



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20-08-2025

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CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

WP No. 28142 of 2024

S.Palani

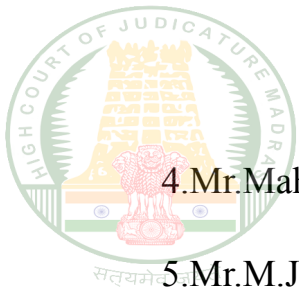
Petitioner(s)

Vs

1. The Deputy General Manager
The Regional Head,
Regional Office North,
Canara Bank(I Floor,)
Leelavathi Building,
No.69, Armenian Street,
Parrys, Chennai-600 001

2.The Deputy General Manager
Circle Office, Canara Bank,
P.B.1078, 563/1, Anna Salai,
Teynampet, Chennai-600 018

3.The Manager
Canara Bank,
P.B.No.307, G.P.Road Branch,
No.110, General Patters Road,
Anna Salai, Cehannai-600 002



4.Mr.Mahalingam

5.Mr.M.Jayam

6.Mrs.J.Mala

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Respondent(s)

PRAYER Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the respondents 1 to 3 to cancel the MODID, dated 10.3.2017 in Doc.No.635 of 2017 at Joint-I Sub Registrar, Pudukottai executed by the petitioner in favour of the 3rd respondent, consequently release and handover the original Title Deeds in Doc.No.5788/2015, dated 25.11.2015 at Joint II SRO, Pudukottai and all other documents submitted to the 3rd respondent/Bank with regard to the property of the petitioner submitted as Collateral Security situated in Plot Nos.1,2,3,5,6, 7 and 8, Aandava Nagar in S.No.80.4 Pudukottai village Taluk and District in an extent of 10213 sq.ft to the petitioner without imposing any of the conditions within the time frame fixed by this Court.

For Petitioner(s): Mr.S.Srinivasan

For Respondent(s): Mr.T.S.Gopalan for
M/s.T.S.Gopalan & Co
for R1 to R3

**ORDER**

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This writ petition has been filed for the issue of a writ of mandamus directing the respondents 1 to 3 to cancel the MODTD dated 10.03.2017 registered as Document No.635 of 2017, executed by the petitioner in favour of the 3rd respondent bank in his capacity as a guarantor and to hand over the original documents to the petitioner which were submitted as a collateral security.

2.Heard the learned counsel for the petitioner and the learned counsel appearing on behalf of respondents 1 to 3.

3.It is an admitted case that the petitioner had stood as surety for the loan availed by the respondents 4 to 6. According to the petitioner, the entire loan amount was not disbursed and part of the amount was taken back by the bank. Instead of initiating proceedings against respondents 4



to 6, the petitioner is targeted only on the ground that he stood as a guarantor. It is under these circumstances, the present writ petition came to be filed before this Court.

4. In the considered view of this Court, the liability of the petitioner in his capacity as a guarantor is co-extensive with that of the principal borrowers. It is now too well settled that the creditor can straightaway proceed further against the guarantor and once the guarantor settles the amount, they step into the shoes of the creditor and thereafter can recover the amount from the principal borrower. Therefore, the petitioner cannot be permitted to take the stand that action must be first initiated against the principal borrower and only thereafter the bank can proceed against the petitioner. This ground is only liable to be rejected by this Court.

5. The other issue raised, touching upon the merits of the case, need not be gone into a writ petition.



6. In the result, this writ petition is disposed of in the above terms.

No costs.

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20-08-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

KP

To

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N.ANAND VENKATESH J.

KP

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