IN THE DEBTS RECOVERY TRIBUNAL-III, CHENNAI

Dated this the 13th day of October, 2026

Present: SMT. S.V. GOWRAMMA
Presiding Officer

I.A. No.1187 of 2026 in O.A. No.191 of 2024

Tamilnad Mercantile Bank Limited
Thiruvanmiyur Branch
No.3, Thiruvalluvar Salai, Thiruvanmiyur
Chennai – 600 041 …Petitioner / Applicant

-Vs-

1. M/s Lenmart Process Instrumentation
and Automation Systems Solutions
Rep. by its Proprietor Mr. G. David Ravi
Having address at
a. No.19, Govindarajapuram 2nd Street
Adyar, Chennai – 600 020

b. No.96, Kudimiayndi Thoppu
ECR Road, Pannaiyur, Chennai – 600 119

2. Mr. G. David Ravi,
S/o Mr. Gunasekaran
Prop. M/s Lenmart Process Instrumentation
and Automation Systems Solutions
Having address at
a. No.G 3rd Floor, 5 New Beach Road, Thiruvanmiyur
Chennai – 600 041

b. No.5, E 43, 8th West Street, Kamaraj Nagar
Thiruvanmiyur, Chennai – 600 041

c. M-143, 7th Cross Street, Thiruvalluvar Nagar
Thiruvanmiyur, Chennai – 600 041

3. Mrs. D. Revathy,
D/o Mr. Dhakshnamoorthy
No.8/3, Chithirai Street, Stage II Annexure
Virugambakkam,
Chennai – 600 092 …Respondents /Defendants

Uploaded on 13.10.2026 at 16:30 hours

-: ORDER ON IA NO.1187 of 2026 :-

1. The Original Application is filed by the Applicant Bank against the Defendants, seeking for recovery of money due from Defendants jointly and severally to pay a sum of **Rs.59,01,890.79p (Rupees Fifty Nine Lakhs One Thousand Eight Hundred and Ninety and Seventy Nine Paise only)** repayable together with further interest and costs.

2. The Applicant Bank has filed the present petition i.e., I.A.No.1187/2026 with affidavit of the Manager of the applicant bank, praying to direct the 2nd respondent / 2nd defendant herein within a time to be fixed by the Tribunal, either to furnish security, in such sum as may be specified, failing which grant an Attachment Before Judgement (ABJ) directing the 2nd respondent / 2nd defendant herein from alienating / dealing with the whole or any part of the schedule property, pending disposal of the OA.

3. In the affidavit filed along with IA, it is submitted by the applicant bank that the borrower availed credit facility of Rs.26 lakhs in the name of his another concern, namely M/s Enmar Trading and Technical Service & Co and they also mortgaged some properties. After the loan account became NPA, the bank initiated SARFAESI action and brought the property for sale. Subsequently, defendants intended to close all liabilities availed by them. However, instead of closing all loans, they have closed only the facilities availed in the name of M/s Enmar Trading and Technical Service & Co.

4. It is submitted that as there was no response to clear the dues by respondents in the present OA and moreover, the value of the property mortgaged in the present OA is not sufficient to cover the liabilities owned by the defendants. It is therefore felt necessary that the IA schedule property said property of the 2nd Respondent / 2nd defendant need to be attached so as to recover the liability of the Defendants to be recovered, as there is no other tangible security in the loan account.

5. It is submitted that the estimated value of the property sought to be attached is around Rs.26.65 lakhs as per the valuation made by the approved valuer. It is reliability learnt that after disposal of connected OA, the 2nd respondent / 2nd defendant is trying to dispose the IA schedule mentioned property. No prejudice would be caused to the Respondents if the properties are attached since the outstanding in the loan account due from the Defendants, is much more than realizable value of the properties. Hence the present application is filed praying to direct the respondents / defendants herein within a time to be fixed by this Tribunal, either to furnish security in such sum as may be specified, failing which grant an Attachment Before Judgment (ABJ) directing the 2nd respondent / 2nd defendant herein from alienating / dealing with the whole or any part of scheduled property, pending disposal of the OA.

Heard and perused the records produced along with the IA.

6. The Applicant Bank has filed the above I.A. on the premise that the 2nd respondent / 2nd defendant may alienate or dispose of or create third-

party interest on the properties morefully described in the schedule to the IA and hence had sought for an order of Attachment before Judgement.

7. It is a matter of record that the OA was filed for recovery of sum of Rs.59,01,890.79p, which is a colossal sum of money. The applicant bank submits that value of the security available in the present OA will not be sufficient to satisfy the dues of the applicant bank and the balance claim is unsecured. The applicant bank further apprehends that the 2nd respondent may try and dispose of the said property or create encumbrance on the same, in case the same is not attached.

8. In the OA, summons to defendants returned unserved. Applicant bank had caused paper publication of the notice and filed proof thereof. The defendants were placed ex-parte on 15.10.2024.

9. As the balance outstanding amount is unsecured, considering the amount of claim involved in this case and the balance of convenience, the present IA is to be allowed by keeping open the merits of the case and without prejudice to the rights of both the parties. By doing so, no prejudice, no harm and loss will be caused to the Defendants.

10. As per Section 19 (13)(A) of RDB Act,

> "*Where, at any stage of the proceedings, [the Tribunal on an application made by the applicant along with particulars of property to be attached and estimated value thereof, or otherwise] is satisfied that the defendant, with intent to obstruct or delay or*

frustrate the execution of any order for the recovery of debt that may be passed against him

(i)is about to dispose of the whole or any part of his property; or

(ii)is about to remove the whole or any part of the property from the local limits of the jurisdiction of the Tribunal; or

(iii)is likely to cause any damage or mischief to the property or affect its value by misuse or creating third party interest,

the Tribunal may direct the defendant, within a time to be fixed by it, either to furnish security, in such sum as may be specified in the order, to produce and place at the disposal of the Tribunal, when required, the said property or the value of the same, or such portion thereof as may be sufficient to satisfy the certificate for the recovery of debt, or to appear and show cause why he should not furnish security.

(B)Where the defendant fails to show cause why he should not furnish security, or fails to furnish the security required, within the time fixed by the Tribunal, the Tribunal may order the attachment of the whole or such portion of the properties claimed by the applicant as the properties secured in his favour or otherwise owned by the defendant as appears sufficient to satisfy any certificate for the recovery of debt."

11. As the Applicant Bank has *prima facie* established the essential ingredients for granting an order of temporary injunction restraining the 2nd

defendant / 2nd respondent in respect of the property mentioned in the schedule to the petition, this Tribunal proceeds to pass the following order:

ORDER:

In the circumstances pleaded, respondents / defendants are hereby directed to show cause within 15 days from the date of receipt of this order, as to why they should not furnish security to the tune of Rs.59,01,890.79p claimed in the O.A., less the value of the mortgaged property, failing which the IA schedule mentioned property shall be attached to answer the OA claim herein.

Meanwhile, conditional attachment of the IA schedule mentioned property to the extent of Rs.59,01,890.79p claimed in the O.A., less the value of the mortgaged property, together with further interest, is hereby ordered to secure the dues of the applicant bank.

12. The Registry is directed to communicate this Order to the Concerned Sub Registrar Office/ Village Officer for necessary action and for records.

13. IA Schedule properties shall form part of this order.

Sd/-

(S.V. GOWRAMMA)
PRESIDING OFFICER,
DRT-III, CHENNAI

(Dictated to PS, transcribed by her, corrected, signed and pronounced by me on this the 13th day of October, 2026)

Uploaded on 13.10.2026 at 16:30 hours

SCHEDULE OF PROPERTY

Item No.1

(Pertained Document of Sale Deed dated 07.09.2009 registered as Doc. No.3797 of 2009 with SRO, Wallajabad executed by Mr. M. Samraj represented by his Power agents to and in favour of Mr. G. David Ravi, S/o Mr. Gunasekaran)

All that piece and parcel of Land measuring an extent of 2525 Sq. ft. together with building if any constructed thereon bearing Plot No.2 in the lay out namely "Sri Vari Nagar" comprised in S.No.588 of Pazhalyaseevaram Village, Kancheepuram Taluk, Kancheepuram District,

Bounded on

North By : Vacant land
South By : Plot No.1
East By : Vacant land
West By : 20 Feet Road

Measuring on the

North By : 50 Feet
South By : 50 Feet
East By : 50 Feet
West By : 47 Feet

Within the Registration District of Kancheepuram Sub Registration District of Walajabad

Item No.2

(Pertained Document of Sale Deed dated 07.09.2009 registered as Doc. No.3798 of 2009 with SRO, Wallajabad executed by Mr. M. Samraj represented by his Power agents to and in favour of Mr. G. David Ravi, S/o Mr. Gunasekaran)

All that piece and parcel of Land measuring an extent of 2400 Sq. ft. together with building if any constructed thereon bearing Plot No.1 in the

lay out namely "Sri Vari Nagar" comprised in S.No.588 of Pazhalyaseevaram Village, Kancheepuram Taluk, Kancheepuram District,

Bounded on

North By : Plot No2.

South By : Road

East By : Vacant land

West By : 20 Feet Road

Measuring on the

North By : 50 Feet

South By : 50 Feet

East By : 48 Feet

West By : 48 Feet

Within the Registration District of Kancheepuram Sub Registration District of Walajabad.

Sd/-
(S.V. GOWRAMMA)
PRESIDING OFFICER,
DRT-III, CHENNAI