

W.P.(MD)No.7499 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 29.04.2025

CORAM:

THE HONOURABLE **MRS. JUSTICE J. NISHA BANU**
and

THE HONOURABLE **MRS.JUSTICE S.SRIMATHY**

W.P.(MD)No.7499 of 2025

and

W.M.P.(MD)Nos.5651, 5652 and 5654 of 2025

- 1.C.Nagendran
- 2.S.N.Kalaiselvi
- 3.Praveen

4.M/s.Ishwarya Construction,
Proprietor - C.Nagendran,
No.52, Kamatchi Bhavanam,
Sathiya Nagar, Settinaickenpatty,
Dindigul 624 004.

... Petitioners

Vs.

- 1.Edelweiss Asset Reconstruction Company Limited,
Acting in its capacity as Trustee of EARC Trust SC 396,
Represented by its authorized officer,
Retail Central Office, 1st Floor,
Edelweiss House, Office CST Road,
Kalina, Mumbai 400 098.

- 2.L&T Housing Finance Limited,
Brindavan, Plot No.177,
Vidyanagari Marg,
C.S.T. Road,
Kalina, Santacruz East,
Mumbai 400 098.

... Respondents



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PRAYER : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a **Writ of Certiorari**, to call for the records relating to impugned order, dated 19.02.2025, in Cr.M.P.No.88 of 2025 passed by the learned Chief Judicial Magistrate, Dindigul and to quash the same as illegal and arbitrary.

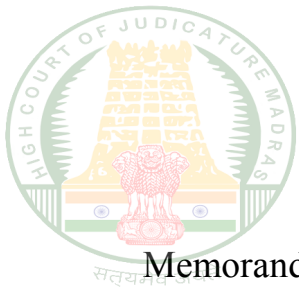
For Petitioner : Mr.P.Ganapathi Subramanian
For R1 : Mr.S.Raghavan

ORDER

(Order of the Court was delivered by J.NISHA BANU, J.)

The present writ petition is filed for Writ of **Certiorari**, to quash the impugned order dated 19.02.2025 passed under section 14 of SARFAESI Act by Chief Judicial Magistrate, Dindigul.

2. The facts are that the petitioners are doing Civil Construction business under the name and style of “Aishwarya Construction”. He availed financial assistance of Rs.76,00,000/- in Loan Account No. MDUHL 17000141 on 30.05.2017 with repayment tenure of 227 months that is by September 2038. The petitioner was granted another loan of Rs.45,08,324/- in Loan Account No. MDUHL 17000142 on 05.07.2017 with repayment tenure of 160 months and the last instalment payable by February 2033. The petitioners had executed



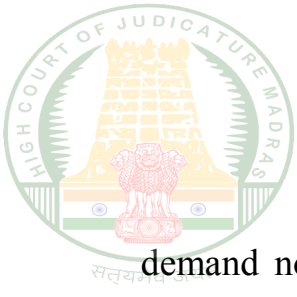
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Memorandum of Deposit of Title Deed in Doc.No.1925 of 2017 dated 03.07.2017.

The petitioners were regularly paying the instalment and paid Rs.15,74,710/- and Rs.11,39,272/- respectively.

3. The contention of the petitioners is that there was sudden change in the business and further due to Covid-19, business could not be carried on, thereby incurred huge loss. It is pertinent to state the petitioners' family suffered corona virus. Consequently the petitioners could not pay the loan commitment. In the meanwhile, the respondent declared the account as NPA, demand notice dated 13.06.2022 was issued under section 13(2).

4. On 23.09.2022, the 1st respondent rearranged the outstanding loan amount as Rs.64,94,393/- and Rs.40,05,607/- respectively. Thereafter, the petitioners were regularly remitting the amount. But the first respondent orally demanded huge amount as arrears, hence the petitioners requested the respondent to provide statement of accounts along with details of apportionment of amount. The respondent orally replied that the amount was apportioned under various heads such as penal interest, additional interest charges but without disclosing the same to the petitioners and without providing statement of accounts. As on 21.01.2024, the petitioners are liable to pay Rs.1,09,20,020.61/- as stated in

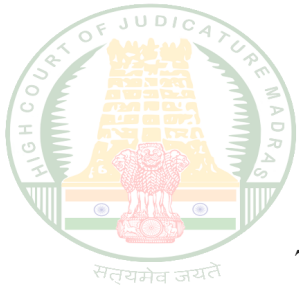


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demand notice. In the meanwhile, the respondent took steps to take possession through Magistrate Court and the Magistrate Court has also appointed advocate commissioner. Challenging the same, the present writ petition is filed.

5. When the case was heard at the time of admission, this Court vide order dated 19.03.2025 directed the petitioners to deposit Rs.5 Lakhs on or before 1.04.2025 to show their bonafides. The petitioners had deposited the same on 20.03.2025 and submitted the receipt before this Court.

6. It is seen that the petitioners are liable to pay Rs.1,09,20,029.61/- and the petitioners paid Rs.5 lakhs. Therefore, the petitioners are directed to pay the balance amount in ten equal instalments starting from July 2025. In case, the petitioners are at default in paying the aforesaid instalment, the respondents are at liberty to proceed with as per the order of the learned Magistrate. As far as the interest portion is concerned, it is needless to state that the petitioners can approach the respondents with a request for reducing the interest rate.



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7. With the above said observations, the writ petition is disposed of. No costs. Consequently, connected miscellaneous petitions are closed.

[J.N.B., J.] [S.S.Y., J.]
29.04.2025

Index : Yes / No

Tmg/nvsri

To

The Chief Judicial Magistrate, Dindigul.



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J.NISHA BANU, J.

and

S.SRIMATHY, J.

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