



W.A(MD)No.2379 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

DATED : 20.08.2025

CORAM:

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

AND

THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

W.A(MD)No.2379 of 2025

S.Chitra

... Appellant/Petitioner

Vs.

The Divisional Manager,
Life Insurance Corporation of India,
Divisional Office, "Jeevan Prakash"
P.B.No.16, Bridge Station Road,
Sellur, Madurai City.

... Respondent/Respondent

PRAYER: Writ Appeal filed under Clause XV of the Letters Patent Appeal, to set aside the order dated 04.11.2024 passed in W.P(MD)No.12269 of 2018.

For Appellant : Mr.J.Vijayaraja

For Respondent : Mr.D.Shanmugaraja Sethupathi



W.A(MD)No.2379 of 2025

JUDGMENT

WEB COPY (Judgment of the Court was made by **G.ARUL MURUGAN, J.**)

Intra Court appeal is filed challenging the order dated 04.11.2024 in W.P(MD)No.12269 of 2018.

2. Is the contention of the learned counsel for the appellant that the appellant had availed loan from the respondent and there had been a One Time Settlement with the respondent in which, a sum of Rs.14,00,000/- (Rupees Fourteen Lakhs only) was arrived. Pursuant to which, the appellant has paid a sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) and on such payment, they are entitled to receive the documents.

3. It is the further contention that the appellant has filed a writ petition seeking direction to return the title deeds. The writ Court had disposed of the writ petition by directing the appellant/petitioner to pay the amount as demanded by the respondent, whereas, the respondent is demanding a sum of Rs.26,00,000/- (Rupees Twenty Six Lakhs only) more than the amount which was arrived in the One Time Settlement.



W.A(MD)No.2379 of 2025

WEB COPY

4. Per contra, the learned counsel for the respondent would submit that since the appellant had availed loan, only on repayment of the entire loan amount, she is entitled to receive the documents, which has been rightly noted by the Writ Court and therefore, no further orders are required in the writ appeal.

5. Heard the submissions made by both sides and perused the materials available on record.

6. Admittedly, the appellant herein had availed loan from the respondent and entered into a contractual obligation with the respondent/ LIC. The terms of the loan availed and the contract between the parties cannot be looked into or adjudicated by the Writ Court under Article 226 of the Constitution of India. Further, if at all there can be any One Time Settlement, it is an agreement entered into between the parties and the merits or otherwise in respect of an One Time Settlement or any calculation arrived therein cannot be looked into or adjudicated in the writ petition. If at all the parties have entered into any agreement with the respondent, it is for them to pursue and take it to a logical conclusion. Admittedly, loan has been availed by the appellant and there is a due payable to the respondent



W.A(MD)No.2379 of 2025

corporation. Unless the entire dues are settled, the appellant will not be entitled for return of the documents. If at all the appellant is having any grievance in respect of the settlement arrived at and the payments already made by him, it is open to him to make necessary application before the competent authorities or the Ombudsman, whoever empower to adjudicate those issues. Without resorting to the same, the writ petition filed by the appellant seeking to return of the documents is not maintainable. Therefore, the present writ appeal stands dismissed. No costs.

(S.M.S., J.) & (G.A.M., J.)
20.08.2025

NCC : Yes / No
Index : Yes / No
am



WEB COPY



W.A(MD)No.2379 of 2025

S.M.SUBRAMANIAM, J.

AND

G.ARUL MURUGAN, J.

am

W.A(MD)No.2379 of 2025

20.08.2025