



WEB COPY



W.P.No.32579 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 04.09.2025

C O R A M

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.32579 of 2025

M.V.Subramanian

... Petitioner

Vs

Indian Overseas Bank
Specialised SME Bank,
Guindy, Chennai-600 032.

... Respondents

PRAYER : Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Mandamus directing the Respondent to release all original documents, Pattadar pass book, Title Deed book bearing no.CTR 1232270, Patta bearing No.134 dated 18.02.2002, Encumbrance Certificate, Sale Deed bearing No.565 of 2000 dated 01.04.2000 relating to the Agricultural land measuring an extent of 37.5 acres, comprised in S.Nos.1/1P, of Chittor Balaji District, Tirupathi Sri Kalahasti Sub District, Sri Kalahasti Mandalam.

For Petitioners : Mr.A.Ramesh
for Mr.R.Ashwanth

For Respondent : Mr.F.B.Benjamin George,
(Indian Overseas Bank)

ORDER



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The petitioner seeks a Writ of Mandamus directing the respondent to release all original documents, pattadar pass book, title deed and related documents relating to the agricultural land ad measuring 37.5 acres comprised in S.Nos.1/IP, Chittor Balaji District, Tirupathi, Sri Kalahasti Sub District, Sri Kalahasti Mandalam.

2.The case of the petitioner is that one Jain Granites and Projects India Limited had availed various credit facilities from the respondent bank, for which the petitioner had deposited the original title to the aforesaid property belonged to him towards security. On account of the default committed by the company in repaying the amount, the bank had initiated proceedings before the Debt Recovery Tribunal (DRT) in O.A.No.619 of 2016, which was allowed exparte. As a result, recovery certificate was issued on 11.01.2019, wherein it is stated that failure to remit the amount will result in sale of the mortgaged properties. Hence, the present Writ Petition.

3.Learned counsel for the petitioner submits that the bank had obtained an *ex-parte* order before the DRT, labelling the petitioner as a defaulter. Further, it is admitted by the bank that demand notice and possession notice was issued prior to the deposit of title deeds with the bank. Hence, since the petitioner is



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neither a borrower nor a guarantor, the retention of documents by the bank is illegal and has to be returned to the petitioner.

4.Per contra, learned counsel for the bank submits that the petitioner has entered into an guarantee agreement on 23.09.2015 mortgaging the aforesaid property towards security to the loan availed by the company. He further submits that even though the liability to repay the loan is primarily by the borrower, the liability of the guarantor commences by the default of the borrower. Hence, the liability of the petitioner is co-extensive that of the liability of the borrower. He further submits that since the bank shall have a lien over the assets of the petitioner and has a control and right of set off against any monies due by the bank, it is entitled to sell the property, if the dues are not paid.

5.Further, he submits that as against the order passed by the DRT, the petitioner has a remedy of appeal before the Debt Recovery Appellate Tribunal (DRAT). Instead of availing the same, the petitioner has approached this Court.

M.DHANDAPANI, J.

Nhs

6.Heard the learned counsel on either side and perused the materials placed



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before me.

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7.It is not in dispute that the petitioner had entered into a guarantee agreement for the credit facilities availed by the company. On account of the default committed by the company, the bank has enforced its right of securing its interests. Hence, the relief sought for by the petitioner cannot be granted. Further, since the petitioner has the remedy of further appeal before the DRAT, mandamus as sought for cannot be issued for the mere asking.

8. In light of the above, the petitioner is granted liberty to approach the DRAT, if he so desires. With this, this Writ Petition stands disposed. No costs.

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Index : Yes / No

Speaking Order / Non-speaking order

Neutral Citation Case : Yes / No

Nhs

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