IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.06.2025

CORAM

THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

W.P.No.35691 of 2024
AND
W.M.P.No.38545 of 2024

S.Manju Priya .. Petitioner

Vs.

1.The Branch Manager
Bank of Baroda
Chengalpattu Branch
No.29A, G10, Alagesan Road
Vedachalam Nagar
Chengalpattu 603 001

2.V.Saravanan .. Respondents
(R2 *suo motu* impleaded *vide* order dt.18.02.2025)

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a writ of mandamus directing the respondent to execute the cancellation of memorandum of deposit of title deeds dated 01.03.2022 in document No.489/2022 on the file of Joint-I SRO, Chengalpattu upon receiving the entire outstanding principal loan amount together with accrued interest from the petitioner and to hand over the deposited title deeds to the petitioner herein within a time frame as may be stipulated by this Court.

For Petitioner	: Mr.P.Subramanian
For 1st Respondent	: Mr.R.Sreedhar, Standing Counsel
For 2nd Respondent	: Mr.D.Arun

ORDER

This writ petition has been filed for the issue of a writ of mandamus directing the 1st respondent Bank to receive the entire outstanding loan along with interest and to cancel the memorandum of deposit of title deeds (MODT) dated 01.03.2022 registered as document No.489/2022.

2. The case of the petitioner is that she is the absolute owner of the subject property and that a housing loan was sanctioned by the 1st respondent and towards the same, the petitioner executed MODT dated 01.03.2022. The specific case of the petitioner is that she was paying the EMI regularly and she wanted to foreclose the loan and get back the original title deed by cancelling the MODT executed in

favour of the 1st respondent Bank. Since the request made by the petitioner did not go through, the present writ petition has been filed before this Court.

3. The 1st respondent Bank by filing a counter affidavit has taken a stand that there is a dispute between the petitioner and her husband and the petitioner is claiming to be the owner of the vacant land and the husband is claiming to be the owner of the building constructed thereon and the loan was applied jointly by the husband and wife and hence, the 1st respondent Bank should not be blamed, if the outstanding loan is received from the petitioner and the documents are handed over to the petitioner. Therefore, the 1st respondent Bank does not want it to be dragged in the dispute between the husband and wife and the 1st respondent Bank is willing to comply with the orders passed by this Court.

4. This Court, *suo motu* impleaded the 2nd respondent, who is the husband of the petitioner.

5. The learned counsel for the 2nd respondent submitted that the entire money was spent by the husband for purchasing the property and the petitioner is now trying to take advantage by settling the loan amount and knocking off the property. Therefore, the learned counsel vehemently opposed permitting the petitioner to settle the loan amount and receiving the original title deeds.

6. This Court has carefully considered the submissions made on either side and perused the materials placed on record.

7. It is not necessary for this Court to go into the allegations and counter allegations made between the petitioner and the 2nd respondent. It is a matter to be decided by the Family Court, Chengalpattu, in the pending proceedings in F.C.O.P. No.469 of 2023. The only issue to be gone into by this Court is as to whether the petitioner can be permitted to foreclose the loan amount by paying the principal and interest and directing the 1st respondent Bank to cancel the MODT and hand over the original documents to the petitioner.

8. The only apprehension raised by the 2nd respondent is that he is residing abroad and with his income, the property was purchased and hence, he does not want the petitioner to pay the loan amount and receive the documents and thereafter, deal with the property. This in view of the fact that the 2nd respondent is also claiming ownership over the property.

9. In order to strike a balance and in order to ensure that the 1st respondent Bank receives the loan amount, this Court is inclined to pass the following order :

(a) It is left open to the petitioner to settle the entire outstanding loan amount along with interest to the 1st respondent Bank;

(b) The 1st respondent Bank, on being satisfied with the settlement of the entire loan amount, can proceed further to cancel the MODT dated 01.03.2022 which was registered as document No.489/2022;

(c) The 1st respondent Bank can hand over the title documents to the petitioner;

(d) The above directions are issued only on the specific undertaking given by the petitioner that the entire outstanding loan amount will be settled. If ultimately, it is not settled, it is always open to the 1st respondent Bank to recover the same in accordance with law;

(e) The petitioner is directed not to create any encumbrance on the subject property, till the completion of the pending proceedings before the Family Court, Chengalpattu in F.C.O.P.No.469 of 2023; and

(f) There shall be a direction to the Family Court, Chengalpattu, to dispose of F.C.O.P.No.469 of 2023 within a period of six months from the date of receipt of a copy of this order.

This writ petition is disposed of with the above terms. No costs. Connected W.M.P. is closed.

26.06.2025

Index : Yes/No
Neutral Citation : Yes/No
gya

To

1.The Branch Manager
Bank of Baroda
Chengalpattu Branch
No.29A, G10, Alagesan Road
Vedachalam Nagar
Chengalpattu 603 001

2.The Judge
Family Court
Chengalpattu

N. ANAND VENKATESH, J.

gya

W.P.No.35691 of 2024

26.06.2025