



W.P.(MD)No.10091 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 11.06.2026

CORAM

THE HONOURABLE MR.JUSTICE **HEMANT CHANDANGOUDAR**

W.P.(MD)No.10091 of 2026

Theresamma

... Petitioner

VS.

1.The Ombudsman / General Manager,
C/o. Reserve Bank of India,
Fort Glacis, Rajaji Salai, Chennai-600 001.

2.The District Collector,
Theni District.

3.The Authorized Officer,
Aadhar Housing Finance Limited,
2nd Floor, No.3, JVT Towers,
8th 'A' Main Road, S.R. Nagar,
Bengaluru – 560 027,
Karnataka State.

4.The Authorized Officer,
Aadhar Housing Finance Limited,
2nd Floor, High Street cum Highland Corporate Centre,
Majiwada, Kapurbavdi, Thane West – 400 607.

5.The Branch Manager,
Aadhar Housing Finance Limited,
No.338/1, 1st Floor, RAMKV Square,
1st East Main Road, Anna Nagar,
Madurai 625 020.

... Respondents



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PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, to direct the respondent no. 3 to 5 herein to release/return the title document in respect of the property comprised in S.No. 409/4A1A, situated at Seepalakottai Village, Uthamapalayam Taluk, Theni District which was mortgaged in Loan Acc. No. 20800000326 on the basis of the representations dated 18.12.2023 and 21.03.2026 within a stipulated in accordance with law.

For Petitioner	:Mr.G.Vishnuram
For R1	:Mr.K.R.Laxman
For R2	:Mr.M.Mahaboob Athiff Government Advocate
For R3 to R5	:No appearance *****

ORDER

The petitioner is before this Court seeking issuance of a Writ of Mandamus directing respondents 3 to 5 to release and return the original title deeds pertaining to the property comprised in Survey No.409/4A1A, situated at Seepalakottai Village, Uthamapalayam Taluk, Theni District, which had been deposited as security in respect of Loan Account No. 20800000326 maintained with respondents 3 to 5.



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2.It is the case of the petitioner that, on account of default in repayment of the loan availed from respondents 3 to 5, proceedings were initiated under the provisions of the SARFAESI Act. The said proceedings culminated in the passing of an order under Section 14 of the Act. Aggrieved by the same, the petitioner approached this Court by filing W.P.(MD) No.11340 of 2022. The Hon'ble Division Bench of this Court, by order dated 14.11.2022, directed the petitioner to clear the entire outstanding loan amount in five consecutive equal instalments.

3.The petitioner would submit that, pursuant to the aforesaid order passed by the Hon'ble Division Bench, the entire outstanding loan amount has been paid. In support of the said claim, the petitioner has produced receipts evidencing payment of the loan amount along with the typed set of papers. According to the petitioner, despite full settlement of the loan account, respondents 3 to 5 have failed to return the original title deeds deposited by him.

4.The petitioner further states that, in view of the failure of respondents 3 to 5 to return the original title deeds, he filed Contempt



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Petition (MD) No.692 of 2024 alleging non-compliance with the order passed by the Hon'ble Division Bench. However, the Hon'ble Division Bench, by order dated 10.06.2024, dismissed the contempt petition on the ground that no specific direction had been issued in the writ proceedings for return of the original title deeds.

5.It is also brought to the notice of this Court that respondents 3 to 5 had initiated proceedings under Section 138 of the Negotiable Instruments Act in C.C. No.15039 of 2022 on the file of the learned XXIII Additional Chief Judicial Magistrate, Bengaluru. The said proceedings were subsequently closed after recording that the petitioner had paid the entire amount due to the financial institution.

6.Heard the learned counsel appearing for the petitioner, the learned counsel appearing for the first respondent, and the learned Government Advocate appearing for the second respondent. Though notice has been duly served on respondents 3 to 5, they have neither entered appearance in person nor through counsel and have chosen not to contest the present proceedings.



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7. Ordinarily, this Court would be slow in issuing directions against private financial institutions in exercise of its jurisdiction under Article 226 of the Constitution of India. However, the facts of the present case disclose that the petitioner had approached this Court earlier and, pursuant to the directions issued by the Hon'ble Division Bench, claims to have discharged the entire loan liability. The materials placed on record also indicate that the criminal proceedings initiated under Section 138 of the Negotiable Instruments Act were closed after recording payment of the dues.

8. In such circumstances, this Court is of the view that respondents 3 to 5 cannot indefinitely retain the original title deeds, if the entire loan amount has in fact been discharged. Therefore, respondents 3 to 5 are directed to verify the loan account and, upon being satisfied that the petitioner has paid the entire outstanding loan amount and that no amount remains due under Loan Account No.20800000326, release and return the original title deeds relating to the subject property and issue the necessary discharge certificate to the petitioner.



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9.The aforesaid exercise shall be completed within a period of two
(2) weeks from the date of receipt of a copy of this order.

10.There shall be no order as to costs.

Index :Yes / No
Internet :Yes / No
NCC :Yes / No

11.06.2026

cmr

To

The District Collector,
Theni District.



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HEMANT CHANDANGOUDAR, J.

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