

IN THE DEBT RECOVERY APPELLATE TRIBUNAL AT CHENNAI

Dated the 24th day of June, 2026

**PRESENT: HON'BLE MR. JUSTICE G. CHANDRASEKHARAN
CHAIRPERSON**

MA No.49/2023

(arising out of Transferred AP No.2/2023 on the file of DRT-II, Chennai)

Between

Mr. G. Moorthi
No.97/7, 5th Avenue,
B-15, Asian Towers,
Ashok Nagar,
Chennai 600 083.

.....Appellant

And

1. State Bank of India,
Represented by its Asst. General Manager,
Stressed Assets Management Branch,
Red Cross Building, Montieth Road,
Egmore, Chennai 600 008.
2. M/s Pointred Telecom Limited,
Represented by its Directors,
No.1, Dr. Ranga Road, 2nd Street,
Alwarpet, Chennai 600 018.
3. Mr. R. Vijayakumar,
Director, Pointred Telecom Limited,
No.1, Dr. Ranga Road, 2nd Street,
Alwarpet, Chennai 600 018.

4. Mr. R. Ramkumar,
Director, Pointred Telecom Limited,
No.1, Dr. Ranga Road, 2nd Street,
Alwarpet, Chennai 600 018.

5. Gemini Communication Ltd.,
Represented by its Liquidator
Mr. S. Kasi Viswanathan,
No.8, Mahalakshmi Layout,
Subramaniampalayam Road,
G.N. Mills Post,
Coimbatore 641 029.

Presently:

Mr. M.S. Vishwanathan,
No.15/35, Muzafar Jung Bahadur Street,
Triplicane, Chennai 600005.

.....Respondents

Counsel for Appellant	: Mr. R.V.R. Deenadayalan
Counsel for 1 st Respondent	: M/s M.L. Ganesh
Counsel for R2 to R4	: None
Counsel for 5 th Respondent	: Mr. M. Mahendran

ORDER

1. Aggrieved against the order passed in Transferred AP No.2/2023 by the Learned Presiding Officer, DRT-II, Chennai on 22.9.2023, this Appeal is filed by the appellant, under Section 20 of the RDB Act.

2. The facts leading to filing of this Appeal as per the case of the appellant, in brief, are that the 3rd respondent, viz., R. Vijayakumar borrowed loan to the tune of Rs.5.75 crores from the appellant in the year 2008 by executing a promissory notice dated 1.3.2008. Loan amount was paid to the 3rd respondent through cheque payment. In order to ensure payment of loan amount and as a security, 3rd respondent created mortgage in respect of the schedule property by execution of mortgage by deposit of title deeds on 7.5.2008. The loan was availed for the purpose of buying the property, which was later offered as security. Since 3rd respondent had not paid the amount, he had executed an Affidavit of Declaration on 12.4.2013, promising to sell the property in favour of the appellant if he is not able to pay the amount within a year.

2.1 It appears that 3rd respondent offered personal guarantee for the loan availed by the borrower in OA 189/2014. The said OA was allowed on 13.3.2015 and DRC was issued. In the recovery proceedings, property concerned in this appeal was attached on 20.11.2015. Since 3rd respondent did not pay the loan amount to the appellant as promised, appellant filed CS No.673/2018 for the relief of specific performance on the basis of the affidavit of declaration dated 12.4.2013 in Hon'ble High Court of Madras

and for the relief of declaration of encumbrance bearing Document No.63/2014 dated 7.7.2014 and Document bearing No.28/2015 dated 21.12.2015 in favour of the bank as null and void.

2.2 First respondent bank filed Application No.253/2015 in CS No.673/2018 for rejecting the plaint and that was dismissed on 15.3.2019. The bank filed OSA No.178/2019. As the appellant not pressed any relief against the bank, the relief against the bank was rejected and bank was deleted from the array of defendants. The suit was proceeded against R. Vijayakumar, the third respondent for specific performance and allowed. Thus, the appellant became of the absolute owner of the property. Thereafter, appellant filed Dy.No.707/2020 before the Tribunal to set aside the attachment order passed by the learned Recovery Officer and that was returned by giving liberty to the appellant to approach the learned Recovery Officer. Thus, it was re-presented before the learned Recovery Officer and taken on file as CP No.5/2021 in DRC No.160/2015 in OA No.189/2014. Learned Recovery Officer dismissed the CP No.5/2021 on 5.7.2021. Against that order Transferred AP No.2/2022 was filed. On its dismissal, this appeal is filed.

3. The case of the first respondent bank is that OA No.189/2014 was filed for recovery of Rs. 19,88,81,362.55p against the defendants and it was allowed on 13.3.2015 with a direction to the defendants to pay the amount, as claimed. As per the Recovery Certificate dated 31.8.2015, the amount due was Rs.22,46,42,433.80p. On default by the defendants in paying the loan amount, property was attached on 20.11.2015. Till date, not even a single paise was paid towards the loan dues. The third respondent viz., the R. Vijayakumar had not challenged the order of attachment immediately. The appellant had also not challenged the order of attachment immediately. Only when the bank tried to take physical possession of the property attached, the appellant filed CS No.673/2018. First respondent bank filed Application No.253/2019 for rejecting the plaint on the ground that suit is hit by Section 19 of the RDB Act and Section 34 of the SARFAESI Act. However, that application was dismissed. In the appeal filed by the bank in OSA No.178/2019 against the order, Hon'ble High Court observed that suit is not maintainable against the bank, therefore, appellant deleted the bank and the prayer against the bank. Thereafter, the third respondent had not contested the CS No.673/2018 properly. The decree passed in CS No.673/2018 is nothing but a collusive decree to avoid action against the property in the recovery proceedings.

- 3.1 The very filing of the suit on the basis of the affidavit of declaration dated 12.4.2013 seeking relief of specific performance and other relief is not legal. The relief sought to be enforced is beyond the period of limitation. The judgment in CS No.673/2018 will not bind the bank's right to proceed against the subject property for recovery of its dues.
4. Reiterating the grounds already raised, learned counsel for the appellant submitted that borrowal of Rs.5.75 crores from the appellant by R. Vijayakumar, the 3rd respondent on 1.3.2008 is prior in point of time of the attachment made. All the loan documents, viz., the promissory note, mortgage by deposit of title documents had also been executed prior to the date of attachment. Account statement produced by the appellant would show that Rs.5.75 crores was paid to the 3rd respondent through cheque payment. Only with the help of this amount, 3rd respondent purchased the property in question. Possession of the part of the property was handed over in his favour. Appellant produced all necessary documents in support of his case. Original title documents of the property are available with the appellant. Appellant has a valid specific performance decree granted by the Hon'ble High Court of Madras in his favour. When that be the case, first respondent bank cannot proceed against his property and attachment is

liable to be raised. Specific performance decree is also registered with the concerned Sub-Registrar.

5. In answer thereto, learned counsel for the first respondent bank submitted that order of attachment was passed on 20.11.2015 and the suit was filed in the year 2018. Documents produced by the appellant are all created documents to suit his case. If the appellant really gave the loan to the 3rd respondent as claimed, then, the suit that he filed should have been for the purpose of recovery of money due on the basis of the alleged mortgaged created by deposit of title documents. No way, a suit for specific performance can be filed on the basis of the affidavit of declaration or on the basis of any other loan documents. The Judgment in C.S.No.673/2018 is not binding on the bank in view of the deletion of the bank from the array of defendants and the prayer against the bank. On the basis of this decree, no prayer can be made against the bank for raising the attachment and for claiming right over the property. Despite having specific performance decree in favour of the appellant, appellant had not chosen to execute the specific performance decree for execution of sale deed and its registration. The registration of judgment will not convey any title on the basis of the specific performance decree. Suit was filed beyond the period of limitation. After getting specific performance decree,

appellant filed claim petition before NCLT in the pending proceeding in CP(IB)/18(CHE)/2022 in IA 653/2025 and IA 702/2025. Both applications were dismissed. Appellant had not filed any appeal against this order. Only after the bank tried to take possession of the secured asset for sale, appellant, at the instigation of the 3rd respondent, filed the claim petition with created documents to suit his case. Thus, he prayed for dismissal of this appeal.

6. In reply, learned counsel for the appellant submitted that specific performance decree could not be executed because of the litigation involved. The Order passed by NCLT will not bind the appellant. Appellant is a bona fide lender and a decree holder.
7. I have considered the rival submissions and perused the records.
8. From the facts narrated above, it can be gathered that first respondent bank filed OA No.189/2014 for recovery of money due from the defendants including the 3rd respondent R. Vijayakumar. The OA was allowed on 13.3.2015. On the basis of the order passed in the OA, DRC was issued and the property in question was attached on 20.11.2015. Appellant filed CS No.673/2018 for relief under Specific Performance and for other reliefs.

Application filed by the bank for the rejection of the plaint was dismissed. Thereafter, in OSA No.178/2019 filed by the first respondent bank, the appellant gave up the bank and also the claim against the bank and got judgment in his favour in CS No.673/2018 against the 3rd respondent alone. Before this Tribunal, it is required to decide as to whether on the basis of the judgment and decree in favour of the appellant and against the 3rd respondent in CS No.673/2018, appellant can seek the reliefs as claimed in CP No.5/2021 in DRC No.160/2015 in OA No.189/2015. It is, therefore, required that the documents produced in this case are to be considered.

9. Appellant produced additional documents along with IA 34/2026 to receive additional documents. The additional documents are, as follows:
- a) Copy of the promissory note executed by 3rd respondent in favour of the appellant dated 1.3.2008.
 - b) Copy of the appellant's Canara Bank Statement of Account from 24.12.2007 to 27.6.2008.
 - c) Copy of memorandum of deposit of title deeds executed by 3rd respondent in favour of the appellant dated 7.5.2008
 - d) Sale deed in favor of the 3rd respondent. Dated 9.4.2008
 - e) Doc.No.262/1931
 - f) Doc.No.866/1942

- g) Doc.No.1876/1964
- h) Doc.No.2934/1972
- i) Patta standing in the name of 3rd respondent
- j) Copy of affidavit of declaration executed by 3rd respondent in favour of the appellant dated 12.4.2013
- k) Copy of Email sent by appellant to 3rd respondent dated 12.8.2016
- l) Copy of the letter sent by the 3rd respondent to the appellant dated 15.9.2016
- m) Copy of judgment in C.S.No.673/2018
- n) Registered copy of Judgment in CS No.673/2018
- o) Electricity Bills showing two meters (Xerox)

10.It is submitted that as per promissory notice dated 1.3.2008, appellant lent a sum of Rs.5.75 crores to the third respondent with interest at 18% p.a., payable by 26.2.2013, i.e., 5 years time was given for paying the loan amount. Usually, promissory note mandates to pay the loan amount to the lender or order, for the value received. In this promissory note, the words 'or order' 'for the value received' are missing. Copy of bank statement produced by the appellant shows that a sum of Rs.5.75 crores was paid through Cheque No.000000951364 to R. Vijayakumar on 1.3.2008. On the same date, promissory note was said to have been executed.

Though it is not mentioned in the promissory note as to the purpose of borrowal, it is submitted by learned counsel for the appellant that borrowal was made only for the purpose of purchasing the property involved in this case. In the promissory notice, it was just said that 3rd respondent promised to pay a sum of Rs.5.75 crores with interest at 18% p.a., by 26.2.2013. Why did he promise to pay? There is no mention that the Rs.5.75 crores was received by R. Vijayakumar from the appellant, as a loan. It is required to be mentioned in the promissory note. Consideration for which promissory notice was executed is not specifically mentioned in this promissory note. Nobody witnessed the execution of this promissory note.

11. On 7.5.2008, it is claimed that the third respondent gave a letter to confirm deposit of title deeds for the loan availed by him. This memorandum contains the list of documents deposited. Along with a copy of this memorandum, appellant produced copies of documents produced now. It is submitted that third respondent R. Vijayakumar executed an affidavit of declaration on 12.4.2013. On the basis of this document, appellant filed CS N.673/2018 before the Hon'ble High Court of Madras. It is pertinent to refer to the contents of this document. From the contents of this

document, it can be inferred that contents relate to a “mortgage by conditional sale”.

12. In this document, R. Vijayakumar admitted, “the creation of mortgage by deposit of title documents on 16.4.2008 and the loan due was Rs.9,44,74,340/-. It was said that the market value is equal to the money owed. R. Viayakumar sold the property to the appellant on condition that the sale would be void, if he repays the full mortgage money by 31.3.2014. He undertook to register the sale deed if demanded by the appellant and if he fails to do so, appellant can file a case before Court. It was also stipulated that, if the mortgage money is not paid in full within a year from 12.4.2013, sale would become absolute and effective from 12.4.2013.”

13. It is not specifically stated in this document that it was executed on 12.4.2013. The date of execution as 12.4.2013 is given probably because of the purchase of stamp paper was on 12.4.2013. There are no witnesses to this document. Any instrument which purports to create, declare, assign, limit, or extinguish, whether in present or in future, any right, title, or interest, whether vested or contingent, of the value of one hundred rupees or upwards on immovable property is required to be registered under Section 17 of the Indian Registration Act. Strangely, this document is not

registered. Therefore the very validity, legality, admissibility and enforceability of this document is questionable.

14. Reading of the plaint in CS No.673/2018 shows that the appellant filed this suit for specific performance only on the basis of the borrowal, loan documents and most importantly affidavit of declaration dated 12.4.2013.

15. In a contract of sale of immovable property through a written sale agreement, the sale agreement should contain some basic elements.

- a) Seller must have a clear and marketable title to sell the property.
- b) There must be a clear, unambiguous offer by the seller to sell the property to the buyer and an unequivocal acceptance by the buyer.
- c) Both parties must be of legal age, sound mind and legally qualified to enter into a contract.
- d) There must be a free consent and object of sale must be a lawful object.
- e) Sale consideration must be specific and should be expressed in monetary terms.
- f) Contract must be aimed to transfer complete ownership, title and right to the buyer.

None of these essential elements is present in the affidavit of declaration given by the third respondent on 12.4.2013 to claim that this document is a sale agreement.

16. Mortgage by conditional sale is dealt under Section 58(c) of Transfer of Property Act. It is extracted hereunder:

“58 (c) Mortgage by conditional sale.—Where the mortgagor ostensibly sells the mortgaged property—

on condition that on default of payment of the mortgage-money on a certain date the sale shall become absolute, or

on condition that on such payment being made the sale shall become void, or

on condition that on such payment being made the buyer shall transfer the property to the seller,

the transaction is called a mortgage by conditional sale and the mortgagee a mortgagee by conditional sale:

Provided that no such transaction shall be deemed to be a mortgage, unless the condition is embodied in the document which effects or purports to effect the sale.”

The requirements of a mortgage by conditional sale are,

a) There must be an ostensible sale i.e., mortgagor sells the property to the mortgagee by transfer of ownership.

b) There is a condition that if the payment is not made on a certain date, the sale will become absolute. On payment, sale will be void.

c) Property be transferred upon full repayment of the mortgage money to the seller.

d) Condition must be embodied in the same document that effects the ostensible sale.

17. There is no automatic sale, if the mortgagor fails to repay the debt on the agreed date. Sale does not become absolute automatically. The mortgagee should approach the court by filing a suit for foreclosure for claiming ownership. The foundational purpose of the transaction is to secure repayment of the loan rather than to permanently transfer the ownership of the property. This document must be compulsorily registered.

18. From the essential elements required for a sale agreement and mortgage by conditional sale of an immovable property, it can be concluded without any doubt that contents of the affidavit of declaration dated 12.4.2013 confirms more to the mortgage by conditional sale than the sale agreement. When the document, viz., the affidavit of declaration dated

12.4.2013 confirms to the document, i.e., mortgage by conditional sale, it is not known on what basis, the suit for specific performance was filed.

19. Reading of the order passed in IA No.1741/2020 in CS No.673/2018 would show that this application was filed for passing judgment based on the admissions made by the defendant, R. Vijayakumar in his written statement and was allowed. The legality, admissibility and enforceability of the affidavit of declaration dated 12.4.013 was not considered by the Hon'ble High Court of Madras. However, the decision made in IA 1741/2020 in CS No.673/2018 became final since neither the appellant nor the 3rd respondent had filed any appeal against this order. As of now that order remains unchallenged.

20. This Tribunal finds that first respondent bank filed Application No.253/2019 for rejection of the plaint in CS No.673/2018. On its dismissal, bank filed OSA No.178/2019. It is seen from the order passed in OSA No.178/2019 on 9.7.2020, that appellant filed CMP No.7194 and 7195 of 2020 for deleting the respondent bank from the array of defendants in the suit and to delete prayer (b) against the respondent bank. During the course of hearing, learned counsel for the first respondent bank submitted that bank had no objection for deleting State Bank of India from the array of

defendants and the deletion of prayer (b) in the Civil Suit. Appellant prayed liberty to proceed against the bank before the Debt Recovery Tribunal. Hon'ble High Court of Madras observed that the right of appellant to proceed against the State Bank of India is independent and has nothing to do with the Suit and held that appellant is not entitled to claim any relief against the State Bank of India in the Suit. It was also held that there was no need to grant any liberty as prayed by the appellant and thus allowed CMP No.7194 and 7195 of 2020. Result is that appellant cannot base the Claim Petition on the basis of the specific performance decree obtained in CS No.673/2018. Though the bank had succeeded in its attempt to see that no relief was granted against the bank in CS No.673/2018, it lost the opportunity to challenge the loan documents, more specifically the affidavit of declaration dated 12.4.2013 before the Hon'ble High Court of Madras and allowed the specific performance decree against the 3rd respondent to stay unchallenged. Respondent bank had not attached the property for the purpose of attachment alone. The property was attached for the sale of the property and for apportioning the sale price to the debt due.

21. Appellant filed Claim Petition in CP No.5/2021 in DRC No.160/2015 mainly on the basis of the judgment and decree in IA 1741/2020 in CS No.673/2018. It is no doubt after giving up the first respondent bank and

the prayer against the first respondent bank in CS No.673/2018, the order passed in IA 1741/2020 in CS No.673/2018 will not bind the first respondent bank and it cannot be enforced against it. Legal requirement for a decree holder of specific performance decree for sale of immovable property is to file an execution petition for enforcing a decree if the judgment debtor did not come forward to execute the sale deed. Strangely, in this case, the appellant had not taken any steps for filing the execution petition to enforce the decree against the 3rd respondent to execute the sale deed, rather the judgment in CS No.673/2018 was registered with the concerned sub-registrar. Still, it is only a registered judgment and it will not confer or transfer any title on the appellant unless a valid sale deed is executed on the basis of the judgment. Appellant at best can only be said to be decree holder and not a title holder in respect of the subject property in this case.

22. It is curious to note that when appellant had already obtained specific performance decree in his favour, he filed IA Nos.653/2025 and 702/2025 in CP(IB)/18(CHE)/2022 on the file of Hon'ble Division Bench of NCLT, Chennai, claiming money on the basis of payment of Rs.5.75 crores to R. Vijayakumar. Both applications were dismissed by NCLT. It is not known as to how the appellant filed these applications before NCLT, when he

already got a specific performance decree in his favour for the loan advanced to R. Vijayakumar, the third respondent. It appears that no appeal was filed against the order passed by NCLT before the Appellate Tribunal.

23. Thus, it appears that except transfer of Rs.5.75 cores on 1.3.2008 through cheque to the third respondent, other steps taken like execution of promissory note, creation of memorandum for mortgage by deposit of title deeds, affidavit of declaration on 12.4.2013, filing of CS No.673/2018, admissions made in the CS No.673/2018 by the 3rd respondent in the written statement, IA 1741/2010 filed in CS No.673/2018 to pass a judgment on the basis of the admissions made by the 3rd respondent would show that there is an element of doubt on these transactions.

24. Promissory note dated 1.3.2008, copy of memorandum of deposit of title documents dated 7.5.2008, affidavit of declaration dated 12.4.2013 can be created by at any point of time to suit his case. Documents produced by the appellant would not inspire the confidence of this Tribunal to grant an order in favour of the appellant in view of the defects noted above in respect of promissory note and the affidavit of declaration. Property in question was attached in recovery proceedings validly by following proper

procedure. That was not challenged by the 3rd respondent at any point of time. Therefore, it lends support to the case of the first respondent bank that appellant and the 3rd respondent colluded with each other in creating documents like promissory note, MODT, affidavit of declaration, etc. just to avoid the bank from proceeding against the property attached.

25. This Tribunal finds from the materials produced that, there is no doubt that Rs.5.75 crores was transferred from the account of the appellant to the account of 3rd respondent on 1.3.2008. May be that this amount would have been used for purchase of the subject property by the 3rd respondent on 9.4.2008.

26. As already stated, this Tribunal finds that from the loan documents, especially, in the promissory note, there is no mention about the consideration for which the promissory note was executed. There is no stipulation that the amount is payable to lender "or to order" and the execution of the promissory note was not attested by any independent witnesses.

27. Similarly, the affidavit of declaration dated 12.4.2013 conveys title in the property mortgaged by way of conditional sale. Market value is shown as

Rs.9,44,74,340/-. There is no mention about the date on which this document was executed. This document is also not attested by any of the witnesses for its execution. Most importantly, document which conveys title in respect of an immovable property worth Rs.100 is required to be registered under Section 17 of the Registration Act. However, this document is not registered.

28.No prudent person would agree for execution of demand promissory note or an affidavit of declaration involving transfer of title of a property without the presence of independent witnesses and their attestation for execution.

29.It is unusual in this case that execution of both documents have not been witnessed and attested by any witnesses.

30.Either the appellant was so naïve that he allowed the execution of these documents with aforesaid defects or that transfer of Rs.5.75 crores for purchase of subject property or for some other purpose through cheque payment was later used by the 3rd respondent with collusion and connivance of the appellant for creation of aforesaid documents just to avoid the property from being sold in view of the attachment order passed by the Recovery Officer.

- 31.The recitals of the affidavit of declaration dated 12.4.2013 largely confirm to the recitals of a document for creation of mortgage by deposit of title deeds. There is absolutely no recitals available confirming the recitals needed for sale agreement in respect of immovable property.
- 32.Appellant should have filed a suit for recovery of money and for sale of the property as per the loan documents and the affidavit of declaration dated 12.4.2013. Without doing so, appellant filed a civil suit for specific performance and for other reliefs.
- 33.The suit for specific performance should be filed within 3 years from the date set for execution of the sale agreement. Obviously, the suit was not filed within 3 years.
- 34.Mortgage by conditional sale should be registered. It is also to be borne in mind that the period of filing the suit on the basis of mortgage was also over in the year 2020 itself.
- 35.Hon'ble High Court of Madras has not considered the issue of legality, admissibility, enforceability and limitation, when dealing with affidavit of declaration dated 12.4.2013.

36. Suit was decreed on the basis of the admission made by the 3rd respondent in the written statement.

37. Even after getting specific performance decree for sale of the property in favour of the appellant, appellant has not taken any steps for executing the decree by filing an execution petition against the 3rd respondent.

38. Specific Performance decree will not confer any title unless sale deed is executed.

39. Mere registration of the judgment also will not confer title.

40. As of today, there is no transfer of title involved in respect of the property in question in favour of the appellant. But, he filed claim petition claiming that he is the absolute owner of the property.

41. A decree holder cannot claim himself as a title holder.

42. Therefore, appellant cannot take advantage of specific performance decree to claim title in the subject property and the appellant's claim has to be independently proved. On an independent analysis, this Tribunal finds that there is no transfer of title of the property in favour of the appellant. When

there is no transfer of title in favour of the appellant, he cannot file claim petition, stating that he is the absolute owner of the property.

43. It is already found that the bank lost its opportunity to contest the claim of the appellant before the Hon'ble High Court of Madras, the supervisory authority of the Tribunals under the RDB Act. It confined itself to ensure that State Bank of India was removed from the array of defendants along with the prayer asked, forgetting for a moment, what would the fate of the innocent 3rd party buyer in the event of the subject property being sold in recovery proceedings? The innocent buyer would have to face the litigation from the appellant with a judgment in his favour in CS No.673/2018. This situation would have been avoided by the bank, had it contested the OSA 178/2019 on merits instead of conceding to the deletion of the State Bank of India and the prayer against it in the civil suit. If bank proceeds to sell the property attached, it should also ensure that intending buyers are put on notice about the specific performance decree in favour of the appellant in CS No.673/2018. The appellant has 12 years time limit to execute the specific performance decree. The decree obtained in CS No.673/2018 was on 18.9.2020. Appellant has time till 17.9.2032 for filing execution petition. Therefore, it is all the more necessary that if the bank proceeds to sell the property in the recovery proceedings, bank is directed

to inform specifically in the sale notice/notification about the judgment in favour of the appellant in CS No.673/2018.

44. In conclusion, this Tribunal, for the reasons stated above, finds that the dismissal of the claim petition in CP No.5/2021 by the learned recovery officer and the appeal against the dismissal in Transferred AP No.2/2022 by the learned Presiding officer, DRT-II, Chennai are in accordance with law and there is no need for interference. The said orders stand confirmed and this appeal is dismissed. It is made clear that when the first respondent bank takes steps for sale of the property, public in general should be informed about the Specific Performance Decree in favour of the appellant obtained in CS No.673/2018 filed before the Hon'ble High Court of Madras.

45. Parties are directed to bear their own costs.

46. Pending IAs, if any, stand closed.

[Dictated to PS (SN) transcribed by him, corrected, signed and pronounced by me in open court, this 24th June, 2026)

Sd/-
(JUSTICE G. CHANDRASEKHARAN)
CHAIRPERSON