IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 21-07-2026

PRONOUNCED ON : -08-2026

CORAM

THE HON'BLE MR.SUSHRUT ARVIND DHARMADHIKARI, CHIEF JUSTICE
AND
THE HON'BLE MR. JUSTICE G.ARUL MURUGAN

WP No. 29686 of 2025
and
WMP No. 33291 of 2025

1. Dr.D.Subburaj
   S/o.Devaraj,
   Residing at,
   No.4, Pari Colony,
   Keelkattalai, Chennai- 117.

2. Dr.T.A.Sindhuja
   W/o.Dr.D.Subburaj,
   Residing at,
   No.4, Pari Colony,
   Keelkattalai, Chennai- 117.

..Petitioner(s)

Vs

1. The Indian Bank rep. by
   its Branch Manager/AGM,
   Kanchipuram Main,
   11-A, Nellukara Street,
   Annai Indira Gandhi Road,
   Kanchipuram- 631 501.

2. The Indian Bank rep. by
   its Authorised Officer,
   Kanchipuram Branch,
   46, Gandhi Road,
   Kanchipuram- 631 501.

3. The Indian Bank rep. by
its Branch Manager,
Chrompet Branch,
10, Bhashyam Street,
Radha Nagar, Chrompet,
Chennai- 600 044.

4. The Inspector of Police
CCB I, Chennai,
Crime No.3 of 2025,
Chennai City.

5. The Sub Registrar
Velachery SRO, Chennai.

6. B.Subramaniam,
S/o. Late N.Bhagavathy Pillai,
AJ-73, 3rd Street, 9th Main Road,
Anna Nagar, Chennai.

7. M.Ravi,
S/o. Muthu, No.56,
Narayanapalayam Street,
kancheepuram - 631 501,
Presently Residing at,
Plot No.241, Sri Balaji Nagar,
kuberan Nagar Extension,
12th Street, Madipakkam Village,
Shollinganallur Taluk, K
Kanchipuram District.

[R6, R7 impleaded vide order dated
19.11.2025 made in WMP.38149/2025 in
WP.29686/2025]

..Respondent(s)

PRAYER: Writ Petition has been filed under Article 226 of the Constitution of India praying for the issuance of a writ of Mandamus, directing the respondents 1 and 2 to refund Rs.91,29,326/- with interest at the rate of 18% per annum from 01.01.2023 towards the fraudulent eAuction sale held on 16.11.2022, by cancelling the Sale Certificate dated 17.12.2022

(Doc.No.143/2023-SRO, Velachery) in respect of the property measuring 2920 Sq.ft., in SF No.134/2B, Plot No.241, Sri Balaji Nagar, Madipakkam village, Sholinganallur Taluk, Kanchipuram District by considering the petitioners' representation dated 09.04.2025.

For Petitioner(s):	Mr.N.Manoharan
For Respondent(s):	Mr.Jayesh B.Dolia Senior Counsel For M/s.Aiyar and Dolia For R1 to R3 Mr.M.Dinesh Government Advocate (Criminal Side) For R4 Mr.R.Veeramani Government Pleader For R5 Mr.P.Mani For R6 R7 - No Appearance.

O R D E R

G.Arul Murugan J.

This writ petition has been filed seeking a direction to respondents 1 and 2, Bank, to refund a sum of Rs.91,29,326/- with interest at the rate of 18% per annum from 01.01.2023, and for consequential relief in respect of the sale certificate dated 17.12.2022.

2. It is the case of the petitioners that they are Doctors by

profession and residents of Chennai. Pursuant to the sale notice issued by the 2nd respondent/Bank, a property measuring 2,920 Sq.ft. bearing S.F.No.134/2B, Plot No.241, in Sri Balaji Nagar, Madipakkam Village, Shollinganallur Taluk, Kancheepuram District, was brought for sale under the provisions of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 [hereinafter referred to as "the SARFAESI Act"], consequent upon the default committed by one Mr.M.Ravi/7th respondent, who was the borrower.

3. It is the further case of the petitioners that they have participated in the auction sale conducted on 16.11.2022, in which they became the successful bidder for a sale consideration of Rs.1,20,88,000/-.The petitioners state that they availed a loan from the 3rd respondent/Bank for a sum of Rs.59,85,000/- and arranged the balance sale consideration from their own sources, through their parents, relatives, and friends.

4. On payment of the entire sale consideration, the 2nd respondent issued a sale certificate dated 17.12.2022 in favour of the petitioners. The said sale certificate was thereafter presented for registration and was registered as Document No.143 of 2023 on the file of the 5th respondent. For the same, the petitioners have incurred the stamp duty of

Rs.13,30,490/-.

5. It is further submitted that the petitioners purchasing the property intended to carry out development therein. However, the 4th respondent/Police called the petitioners for an enquiry, pursuant to which a criminal case in Crime No.3 of 2025 was registered for offences punishable under Sections 417, 419, 465, 467, 468 and 471 read with Section 109 of the Indian Penal Code, 1860.

6. The said criminal case was registered on the basis of a complaint given by 6th respondent/Mr.B.Subramaniam, S/o Mr.N.Bhagavathi Pillai. According to the complaint, one Mr.S.Baskaran had impersonated the deceased father of the 6th respondent and created a bogus sale deed dated 20.05.1964. Based on the said bogus sale deed, a Power of Attorney dated 03.12.2019 was registered in favour of the said Mr.S.Baskaran and that thereafter, in collusion with the 7th respondent/ Mr.M.Ravi, a sale deed dated 21.12.2019 was executed in the name of the 7th respondent.

7. It is the further case of the petitioners that, the 7th respondent approached the 2nd respondent/Bank and availed a loan for a sum of Rs.79,77,730/-. Due to deliberate default committed by the 7th

respondent, the loan account was classified as Non-Performing Asset (NPA). Consequently, the 2nd respondent/Bank issued a demand notice under Section 13(2) of the SARFAESI Act dated 08.11.2021 to the 7th respondent and his guarantors, followed by a possession notice under Section 13(4) dated 21.01.2022. Thereafter, a sale notice came to be issued fixing the auction sale on 16.11.2022, in which the petitioners participated and purchased the property.

8. The grievance of the petitioners is that the 2nd respondent/Bank, without proper verification and scrutiny of the documents produced by the 7th respondent and even in the absence of the original sale deed being produced by the borrower, proceeded to sanction and disburse the loan. The same was done based on fraudulent documents created by the 7th respondent, who was not entitled to the property. It is therefore contended that only because the bank failed to act with due diligence and accepted the property as security, it proceeded to sell the property by way of public auction without disclosing the cloud over the title and the encumbrances, as contemplated under the Security Interest (Enforcement) Rules, 2002, therefore, the bank is liable to refund the amount to the petitioners. The petitioners have sent a representation dated 09.04.2025 and since it did not evoke any response, they filed the present writ petition.

9. Mr.N.Manoharan, the learned counsel for the petitioners contended that the petitioners are *bona fide* auction purchasers who participated in the auction conducted by the bank with trust and confidence. It was incumbent upon the Bank to disclose all the encumbrances and other materials particulars relating to the title of the property, as contemplated under Rule 8(7)(a) of the Security Interest (Enforcement) Rules, 2002. It was further submitted that, if the bank had exercised due diligence by calling for the original title deeds and obtained a proper legal verification, the fabricated documents would not have been accepted and the loan would not have been extended to the 7th respondent, who had no valid title to the property.

10. It was therefore contended that, but for the mistake committed by the Bank, the petitioners, being *bona fide* auction purchasers, would not have been deprived of their hard-earned money. It was further submitted that, once it is found that the 7th respondent had no title to the property mortgaged with the Bank and, particularly, when a criminal case has been registered and is pending in respect of the alleged offences of fabrication and forgery, the Bank having proceeded to auction a property, which could not have been auctioned, is liable to refund the consideration paid by the petitioners along with interest and other incidental expenses

at a reasonable rate of interest.

11. In support of his submissions, the learned counsel placed reliance on the decision of the Coordinate Bench of this Court in W.P.No.4437 of 2024 and also the decision of the Hon'ble Supreme Court in ***Leelamma Mathew vs. Indian Overseas Bank and Others***[1].

12. Per contra, Mr.Jayesh B.Dolia, learned Senior Counsel appearing on behalf of the respondent/Bank submitted that the Bank had conducted due scrutiny of all the documents, including the sale deed. Only upon title verification and obtaining a legal opinion, the documents were accepted for mortgage, based on which the loan was sanctioned. The learned Senior Counsel further submitted that there is no question of non-disclosure under Rule 8(7) of the Security Interest (Enforcement) Rules, 2002, since the registration of the criminal case itself was made subsequently, and the Bank was not aware of the alleged fraud at the time of auction. According to the Bank, there were no known encumbrances or disputes relating to the title of the property at the time of auction.

13. It was further contended that merely because a criminal case

[1] (2023) 20 SCC 459

was subsequently registered, the petitioners cannot seek refund of the sale consideration, particularly when the sale deed registered in favour of the 7th respondent stands, and the sale certificate issued in favour of the petitioners has not been set aside or declared null and void. It was further submitted that, if it is found that the 7th respondent has played a fraud, it is not only the petitioners but also the bank that has been cheated and is a victim of the fraud. Unless the sale conducted by the Bank and the sale certificate issued in favour of the petitioners are declared void, no cause of action would arise for seeking refund of the sale consideration from the Bank and, therefore he sought dismissal of the writ petition.

14. Mr.R.Veeramani, learned Government Pleader appearing on behalf of the 5th respondent and Mr.M.Dinesh, learned Government Advocate (Criminal Side) appearing on behalf of the 4th respondent, submitted that based on the complaint of the impleaded 6th respondent alleging that his father, Mr.N.Bagavathi Pillai, passed away as early as in the year 2010, whereas the sale deed was executed in favour of the 7th respondent/Mr.M.Ravi in the year 2019 by one Mr.S.Baskaran (since deceased) prima facie, the deed seems to be fabricated and requires verification. Consequently, a case in Crime No.3 of 2025 was registered and charge sheet has been filed, which is pending trial.

15. We gave our anxious considerations to the submissions made on either sides and considered the materials available on record.

16. The 7th respondent/Mr.M.Ravi, purchased the subject property through sale deed dated 31.01.2019, registered as Document No.503 of 2019. Thereafter, he created a mortgage by deposit of title deeds dated 31.01.2019 and availed a loan of Rs.79,77,730/- from the 2nd respondent/Bank. As the loan was not repaid and the borrower committed default, the loan account was classified as a Non-Performing Asset (NPA). The 2nd respondent/Bank, thereafter, initiated proceedings under the SARFAESI Act and issued a demand notice under Section 13(2) of the SARFAESI Act. Thereafter, the Bank issued a possession notice dated 01.03.2022. Subsequently, a sale notice dated 10.10.2022 was issued, pursuant to which an auction sale was conducted on 16.11.2022.

17. The petitioners participated in the auction conducted on 16.11.2022 and were declared the successful bidders for a sale consideration of Rs.1,20,88,000/-. The petitioners claim to have availed a loan from the 3rd respondent/Bank for a sum of Rs.59,85,000/- and paid the entire sale consideration of Rs.1,20,88,000/- in accordance with the terms of the sale. Pursuant to payment of the entire sale consideration, a sale certificate dated 17.12.2022 was issued in favour of the petitioners

and registered as Document No.143 of 2023. The petitioners also incurred stamp duty and registration expenses amounting to Rs.13,30,490/-.

18. The 6th respondent, the son of Mr.N.Bhagavathi Pillai, who was the original owner of the property, alleged that one Mr.S.Baskaran had impersonated his father. It is alleged that, pursuant to a criminal conspiracy between Mr.S.Baskaran and the 7th respondent/Mr.M.Ravi, a document dated 20.05.1964 was fabricated and created. Based on the said document, forged power of attorney was registered in favour of Mr.S.Baskaran, followed by a sale deed dated 31.01.2019 in favour of the 7th respondent, which was registered as Document No.503 of 2018.

19. A complaint was registered in Crime No.3 of 2025 for the offences punishable under Sections 417, 419, 465, 467, 468 and 471 read with Section 109 of the Indian Penal Code, 1860. Pursuant to the investigation, it revealed that the father of the 6th respondent, Mr.N.Bhagavathi Pillai, had died in the year 2010 itself, whereas the power of attorney was allegedly registered in the year 2019 as though it had been executed by Mr.N.Bhagavathi Pillai in favour of Mr.S.Baskaran, after his death. It is further alleged that, based on the said forged power of attorney, the sale deed dated 31.01.2019 came to be executed in favour of the 7th respondent.

20. However, the learned Senior Counsel appearing for the respondent/Bank vehemently contended that the Bank had exercised due diligence and that the loan was sanctioned in favour of the 7th respondent only after thorough verification of the title documents and after obtaining a legal opinion.

21. On the other hand, it is contended that when the original title deeds relating to the property continue to remain with the 6th respondent, the sale deed dated 20.05.1964, as executed in favour of Mr.N.Bhagavathi Pillai, ought to have been verified with the records available in the Registration Department.

22. The 7th respondent is admittedly charged and facing trial for the offence of forgery and fabrication and he was not having any valid title to mortgage the property in favour of the Bank. The Bank, relying upon the mortgage created by the 7th respondent, proceeded to issue the sale notice and conduct the auction sale of the property.

23. At this juncture, it would be appropriate to refer to Rule 8(7) of the Security Interest (Enforcement) Rules, 2002, which reads as under:

"Rule 8(7) – every notice of sale shall be affixed on the conspicuous part of the immovable property and the authorised officer shall upload the detailed terms and conditions of the sale, on the web-site of the secured creditor, which shall include;

(a) the description of the immovable property to be sold, including the details of the encumbrances known to the secured creditor;

(b) the secured debt for recovery of which the property is to be sold;

(c) reserve price of the immovable secured assets below which the property may not be sold;

(d) time and place of public auction or the time after which sale by any other mode shall be completed;

(e) deposit of earnest money as may be stipulated by the secured creditor;

(f) any other terms and conditions, which the Authorised officer considers it necessary for a purchaser to know the nature and value of the property.]

24. As per Rule 8(7)(a) and (f), it is mandatory on the part of the Authorised Officer to disclose in the sale notice the details of any encumbrance over the property which may affect its value. The purchaser must be provided with full particulars relating to any encumbrance, attachment, lien, or other claim over the property which may affect its potential sale value, so as to enable the purchaser to take a conscious

and informed decision before participating in the auction sale.

25. In this regard, it is useful to refer to the decision relied upon by the petitioner in ***Leelamma Matthew's*** case (*supra)*, wherein the Hon'ble Supreme Court held that, under Rule 8 of the Security Interest (Enforcement) Rules, 2002, a duty is cast upon the Authorised Officer to take appropriate steps for the sale of the secured asset in accordance with law and as per Section 54 of the Transfer of Property Act, the seller was bound to disclose the buyer any material defect in the property of which the buyer is not aware and which the buyer could not ordinarily discover. The Apex Court rejected the contention of Bank that the property was put to auction on as is where is and as is what is condition and therefore, the purchaser having participated in the auction with knowledge of the terms and conditions, could not subsequently complain about the sale. The relevant portion of the judgment has been extracted hereunder:

> *"25. As per Section 54 of the Transfer of Property Act the seller was bound to disclose any buyer any material defect in the property of which the buyer is not aware and which the buyer could not ordinarily discover. Under the circumstances also the submission on behalf of the Bank that the property was put to auction o "as is where is and as is what is" condition, thereafter the plaintiff shall not be entitled to compensation of the less area cannot be accepted."*

26. Similarly, in ***D. Karthikeyan vs. The Chairman, Indian Bank, Indian Bank Corporate Office and Others[2],*** a Coordinate Bench of this Court relied upon a judgment of the Division Bench of the High Court of Andhra Pradesh in ***Mandava Krishna Chaitanya vs. UCO Bank, Asset Management Branch[3],*** and held that the auction purchaser must be furnished with all relevant facts and material particulars relating to the secured asset, so as to enable him to take a cohesive decision with regard to his participation in the auction and the amount to be offered and paid. The Bench further held that where the Bank fails to comply with the statutory requirements and withholds or fails to disclose material particulars relating to the secured asset, such non-compliance would amount to a breach of the trust. Consequently, the purchaser who had participated in auction is entitled to seek refund of the sale amount. The relevant portion is extracted hereunder:

> *"**14.** The legal position with respect to the auction sale of the mortgaged property is that as per Rule 8(6) of the Security (Enforcement) Rules, 2002, it is the duty of the bank to provide the description of the property, including all encumbrances and pertinent information, to the purchaser; more particularly, Rule 8(6)(f) states 'any other thing, which the authorised officer considers it material for a purchaser to know, in order to judge the nature and value of the property'. The Hon'ble Apex Court in Mandava Krishna Chaitanya v. Uco Bank, Asset Management Branch [2018 SCC Online 196] after referring to the provisions of Rules 8 and 9 of the Security Interest*

[2] 2023 (4) CTC 417
[3] MANU/AP/0087/2018

(Enforcement) Rules, 2002, which deal with sale of immovable secured assets, time of such sale, issuance of the sale certificate and delivery of possession, etc., it was held as under:

> *"10. The aforestated statutory scheme demonstrates that the secured creditor may also sell a secured asset which is not free from encumbrances. However, an endeavour must necessarily be made by the secured creditor to know as to whether any encumbrances attach to the secured asset, as the rules stipulate delivery of the property to the purchaser free from encumbrances known to the secured creditor. The secured creditor cannot therefore blindly accept any property as security and go on to sell the same without even enquiring as to what encumbrances attach to it. Be it noted that a secured creditor and more particularly, a bank, offers loan facilities on the strength of such secured assets and, in most cases, such loan facilities are sourced from public funds garnered from the exchequer/common man and therefore, a high level of responsibility attaches to the secured creditors, especially banks, to ensure that the secured assets, on the strength of which they offer tax payers monies or customer deposits to borrowers, are worthy of being mortgaged as security for such loans. It is not open to a bank, such as the UCO Bank, to baldly state that it obtained the subject property as security for the loan sanctioned by it to a borrower and that once it proposed to sell it on an as is where is and as is what is basis, it is freed from all responsibility."*

15. ....

16. ....

17. ....

***18.** In the case at hand, the petitioner with a fond hope that he would be in a position to enjoy the property, made his offer which* *was accepted by the bank and deposited the amount on 14.09.2012, with the expectation that the bank would hand over the vacant possession of the property within a reasonable time. However, even after a lapse of 11 years, the bank has failed to deliver the vacant possession. Throughout these years, the petitioner patiently awaited for favourable response from the bank, but nothing progressed. While so, the revenue officials reported that the subject property is classified as waterbody. However, the bank, instead of taking responsibility of delivery of the property free from encumbrance, dragged on the petitioner from pillar to post and finally compelled him to seek a direction to refund the sale amount already deposited. In such circumstances, following the legal proposition as stated above, this court deems it appropriate to direct the respondent bank to refund the sale amount deposited by the petitioner with interest. Considering the date of sale certificate i.e., on 17.09.2012, the rate of interest shall be at 9% p.a."*

27. In ***Delhi Development Authority vs. Corporation Bank and Others***[4]***,*** the Hon'ble Supreme Court held that it is the bounden duty of the Bank to exercise due diligence before advancing public money. Simultaneously, the rights of an auction purchaser, who had participated in an auction in good faith and deposited their hard-earned money must be protected. When the entire auction process stands breached due to failure of the Bank to exercise proper diligence, such as by accepting the defective or illegal mortgage and choosing to auction the property, restitution becomes not merely a legal device, but a moral imperative

[4] 2025 INSC 1161

necessary and the Bank must bear the responsibility for the consequences. The Hon'ble Supreme Court directed the bank to refund entire amount to the purchaser with interest at the rate of 9% per annum. The relevant portion is extracted hereunder:

> "***30.*** *We now address the position of the Auction Purchaser. In Fibrosa Spolka Akcyjna v. Fairbairn Lawson Combe Barbour Ltd.3, it was held that any civilized system of law is bound to provide remedies for cases of what has been called unjust enrichment or unjust benefit, that is, to prevent a man from retaining the money of or some benefit derived from another which it is against conscience that he should keep. Such remedies in English law are generally different from remedies in contract or in tort, and are now recognized to fall within a third category of the common law which has been called quasi-contract or restitution. The aforesaid legal proposition was referred to with approval by a Two Judge Bench of this Court in Nagpur Golden Transport Company v. Nath Traders4 The restitution therefore becomes not merely a legal device but a moral imperative. The principle of restitution flows from the very heart of justice that no one shall unjustly enrich himself at the instance of another and that those who suffered without fault should, so far as money can achieve, be restored to the position they once occupied. The jurisdiction to make restitution is inherent in every court and will be exercised wherever the justice of the case demands.*
>
> ***31.*** *In the facts of the present case, the Auction Purchaser has been caught in the undertow of circumstances, not of its making. Among all the actors in this legal drama, it alone stands innocent. The Auction Purchaser entered the auction in good faith, placed its bid and deposited its hard-earned money in the belief that the law clothed the auction with legitimacy. The Auction Purchaser neither breached the covenant nor failed in diligence and did not seek to profit from the*

illegality. The restitution therefore becomes not merely a legal device but a moral imperative. It is this principle which in the facts of the case must guide the relief to the Auction Purchaser. The Bank having advanced the money of an illegal mortgage and having chosen to auction what it never lawfully possessed, bears the responsibility for the consequences.

32. *In the result, impugned order dated 11.08.2014 passed by the High Court in Writ Petition (C) No. 5005 of 2014, the e-auction notice dated 27.09.2012 as well as the e-auction conducted by the Recovery Officer, DRT on 09.11.2012, the confirmation of sale and sale certificate dated 08.07.2013 and12.07.2013 respectively issued in favour of the Auction Purchaser are quashed and set aside. We direct the bank to refund the entire amount lying in deposit to the Auction Purchaser. The Auction Purchaser has been deprived of the use of its money for a considerable time, the money which would have earned value elsewhere. Therefore, the Auction Purchaser is entitled to interest on the balance amount which is lying in the deposit of the Bank. We, therefore, direct that the balance amount deposited by the Auction Purchaser which is with the bank be returned to the Auction Purchaser with an interest at the rate of 9% per annum within a month to be reckoned from the date of deposit till repayment.*

28. Further, in the case of ***Viney Kumar Sharma vs. The improvement Trust and Another***[5]**,** the Hon'ble Supreme Court reiterated that the actions of the authorities conducting public auctions should be legitimate and should not be detrimental to the legitimate interest of the stakeholders. Public Authorities, such as banks, conducting public auctions are legally required to disclose all known encumbrances

[5] 2026 LiveLaw (SC) 69

and ongoing litigations relating to the auction property, as failure to do so invalidates the sale. Consequently, the Apex Court directed the refund of the entire amount deposited by the auction purchaser along with interest at the rate of 9% per annum from the date of the deposit.

29. In the instant case as referred to above, the 7th respondent did not possess any valid title through the sale deed executed in his favour dated 13.01.2019 and is facing trial. The 7th respondent cheated the 2nd respondent/Bank by fabricating a fraudulent sale deed to avail financial assistance. The 2nd respondent/Bank advanced the public money on an invalid mortgage and, subsequently, put the property up for auction. The Bank proceeded with auctioning the property over which it had no lawful title. There was a mandatory duty on the part of the Authorised Officer to disclose all encumbrances that could affect the value of the property under Rule 8(7)(f) of the Security Interest (Enforcement) Rules, 2002.

30. The petitioners are *bona fide* purchasers who participated in the auction, paid the entire sale consideration, and they have entered the auction in good faith and now have lost their money. In such circumstances, the right to restitution, as settled by the Apex Court is not merely a legal advice, but moral imperative. The respondent/Bank is bound to refund the sale consideration paid by the petitioners.

31. In such circumstances, respondents 1 and 2 are directed to refund the sum of Rs.1,20,88,000/- paid by the petitioners towards the sale consideration along with interest at the rate of 9% per annum from the date of deposit till the date of repayment. It is claimed by the petitioners that they have availed loan from other branch 3rd respondent/Bank, and are currently paying the Equated Monthly Instalments (EMI) along with interest. It remains open to the respondents 1 and 2 to directly adjust any outstanding loan amount as on date with the 3rd respondent/Bank and remit the balance, along with accrued interest to the petitioners.

32. However, as regards the claim for registration expenses incurred for the sale certificate, since the sale certificate was registered at the instance of petitioners, it is left open to the petitioners to make the claim as and when the 2nd respondent/Bank is able to recover any dues from the 7th respondent. The petitioners shall cooperate with the 2nd respondent/Bank in the event, they seek cancellation of the sale certificate executed. The respondents 1 and 2 shall make the refund as directed within a period of six weeks from the date of receipt of a copy of this order.

33. In view of the deliberations and the aforesaid directions, the Writ Petition stands allowed. Consequently, the connected Miscellaneous Petition is closed. No costs.

(SUSHRUT ARVIND DHARMADHIKARI, C.J.) (G.ARUL MURUGAN J.)

-08-2026

Index: Yes/No
Speaking/Non-speaking order

Jeni

To

1.The Indian Bank rep. by
its Branch Manager/AGM,
Kanchipuram Main,
11-A, Nellukara Street,
Annai Indira Gandhi Road,
Kanchipuram- 631 501.

2.The Indian Bank rep. by
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THE HON'BLE CHIEF JUSTICE.
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