



Writ Petition No.25115 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.08.2025

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

Writ Petition No.25115 of 2025

Sunitha

Petitioner

Vs

The Manager,
Housing Development Finance Corporation
(HDFC),
760, Anna Salai,
Chennai-600 002.

Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying for the issuance of a writ of Mandamus, directing the respondent to return to the petitioner herein the property document submitted as collateral security for the loan account No.603769437 in the name of Mr.S.Senthil Kumar (Late), who expired on 02.02.2025, since the loan account has been fully settled by the petitioner on 12.05.2025, by paying a sum of Rs.4,77,214/- to the respondent.

For Petitioner : Mr.G.Punniakoti

For Respondent : Mr.N.Ravishankar



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ORDER

WEB COPY This Writ Petition has been filed for the issue of writ of Mandamus, directing the respondent Bank to return the property document to the petitioner which was given as collateral security for the loan amount granted in favour of the petitioner's husband late Senthil Kumar.

2. The writ petition was filed on the ground that the entire loan amount has been settled with the respondent Bank and inspite of the same, the property document given as security was not returned back.

3. The learned counsel appearing for the respondent Bank, on instructions, submitted that the entire loan amount has been settled, however, apart from the petitioner, there are other Class-I legal heirs. Hence, either all the legal heirs will have to come together and get the document given as security or the petitioner must get No Objection Certificate from the other legal heirs and submit it to the respondent Bank and it will enable the respondent Bank to return back the property document.



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4. In the considered view of this Court, the petitioner is none other than the wife of the late Senthil kumar. It is a fact that the entire loan amount has been settled. Therefore, there shall be a direction to the respondent Bank to hand over the property document given as security after collecting an indemnity bond from the petitioner to the effect that in case of any future dispute, the respondent Bank will not be roped into dispute and it is for the petitioner to defend the same. Ultimately, if there are other Class-I legal heirs, the petitioner by herself will not be able to deal with the properties and all the legal heirs must come together to deal with the properties. Therefore, no prejudice will be caused if the property document given as security is handed over to the petitioner.

5. This Writ Petition is disposed of with the above terms. There shall be no order as to costs.

07-08-2025

ssb

To
The Manager,
Housing Development Finance Corporation
(HDFC),
760, Anna Salai,
Chennai-600 002.



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N.ANAND VENKATESH, J

ssb

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