



W.P.(MD).No.3372 of 2024

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 14.02.2025

CORAM:

**THE HONOURABLE MR.K.R.SHRIRAM, CHIEF JUSTICE
and
THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN**

W.P.(MD).No.3372 of 2024

K.S.Marithurai

... Petitioner

Vs

1.The Authorised Officer,
M/s.Karur Vysya Bank,
Divisional Office,
No.16, A.A.Road,
Gnanolipuram,
Madurai – 625 016.

2.The Manager,
Karur Vysya Bank,
Divisional Office,
Rajapalaiyam,
Viruthunagar District.

... Respondents



W.P.(MD).No.3372 of 2024

WEB COPY

PRAYER: Petition filed under Article 226 of the Constitution of India, to issue a writ of Mandamus, directing the respondent to consider the petitioner's representation dated 02.09.2023 within a time frame to be stipulated by this Court.

For Petitioner : Mr.K.Neelamegam

For Respondents : Mr.V.Sukumar
Standing Counsel

ORDER

[Order of the Court was made by The Hon'ble CHIEF JUSTICE]

The only prayer sought in the petition is for a Mandamus to respondent Bank to consider petitioner's representation, dated 02.09.2023 and hand over the documents, which were surrendered for mortgage.

2.Petitioner's case is simple. Petitioner was a borrower. Petitioner was



W.P.(MD).No.3372 of 2024

WEB making timely payments. But circumstances made petitioner commit default.

3.Relying upon an order passed by this Court on 10th October 2022, petitioner paid the entire outstanding amount of Rs.41,97,814.29/- (Rupees Forty One Lakh Ninety Seven Thousand Eight Hundred and Fourteen and Twenty Nine Paise) within the period prescribed in the order. Despite receiving payment as recorded in the order, Bank did not return the documents.

4.It will be useful to reproduce paragraph Nos.14 and 15 of the order, dated 10.10.2022 in W.P(MD)No.23201 of 2022 and the same reads as under:

"14.According to the learned Standing Counsel for the respondent, the total outstanding amount as on 17.09.2022 is Rs.41,97,814/-.

15.Today, when the matter was taken up for hearing, the learned Counsel for the petitioner submitted that the petitioner is ready to pay Rs.7,00,000/- (Rupees Seven Lakhs Only) on or before 20.10.2022 and the



W.P.(MD).No.3372 of 2024

WEB COPY

remaining outstanding amount within four months therefrom, for which, the learned Standing Counsel for the respondent is agreeable, however, with liberty to the respondent to proceed against the petitioner in case of default in payment of any one of the instalments."

5. In the pre lunch session, counsel appearing for the Bank candidly admitted that the entire amount of Rs.41,97,814.29/- (Rupees Forty One Lakh Ninety Seven Thousand Eight Hundred and Fourteen and Twenty Nine Paise) was paid within the time mentioned in paragraph No.15. When the Court asked as to why the documents were not released, counsel for the Bank stated that another sum of Rs.5,00,000/- (Rupees Five Lakhs Only) is payable towards interest. When we pointed out to the counsel that the order only says a sum of Rs.41,97,814.29/- (Rupees Forty One Lakh Ninety Seven Thousand Eight Hundred and Fourteen and Twenty Nine Paise) to be paid in full and final settlement within the time mentioned in paragraph No.15 and non-return of documents would amount to wilful disobedience of the orders of the Court, counsel stated that he will advise the Bank to return the documents. Therefore, this Court to record this as an undertaking of the Bank, directed the Chief



W.P.(MD).No.3372 of 2024

WEB COPY

Manager of the Bank, whose office is also not far from the Court, to come to the Court and give a personal undertaking.

6.Post lunch, as directed by this Court, Mr.Srinath Kumar, Chief Manager, Karur Vysya Bank, Gnanaolivupuram, Madurai is present in Court. Mr.Sugumar, counsel for Bank identifies Mr.Srinath Kumar and confirms that he is the Chief Manager.

7.Mr.Srinath Kumar through Mr.Sugumar, counsel for Bank gives an undertaking to the Court on behalf of himself and the Bank that all documents shall be handed over to petitioner by 11.00 a.m on 17th February 2025.

8.We direct the said Srinath Kumar, Chief Manager to personally go to petitioner's address given in the cause title and hand over the documents by 11.00 a.m on 17th February 2025. While handing over, he shall also give a no due certificate to petitioner. Mr.Srinath Kumar also undertakes to the Court that he shall, on the appointed date and time present himself in the Sub Registrar Office to sign the necessary documents for cancellation of mortgage, but makes a reasonable request, which is accepted, to give him atleast two working days



W.P.(MD).No.3372 of 2024

advance notice. Undertaking is accepted.

9.We have noted that this petitioner has approached this Court by way of this writ petition due to the high handed behavior of the Bank. Petitioner is certainly entitled to cost. We direct the respondent No.1 to pay a sum of Rs. 25,000/- as cost and this amount shall also be handed over by way of pay order drawn in favour of petitioner while handing over all the documents on 17th February 2025. We would be generous and not initiate contempt proceedings against the Bank Manager or the Bank.

10.Writ Petition is disposed of with liberty to petitioner to apply, if the order is not complied with.

[K.R.SHRIRAM., C.J.]

[V.LAKSHMINARAYANAN,J.]

14.02.2025

NCC : Yes / No
Index : Yes / No

LR



WEB COPY



W.P.(MD).No.3372 of 2024

THE HON'BLE CHIEF JUSTICE
and
V.LAKSHMINARAYANAN, J.

LR

W.P.(MD).No.3372 of 2024

14.02.2025