



W.P.(MD)No.34932 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 02.01.2026

CORAM

THE HON'BLE MR.JUSTICE R.VIJAYAKUMAR

W.P.(MD)No.34932 of 2025

Rex

...Petitioner

Vs

The Indian Bank,
Represented by its Branch Manager,
Tuticorin Branch,
No.76, Beach Road,
Tuticorin-628 001.

...Respondent

PRAYER: Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondent to release and return the original sale deed of the petitioner in Document No.728/2005 dated 20.04.2025 and Document No.3093 of 2011 dated 08.09.2011 within the time that may be stipulated by this Court.

For Petitioner : Mr.M.Mahaboob Athiff

For Respondent : Mr.C.Karthick,
Standing Counsel



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ORDER

The present writ petition has been filed seeking a mandamus as against the respondent Bank to release and return the original sale deed of the writ petitioner in Document No.728 of 2005 dated 20.04.2025 and Document No.3093 of 2011 dated 08.09.2011.

2. According to the learned counsel appearing for the writ petitioner, the aforesaid two documents were given as a security to the respondent Bank for borrowing loan. Both the loan accounts have been closed and therefore, the writ petitioner has approached the respondent Bank for returning those documents. However, there is no response from the Bank. Hence, the present writ petition.

3. Per contra, the learned Standing Counsel appearing for the respondent Bank submitted that as far as Document No.728 of 2005 is concerned, which is the subject matter of a memorandum of deposit of title deeds, the said document has been given as a security for three loans. Out of the said three loans, only one loan has been cleared and the other two loans, namely, Working Capital Loan and SME Loan have not been cleared. In such circumstances, Document



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No.728 of 2005 cannot be returned. He further submitted that the Document No.3093 of 2011 has been retained by the Bank, which was given as a security by the writ petitioner, as a general lien for the loan that he had borrowed from the Bank.

4. Heard the learned counsel appearing on either side and perused the materials available on record.

5. As far as Document No.728 of 2005 is concerned, which is the subject matter of a memorandum of deposit of title deeds, which was given as a security for borrowing three loans and admittedly, the writ petitioner has cleared only one loan and the writ petitioner has not cleared the other two loan accounts. In such circumstances, Document No.728 of 2005 cannot be released.

6. As far as Document No.3093 of 2011 dated 08.09.2011 is concerned, the same was given as a security for borrowing a different loan which has been cleared by the writ petitioner. The respondent Bank cannot retain the said document as a general lien in view of the Division Bench judgment of this Court reported in **2017-2-Writ L.R. 584** in the case of ***M.Shanthi Vs. Bank of Baroda, Represented by its Chief Manager, Namakkal Branch, Namakkal.***



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7. In view of the said deliberations, the respondent Bank is directed to release and return Document No.3093 of 2011 dated 08.09.2011 only to the writ petitioner within a period of four weeks from the date of receipt of a copy of this order.

8. With the above direction, the writ petition stands disposed of. No costs.

02.01.2026

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

To
The Indian Bank,
Represented by its Branch Manager,
Tuticorin Branch,
No.76, Beach Road,
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R.VIJAYAKUMAR, J.

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