



WEB COPY



W.P.No.27884 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.01.2025

CORAM :

THE HON'BLE MR.K.R.SHRIRAM, CHIEF JUSTICE

AND

THE HON'BLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

W.P.No.27884 of 2024
and W.M.P.Nos.30412 and 30655 of 2024

Ramani Annadurai

.. Petitioner

Vs

1.The Chairman,

DRT, Chennai

Haddows Road, Nungambakkam,

Chennai-600 006.

2.The Authorised Officer,

Motilal Oswal Home Finance Limited,

Previously known as Aspire Home Finance Limited,

Branch Office at Shop No.2, First Floor,

V Complex, S.No.92/B, Door No.6/81,

Avadi Road, Senneer Kuppam Village,

Poonamallee Taluk, Chennai-600 056.

3.M/s.Care Health Insurance Limited,

Previously known as Religare Health Insurance Limited,

Vipul Tech Square, Tower-C, 3rd Floor,

Golf Course Road, Sec-43

Gurgaon-122 009, Haryana.

.. Respondents



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Prayer : Petition filed under Article 226 of the Constitution of India seeking issuance of a writ of certiorari calling for the records of the DRT-3, Chennai in so far as it relates to I.A.No.1232/2024 order dated 16.7.2024 made in S.A.No.435/2024, and quash the same.

For Petitioner : Mr.B.Divakaran

For Respondents : Mr.P.Elayaraj Kumar
for Mr.R.Krishnan
for respondent No.2

: Mr.K.Kumaran
for respondent No.3

: R1 – Tribunal

: Mr.S.Santhosh
Cluster Legal Manager
Avadi Branch
Motilal Oswal Home Finance Ltd.
(Present in Court)

ORDER

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

Keeping open the rights and contentions of the parties to be raised in the Tribunal and without making any observation on the merits of the



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respective claim and counter-claim, we dispose of the petition by the following orders:

(a) The lock and seal put on the mortgaged property shall be removed and petitioner shall be put in possession on or before 4th January, 2025.

(b) Petitioner shall not create any encumbrance or deal with or otherwise dispose the property or permit anyone other than petitioner and her two children to reside in the said property.

(c) Petitioner shall pay a sum of Rs.12,000/- (Rupees Twelve Thousand only) per month on or before 10th of every month to respondent finance company. This would mean that for January, 2025, petitioner would pay Rs.12,000/- on or before 10.01.2025; for February, 2025 on or before 10.02.2025 and so on.

(d) Even though petitioner will be occupying the premises only on or about 3rd or 4th January, 2025, petitioner would still pay for the entire month.



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(e) The amounts paid by petitioner shall be given credit and adjusted against the outstanding of the loan.

(f) The amounts paid shall be subject to the outcome of the proceedings pending before the Debts Recovery Tribunal.

2. We clarify that we have not made any observation on the merits. There shall be no order as to costs. Consequently, interim applications are closed.

(K.R.SHRIRAM, C.J.)

(SENTHILKUMAR RAMAMOORTHY,J.)

02.01.2025

Index : Yes/No
NC : Yes/No
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To:

The Chairman,
DRT, Chennai
Haddows Road,
Nungambakkam,
Chennai-600 006.



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THE HON'BLE CHIEF JUSTICE
AND
SENTHILKUMAR RAMAMOORTHY,J.

bbr

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