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W.P.No.21847 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.09.2025

CORAM :

THE HONOURABLE MR. MANINDRA MOHAN SHRIVASTAVA,
CHIEF JUSTICE

AND

THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

W.P.No.21847 of 2024

and W.M.P.Nos.23840 and 23841 of 2024

1.G.Janakiraman Urakadai

2.G.Janakriraman
S/o.Gopalakrishnan (Late)

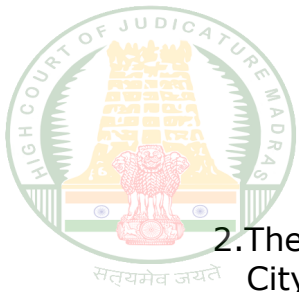
3.J. Manimozhi
W/o G.Janakiraman

All are residing at
No 28/1 Nasukkan Street,
Olakur Village and Post
Melpathi, Tindivanam Taluk
Villupuram District

Petitioners

Vs

1.The Manager
City Union Bank
K.V.N. Towers (Old New Cinema Theatre)
Door No.1, Appavu Street
Tindivanam
Villupuram District



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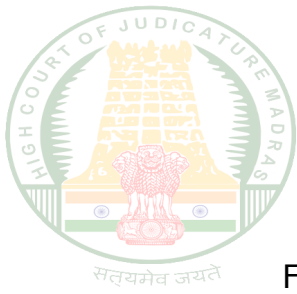
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2.The Authorised Officer
City Union Bank Limited,
(Credit Recovery and Management
Department)
'NARAYANA' , Administrative Office,
No 24-b, Gandhi Nagar,
Kumbakonam 612 001
Thanjur District

3.The Union of India
Rep. by its Secretary,
Ministry of Finance,
New Delhi

Respondents

PRAYER: Petition filed under Article 226 of the Constitution of India seeking issuance of a writ of certiorarified mandamus calling for the concerned records in the CrI.M.P.No.3452 of 2024 dated 22.05.2024 on the file of the Chief Judicial Magistrate, Villupuram and to quash the impugned order passed thereon on 22.05.2024 and consequently direct the 1st respondent to release the original documents and to cancel the mortgage deed in Loan Account No.512120020008942 of the petitioner, the house hold property situated at Olakur - Village and Post, Melpathi, Tindivanam Taluk, Villupurram District in Ayan Dry Old S.No 224/50, New S.No 201/43 to an extent measuring 798 Sq. Ft measuring East-West of 19 feet, North-South of 42 feet, including RCC terraced house, bounded by North of Plot belonging to V.Perumal, South of 6 Common Plot, West of 4 ½ breath common land, East of Common Lane belonging to Elumalai and others.



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For Petitioners:

Mr.M.Arumugam

For Respondents:

Ms.Jaya Ganga
for M/s. Ananda Gomathy
for respondent Nos.1 and 2

R3 - Not Ready in Notice

ORDER

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

We have heard learned counsel for the parties at length.
Perused the pleadings, affidavits and documents.

2. As to whether settlement has taken place between the parties itself is a seriously disputed question of fact.

3. The pleadings of the petitioners and various documents attached with the petition are to the effect that while the petitioners' loan account was declared NPA and an amount of Rs.6.00 lakhs was outstanding towards repayment of liability, a letter was issued to the petitioners on 2.12.2021 calling upon the petitioners for discussion on One-Time Settlement (OTS). Pursuant



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thereto, a meeting was held between the second petitioner and the Manager on 17.12.2021.

4. It is the case of the petitioners that a settlement was arrived at between the parties and, therefore, the petitioners deposited an amount of Rs.4,35,000/-. Thus, according to the petitioners, the loan account was finally settled under OTS scheme, as the respondent bank had agreed to settle the same at Rs.4,35,000/-, which was deposited by the petitioners. However, when the respondent bank was not returning the title deeds, the petitioners filed this petition.

5. What is revealed from the documents available on record is that, though letter was issued to the petitioners on 2.12.2021 inviting them for discussion on 28.12.2021 to explore the possibility of OTS, even before the said day, the second petitioner met the authorities of the respondent bank and claimed that a settlement has already been arrived at. There is no letter or any other document to show that settlement, as claimed by the petitioners,



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was arrived at.

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6. The pleadings in the counter-affidavit and the documents show that, in fact, there exists disputed question of fact with regard to wrongful credit into the account of the first petitioner. The respondent bank stated in the counter-affidavit that a wrongful credit of Rs.4,87,500/- was informed by the bank to the first petitioner in the year 2017 itself, followed by several reminders to reverse the same. Finally, when the first petitioner did not reverse the wrongful credit, the bank itself reversed it, which is reflected from the letter dated 6.1.2022. Moreover, we find from the statement of loan account of the first petitioner that there is a cash deposit of Rs.70,123/- made by the petitioners on 25.1.2023. In their counter-affidavit, bank has categorically denied and stated that there was no settlement arrived at.

7. The question that arises is if the petitioners' case is that there was settlement arrived at, what was the necessity for the petitioners to pay Rs.70,123/- by way of cash in the loan account



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on 25.1.2023.

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8. The above discussion is not intended to arrive at a conclusion of fact, but only to highlight that this petition involves disputed question of fact, which cannot be gone into in the writ petition. Whether or not settlement had been arrived at is an issue of fact, which needs to be decided by the Debts Recovery Tribunal at the first instance and not by the High Court.

9. Therefore, leaving all the issues open for consideration, this petition is dismissed. The petitioners are given liberty to approach the Debts Recovery Tribunal.

10. If petitioners approach the Debts Recovery Tribunal by filing a petition within 45 days from today, the Debts Recovery Tribunal shall entertain the petition on its own merits without going into the question of limitation.



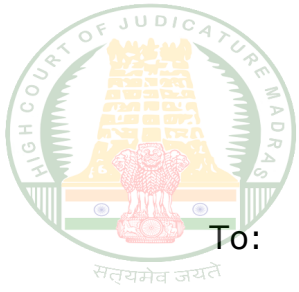
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WEB COPY 11. Considering the submission made by learned counsel for the petitioners that petitioners have paid Rs.4,35,000/- earlier, we direct that for a period of two months, the respondent bank shall not proceed to take possession of the secured asset.

There shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

(MANINDRA MOHAN SHRIVASTAVA, CJ) (G.ARUL MURUGAN,J)
24.09.2025

Index : Yes/No
Neutral Citation : Yes/No
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To:

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THE HON'BLE CHIEF JUSTICE
AND
G.ARUL MURUGAN,J.

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