



W.P.(MD)No.23066 of 2019

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : **26.11.2024**

CORAM:

THE HONOURABLE **MRS.JUSTICE L.VICTORIA GOWRI**

W.P.(MD)No.23066 of 2019

1.D.Merlin Raja Singh
2.R.Chandralekha

... Petitioners

Vs.

1. The Nodal Officer/ombudsman,
C/o.Reserve Bank of India,
II Floor, Post Box No.40,
16, Rajaji Salai, Chennai-001.
2. The Branch Manager,
Branch Head, Bajaj Finserv,
No.85, Sidel Towers, Wcc Road,
Opp Women's Christian College,
Nagercoil, Kanyakumari District.
3. The Manager,
Corporate Office,
4th Floor, Bajaj Finserv,
Pune Ahmednagar Road,
Vinan Nagar, Pune-411 014,
Maharashtra State.
4. The Branch Manager,
Hdfc Bank,
Housing Development Finance Corporation Ltd.,
Marthandam,
Kanyakumari District.

... Respondents



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PRAYER : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the 1st respondent to conduct an enquiry and consequently direct the 2nd and 3rd respondents to release the title deeds of the properties mortgaged as collateral security in Document No.950 of 2017 registered before the II Joint Registrar, Marthandam, Kanyakumari District.

For Petitioners : Mr.K.Thayumanaswamy
For Respondents : Mr.I.Sudhakaran (R2 & R3)
No appearance (R1 & R4)

ORDER

. The petitioners have filed this writ petition seeking for a direction to the first respondent to conduct enquiry and to direct second and third respondents to release the title deeds of the properties mortgaged as collateral security in Document No. 950 of 2017 registered before the II Joint Registrar, Marthandam, Kanyakumari District.

2. Heard the learned counsel on either side and perused the materials placed before this Court.

3. The first petitioner availed loan from the second respondent bank for a total amount of Rs. 86,00,000/- on 20.04.2017, for which he had mortgaged



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the original registered settlement deed in Document No. 661 of 2017 dated 17.03.2017 executed in favour of the first petitioner and he had also mortgaged five other documents. The loan was duly disbursed and after full settlement of the loan, the petitioners required the second respondent to return the title deeds. However the same was not done. Hence, this writ petition came to be filed.

4. When the matter came up for hearing, the learned counsel appearing for the respondents 2 and 3 submitted that already a consumer case in CC No. 90 of 2018 was filed by the petitioners in this regard before the District Consumer Disputes Redressal Commission, Kanyakumari District at Nagercoil and the same was ordered on 09.05.2023 directing the respondents 2 and 3 to reconstruct the said settlement deed dated 17.03.2017 standing in the name of the first petitioner, which was mis-placed. A compensation amount of Rs.1,00,000/- with an additional amount of Rs.7,500/- for the difficulty caused to the petitioners was also awarded in this case. In compliance to the same, an amount of Rs.1,07,500/- has already been paid as compensation to the borrower/petitioners and they have entered into an agreement and executed a settlement deed dated 24.11.2023. It was mutually agreed and settled between the parties and the aforesaid settlement reads as follows:-

“1. The Borrower had obtained a loan from BFL in the year 2017 by depositing the original Document No: 661/2017



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pertaining to the property comprised in Re.sy.No. 377/2013 of Vilathural village having an extent of 24 cents ("Property") with BFL in order to create a mortgage by deposition of title deeds.

2. BFL inadvertently misplaced the above said document during transit from Marthandam to Nagercoil, and in this regard the Borrower filed a case in Consumer Court at Kanyakumari District numbered as CC.No. 90/2018.

3. The Court in its judgement, directed BFL to comply with the following:

a. To pay the Borrower Rs. 1,07,500/- as compensation and

b. To prepare the original document at their cost and hand over the same to the Borrower.

4. The Borrower acknowledges that.

a. She has received Rs. 1,07,500/- from BFL.

b. She has received the Certified copy of the original Document No: 661/2017

c. BFL has made publication through Advocate Mr. S. Girish in Tamil The Hindu and The new Indian Express newspapers on 08 June 2023 date inviting and claims over the Property

d. Certificate from Adv Mr. S. Girish stating that no claims were received in relation to the aforementioned notice.

5. The Borrower further states and confirms that that in order to recover the original document BFL has filed a petition before Marthandam Police Station numbered as CSR.No: 1086/2023 which remains pending.

6. The Borrower states, agrees and undertakes that she has received an additional Rs. 50,000/- (D.D.No. 168420) from



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BFL towards the costs preparing/recovering the original document through the Marthandam Police Station and to prepare/recover the original document herself.

7. The Borrower agrees that the aforementioned facts have been discussed and mutually agreed between the Parties and it is agreed by the Borrower that same constitutes full compliance by BFL of the order of the Consumer Court at Kanyakumari District numbered as CC.No. 90/2018. The Borrower further agrees that there shall lie no further action against BFL with respect to the aforementioned issues and the matter stands settled on the terms mentioned hereinabove.”

5. Recording the fact that the borrower/petitioners had already received an additional amount of Rs.50,000/- vide DD No.168420, apart from the compensation awarded by the consumer Court ie., Rs.1,07,500/- for reconstruction of the document, which was mis-placed, as agreed between themselves in terms of the settlement dated 24.11.2023, this Court is not inclined to issue any further direction in this regard to the concerned respondents.

6. Accordingly this writ petition is disposed of. No costs.

26.11.2024

NCC : Yes / No
Index : Yes / No



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L.VICTORIA GOWRI, J.

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Order made in
W.P.(MD)No.23066 of 2019

Dated
26.11.2024