantor, has filed the present Writ Petition.

3.Today, when the matter is taken up for hearing, the learned counsel appearing for the petitioner submitted that the petitioner being a guarantor is ready to settle the entire outstanding due amount including interests to the first respondent Bank within a period of two months. On such payment being made by the petitioner, the first respondent Bank shall consider his request for the return of the original title deed to the petitioner/guarantor. The learned counsel appearing for the petitioner further submitted that the petitioner has also agreed to withdraw the suit in O.S.No.89 of 2022 pending on the file of the learned Principal District Munsif, Madurai.



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4.The learned standing counsel appearing for the first respondent Bank submitted that if the petitioner has settled the entire outstanding due amount including interest and costs within a period of two months and if the petitioner also withdraw the suit in O.S.No.89 of 2022 pending on the file of the learned Principal District Munsif, Madurai, the request of the petitioner to return the original title document to him will be considered by the first respondent Bank.

5. In view of the above, this Court directs the respondent – Bank to return the original title documents to the petitioner forthwith, on payment of the entire outstanding amount, including interest and costs and withdrawal of O.S.No.89 of 2022 pending on the file of the Principal District Munsif Court, Madurai, within a period of two months from today. If the petitioner fails to pay the entire outstanding amount, as agreed by him, the respondent – Bank shall proceed further, in accordance with law, for recovery of the outstanding amount. Needless to state that till such time, the respondent – Bank shall not take any coercive steps. In other words,



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- (i) the petitioner is directed to pay the entire outstanding amount to the respondent – Bank, including interest and costs and withdraw O.S.No.89 of 2022 pending on the file of the Principal District Munsif Court, Madurai, as agreed by him, within a period of two months from today.
- (ii) On such payment and withdrawal of the suit, the respondent – Bank is directed to return the original title documents to the petitioner forthwith.
- (iii) Till such time, no coercive steps shall be taken by the respondent – Bank.
- (iv) If the petitioner fails to pay the entire outstanding amount, the respondent – Bank shall proceed further, in accordance with law, for recovery of the outstanding amount.



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WEB COPY 6. With the above directions, the writ petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

[D.K.K.,J.] [R.V.,J.]
02.01.2023

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

ps

To

The Authorized Officer,
Karur Vysya Bank,
Madurai Mattuthavani Branch,
R.S.No.170/9, Uthankudi Village,
Near Mattuthavani Bus Stand,
Madurai – 625 107.



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D. KRISHNAKUMAR,J.
and
R.VIJAYAKUMAR,J.

ps

ORDER MADE IN
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DATED : 02.01.2023