

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
INTERIM APPLICATION NO. 6807 OF 2025
IN
WRIT PETITION NO. 5747 OF 2017**

Mrs. Jayashree Rajaram Santh ... Applicant
Versus
M/s. PNB Housing Finance Co. Ltd. ... Respondent

Adv. Bhagyashri Mangale i/by Adv. E. A. Sasi for the Applicant.
Mr. Prafull Chipte i/by Ms. Medha Rane for Respondent.

**CORAM : MANISH PITALE AND
SHREERAM V. SHIRSAT, JJ.
DATE : 9th APRIL 2026**

P.C. :

. On the last date of listing, we had called upon the learned counsel for the respondent-finance company to take instructions with regard to the prayer made on behalf of the applicant (original petitioner) in this application.

2. By the said prayer, the applicant is seeking a direction to the Registrar (Judicial) for handing over original documents pertaining to the property, the details of which have been stated in the prayer in this application.

3. The learned counsel for the respondent-finance company submits that it has no objection to the prayer being granted, but the loan was availed by the borrower and the applicant can be said to be a third party.

4. In this context, the learned counsel for the applicant invited attention of this Court to consent terms dated 16th June 2022, on the

basis of which the writ petition was disposed of. In the said consent terms, it is recorded that the applicant paid the entire balance amount to the respondent-finance company, resulting in full and final settlement of the dues payable to the said respondent.

5. It is the case of the applicant that the borrower would not necessarily be concerned with the matter as he defaulted and thereafter, did not take any steps in the matter.

6. We are of the opinion that since the applicant (original petitioner) indeed paid the entire amount resulting in full and final settlement of the demands made by the respondent-finance company and it is the applicant, who would be entitled to benefit in respect of the property in question, there should be no impediment in directing handing of the original documents, concerning the said property, to the applicant herein.

7. In view of the above, the application is allowed in terms of prayer clause (a), which reads as follows :

(a) This Hon'ble Court may be pleased to issue appropriate order and direction thereby directing the Registrar (Judicial) of this Hon'ble Court to handover all the original documents relating to the Flat No. 104, situated on the first floor of MHADA Complex at Plot No.36, Hissa No. 263, RCS-2, Malwani, Malad, Mumbai – 400 095, which are deposited in the custody of the Registrar (Judicial), by the Respondents, to be handed over to this Applicant on such terms and conditions as this Hon'ble Court may deem fit and proper.

(SHREERAM V. SHIRSAT, J.)

(MANISH PITALE, J.)