

IN THE COURT OF THE CHIEF JUDICIAL MAGISTRATE, RANIPET

**Present: Tmt.A.DAOU DH AMMAL, B.A., M.L.,
Chief Judicial Magistrate, Ranipet**

Monday, the 9th day of February, 2026

**Criminal Miscellaneous Petition No.285/2025
(CNR No.TNRP02-000540-2025)**

M/s.Equitas Small Finance Bank Ltd.,
Represented by its Authorized Officer,
Mr.Shanmugam

... Petitioner

-Vs-

1. Mr.R.Shanmugam,,A/50 (Borrower)
s/o.Rajakopal
2. Mrs.S.Viji,A/47 (Guarantor)
w/o.Shanmugam
Both are residing at No.818/2,Gandhi Nagar,
Walajahpet, Ranipet – 632 513

... Respondents

This Petition coming before me for hearing on 28.01.2026 in the presence of Mr.S.Karthi,Counsel for Petitioner, on perusal of averments in the Petition and evidence adduced before this court and having stood over for consideration till this date, this court delivered the following

ORDER

This Petition has been filed by the Authorized Officer of Petitioner Finance Limited u/s.14 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 to appoint an Advocate Commissioner/suitable officer to take physical possession of the secured assets more fully described in the schedule and if necessary authorize the Advocate Commissioner so appointed to break open the doors of the property/ies and hand over the same to the Authorized Officer of the Petitioner Finance and direct the

concerned Police Station to provide necessary Police protection to the Petitioner and Advocate Commissioner and directing the Revenue Officer having jurisdiction over the schedule mentioned property to assist the Petitioner in taking possession of the property.

Petition Averments in Nutshell:

2. The Petitioner is the Authorized Officer/Legal Manager of the Petitioner Bank Limited who is duly competent to file the Petition. The 1st Respondent as Borrower and 2nd Respondent as guarantor have approached the Petitioner's Finance for financial assistances to construct and extend their house under the Term Loan. Based on the request of the Respondents, the Petitioner's Finance granted loan of Rs.17,00,000/- on 23.04.2021 under Home Loan facility to the Respondents. The Respondents have also jointly executed Demand Promissory Note dated 23.04.2021 for loan limit of Rs.17,00,000/- infavour of the Petitioner's Finance and thereby agreed to repay the said loan on demand together with interest at the rate of 18% per annum with monthly rest. The Respondents have also executed loan agreement dated 23.04.2021 infavour of the bank and thereby agreed to repay the said loan by way of 120 monthly instalments. The Respondents have also executed all other necessary documents infavour of the finance for the above said loan.

3. The Respondents had availed the aforesaid loan of Rs.17,00,000/- after duly executing necessary documents. The 1st Respondent have also deposited the Title Deeds relating to the schedule mentioned property and created an equitable mortgage over the property detailed in the schedule infavour of the bank and thereby executed a Registered of Memorandum of Deposit of Title Deeds dated 24.04.2021 infavour of the bank for the above said loan facilities. Hence this present application filed within the period of limitation.

4. Since the Respondents have failed and neglected to repay the amount due to the Petitioner bank inspite of repeated demand and request made by finance. The Respondents have failed and neglected to repay the amount and committed default in repayment of the above loans in violation of the stipulated sanction terms, loan agreements and security documents, the Bank classified the above loan account as Non Performing Asset (NPA) w.e.f. 11.05.2025 as per the guidelines.

5. The Petitioner without prejudice to other rights of the bank, a Demand Notice dated 27.05.2025 as contemplated u/s.13(2) Securitization and Reconstruction of Financial Asset and Enforcement of Security Interest Act, 2002 was issued by the Authorized Officer calling upon the borrowers, to pay the amount due to tune of Rs.15,68,632/- as on 19.05.2025 with further interest from 20.05.2025 till realization. The Respondents received Demand Notice but not replied and no objection for other charges thereon.

6. Despite receipt of the above notice dated 26.09.2025, the borrowers failed and neglected to discharge their liability. So the Petitioner's finance had in exercise of the powers contemplated u/s.13(2) of the Sarfaesi Act, 2002 took symbolic possession of the schedule mentioned secured assets on 26.09.2025 and the same was affixed with the mortgage property and served the same to the Respondents. The Petitioner's finance also effected paper publication regarding symbolic possession of the schedule mentioned secured assets. Even though symbolic possession was taken by the Finance on 30.09.2025 and Possession Notice was given to the Respondents there is an apprehension that the borrowers may not co-operate with the Petitioner in taking physical possession of the Secured property. The Registered Memorandum of Deposit of Title Deeds dated 24.04.2021 infavour of the bank is within the Petition Limitation. The

Respondents had refused to hand over vacant peaceful physical Possession of the Secured assets to the Petitioner's Finance and also refused to hand over the Possession of the Secured movable assets. The Respondents are influential person and the Petitioner's finance genuinely apprehends that if it invokes the provision of the Act to take vacant physical possession of the said Secured Assets and to take physical possession of the said secured hypothecated assets, the Respondent may attempt to prevent the Petitioner's Finance by using unlawful means. The Petitioner's finance genuinely apprehends that there might be law and order problem, if they attempt to take vacant possession of the secured assets and possession of the secured movable assets. In view of the above, the Petitioner's Finance prefers the Petitioner before this Court. Hence this Petition.

7. On the side of the Petitioner, the Authorized Officer/Legal Manager of the Petitioner's Finance Bank Limited was examined as PW1 and PW1 had adduced evidence by filing Proof Affidavit and Ex.P1 to Ex.P12 marked as documents on the side of the Petitioner. Copy of Authorization Letter dated 09.07.2025 along with copy of Identity card of PW1 is marked as Ex.P1, Copy of Loan Application dated 13.04.2021 is marked as Ex.P2, Copy of Loan Sanction Letter dated 23.04.2021 is marked as Ex.P3, Copy of Loan Agreement dated 24.04.2021 is marked as Ex.P4, Copy of Memorandum of Deposit of Title Deeds in Doc.No.4040/2021 dated 24.04.2021 is marked as Ex.P5, Copy of Settlement Deed in Doc.No.3249/2021 dated 26.03.2021 is marked as Ex.P6, Copy of Statement of Account dated 16.10.2025 is marked as Ex.P7, Copy of Encumbrance Certificate dated 19.10.2025 and 12.12.2025 is marked as Ex.P8, Copy of Demand Notice u/s.13(2) of Sarfaesi Act dated 27.05.2025 along with the copy of Track Consignment Report are marked as Ex.P9, Copy of Possession Notice dated 26.09.2025 along with the copy of Track Consignment Report are marked as Ex.P10, Paper Publication in "the New Indian

Express” (English Daily) and “Dinamalar” (Tamil Daily) dated 30.09.2025 is marked as Ex.P11, Photograph for affixing Possession Notice is marked as Ex.P12.

Point:

8. Heard the Petitioner counsel. Records Perused. It is now settled that no Notice is necessary to be issued to the Respondents from the court after entertaining the Petition u/s.14 of Sarfaesi Act. It is clear from perusal of Petition Averments, Proof Affidavit of PW1 and Ex.P2 Loan Application dated 13.04.2021, Ex.P3 Sanction Letter dated 23.04.2021, Ex.P5 Memorandum of Deposit of Title Deeds dated 24.04.2021 in Doc.No.4040/2021 that the Respondents had availed loan from the Petitioner Finance Bank by mortgaging the schedule mentioned property. It is evident that Ex.P9 Demand Notice u/s.13(2) of Sarfaesi Act dated 27.05.2025, reveals that the Petitioner Finance Bank, had issued the statutory Demand Notice under Section 13(2) of the Act through Registered Post to the Respondents by giving 60 days time to settle the outstanding due amount and even then Respondents have failed to repay the amount due. Furthermore Ex.P10 Copy of Possession Notice dated 26.09.2025 reveals that after the Demand Notice under Section 13(2) of the Act, the Petitioner Finance Ltd., had issued the Possession Notice under Section 13(4) of the Act and the same was published in “The New Indian Express” (English daily) and “Dinamalar” (Tamil daily) dated 30.09.2025 as per Ex.P11.

9. It is to be noted that it has been further stated in the Petition and Proof Affidavit filed by the Petitioner that no proceedings or stay is pending before DRT or any other forum pertaining to this matter. Considering the above circumstances, this court is of the view that the Advocate Commissioner can be appointed for taking actual possession of the Petition schedule mentioned property from the 1st Respondent in accordance with the provisions of Sarfaesi Act.

10. In fine, **Mrs.K.Thamaraiselvi, MS.No.3808/2015** is appointed as **Advocate Commissioner** for the purpose of assisting the Petitioner in taking possession of the Petition schedule mentioned property of 1st Respondent after taking inventory, if necessary and to hand over the same to the Petitioner as per the provisions of Sarfaesi Act. If necessary, the Advocate Commissioner may get required Police Protection by submitting requisition in writing to the concerned Station House Officer by stating reason for the same. If necessary, the Advocate Commissioner shall take assistance from the jurisdictional Police Station and Revenue Officials concerned and permitted to break open the schedule mentioned property for the purpose of taking inventory of the articles therein in the presence of the concerned Police officials and Revenue officials for execution of the warrant. A sum of Rs.25,000/- is ordered as Remuneration to the Advocate Commissioner in which Rs.10,000/- has to be paid directly to the Advocate Commissioner and the balance of Rs.15,000/- has to be paid on execution of the warrant. The Advocate Commissioner shall execute the warrant without causing any physical harm to the inmates. Issue Commission Warrant to the Advocate Commissioner. Report by 09.03.2026

Dictated to the steno-typist, typed by her directly in the computer, corrected by me and pronounced by me in the open court on this the 9th day of February, 2026.

Chief Judicial Magistrate,
Ranipet.

Petitioner side witnesses:

PW1- Mr.Shanmugam

Petitioner side Exhibits:

Ex.P1	09.07.2025	Copy of Authorization Letter along with the copy of Identity Card of the PW1
Ex.P2	13.04.2021	Copy of Loan Application
Ex.P3	23.04.2021	Copy of Sanction Letter
Ex.P4	24.04.2021	Copy of Loan Agreement
Ex.P5	24.04.2021	Copy of Memorandum of Deposit of Title Deeds in Doc.No.4040/2021
Ex.P6	26.03.2021	Copy of Settlement Deed in Doc.No.3249/2021
Ex.P7	16.10.2025	Copy of Statement of Account
Ex.P8	19.10.2025 & 12.12.2025	Copy of Encumbrance Certificate
Ex.P9	27.05.2025	Copy of Demand Notice u/s.13(2) of Sarfaesi Act, 2002 along with the copy of the Track Consignment Report
Ex.P10	26.09.2025	Copy of Possession Notice along with the copy of Postal Receipts, Track Consignment Report
Ex.P11	30.09.2025	Paper Publication in “Indian Express” (English Daily) and “Dinamalar” (Tamil Daily)
Ex.P12	--	Photograph for affixing Possession Notice

Chief Judicial Magistrate,
Ranipet.