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W.A.No.1351 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.06.2026

CORAM :

THE HONOURABLE MR. SUSHRUT ARVIND DHARMADHIKARI,
CHIEF JUSTICE

AND

THE HONOURABLE MR.JUSTICE G.ARUL MURUGAN

WA No.1351 of 2026

M.V.Subramanian
S/o.Late M.M.Shastri,
M-39/1,(New No.21),
7th Cross Street, Besant Nagar,
Chennai – 600 090.

Appellant(s)

Vs

Indian Overseas Bank
Specialised SME Bank,
Guindy, Chennai – 600 032.

Respondent(s)

PRAYER: Appeal filed under Clause 15 of the Letters Patent to set aside the order dated 04.09.2025 passed by the learned Single Judge in W.P.No.32579 of 2025.

For Appellant(s): Mr.V.Ramesh
for Mr.R.Ashwanth



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For Respondent(s): Mr.F.B.Benjamin George

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JUDGMENT

(Delivered by the Hon'ble Chief Justice)

This appeal is directed against the order dated 04.09.2025 passed by the learned Single Judge in W.P.No.32579 of 2025, whereby the appellant's prayer for issuance of a writ of mandamus to direct the respondent/Bank to release the original title deeds and other revenue documents was declined, granting him liberty to approach the Debt Recovery Appellate Tribunal (DRAT).

2. The appellant deposited the original title deeds relating to his agricultural land measuring 37.5 acres situated in Chittor Balaji District towards security for various credit facilities availed by Jain Granites and Projects India Limited. Upon default committed by the principal borrower, the respondent/Bank initiated recovery proceedings before the Debts Recovery Tribunal (DRT) in O.A.No.619 of 2016. The DRT allowed the application *ex parte* and issued a Recovery Certificate on 11.01.2019.



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3. The appellant moved the writ court seeking return of his documents, asserting that he was neither a borrower nor a valid guarantor and that the demand and possession notices issued under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 [SARFAESI Act] were defective.

4. Conversely, the respondent Bank contended that the appellant had executed a valid Guarantee Agreement on 23.09.2015, establishing a co-extensive liability with the principal borrower, which legally permits the bank to exercise a lien over the secured assets until the outstanding dues are satisfied.

5. The grounds of appeal prominently feature highly contentious factual assertions. The appellant claims that the original documents were delivered solely for a proposed enhancement of credit facilities and that his name was omitted from the list of guarantors in subsequent sanction letters. He further contests the validity, execution, and availability of the Guarantee Agreement dated 23.09.2015.



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6. The appellant's primordial challenge is to the recovery mechanism initiated by the Bank, which is regulated under the special legislations, viz., namely the Recovery of Debts and Bankruptcy Act, 1993 and the SARFAESI Act, 2002. It is not in dispute that the DRT has already issued a Recovery Certificate following due process. Where a complete self-contained statutory framework exists, an aggrieved person cannot bypass the designated appellate forum to seek an extraordinary remedy under Article 226 of the Constitution of India. The appropriate legal course against an order of the DRT or actions linked to asset enforcement lies in invoking the statutory right of appeal before the DRAT.

7. At this juncture, it is vital to reiterate the stringent framework designed by the legislature under Section 18 of the SARFAESI Act. Section 18 provides a mandatory right of appeal to any person aggrieved by an order passed by the DRT. However, this right is explicitly tethered to a strict pre-deposit requirement. Under the second proviso to Section 18(1) of the SARFAESI Act, no appeal shall be entertained by the DRAT unless the borrower/aggrieved

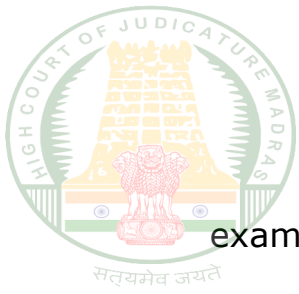


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person deposits with the DRAT fifty percent (50%) of the amount of debt due from him, as claimed by the secured creditors or determined by the DRT, whichever is less. While the DRAT retains the discretion to reduce this amount for reasons to be recorded in writing, it cannot lower the threshold below twenty-five percent (25%) of the debt.

8. When such is the legislative intent behind Section 18 of the SARFAESI Act, permitting the appellant to bypass this forum and seek a writ of mandamus would effectively circumvent the mandatory pre-deposit checkpoint established under Section 18 of the SARFAESI Act. Extraordinary jurisdiction cannot be invoked to dilute explicit statutory pre-requisites.

9. That apart, it is a foundational principle of public law that a writ of mandamus under Article 226 of the Constitution of India cannot be utilized as a tool to resolve complex, disputed questions of fact. Determining whether a guarantee was validly executed and interpreting the chronological alignment of separate loan accounts requires a comprehensive analysis of documentary evidence and



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examination of witnesses. The writ court cannot turn itself into a court of first instance to unravel contractual disputes. Therefore, in our considered opinion, the learned Single Judge has rightly observed that an efficacious alternative statutory remedy remains completely open to the appellant before the DRAT.

Finding no infirmity in the order passed by the writ court, this writ appeal stands dismissed. The appellant is at liberty to raise all his defenses before the DRAT, if so advised, in accordance with the law. There shall be no order as to costs.

(SUSHRUT ARVIND DHARMADHIKARI,CJ) (G.ARUL MURUGAN,J)
08.06.2026

Index : Yes/No
Neutral Citation : Yes/No
sasi

To:

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