

**BEFORE THE SPECIAL JUDGE / CHIEF JUDICIAL MAGISTRATE,
DHARMAPURI**

**Present: Tr.R.Mohamed Rizwanullah Sheriff, B.Sc., B.L.,
Chief Judicial Magistrate, Dharmapuri**

Dated this 21st day of July 2026, Tuesday

CrI.M.P.No. 558 of 2026

CNR.No.TNDP 04 - 001328 -2026

M/s.Avanse Financial Services Limited,
(Through its Authorized Officer),
Mr.P.Nawin,
No.309, 2nd Floor, Bay City Center,
above maruti Kapico Showroom,
Poonamallee High Road, Kilpauk,
Chennai – 600 010.

.... **Petitioner**

-Vs-

1. M/s.Ganesh Bharathi Charitable Trust,
No.44A, Koravandahalli Road,
Marandahalli Post, Palacode Taluk – 636 806.

Also at :-

Sri Venkateswara Matriculation School,
Chikkatharannapettam, Marandahalli,
Dharmapuri – 636 806.

2. Mr.M.R.Shanmugam, (Aged about 56 Years),
S/o.Mr.Raju,
No.44 A1, Koramandalli Road, Marandahalli,
Dharmapuri – 636 806.

Also at :-

Sri Venkateswara Matriculation School,
Chikkatharannapettam, Marandahalli,
Dharmapuri – 636 806.

3. Mrs.S.Priya, (Aged about 46 years),
W/o.Mr.Balakrishnan,
No.44 A1, Koramandalli Road, Marandahalli,
Dharmapuri – 636 806.

Also at:-

Sri Venkateswara Matriculation School,
Chikkatharannapettam, Marandahalli,
Dharmapuri – 636 806.

4. Mr.Paramasivam Raji (Deceased), Aged about 50 years
(Through its Legal heirs, if any not known
to Avanse Financial Service Ltd)
No.4/198 (2), Makkanur, Onnappagoundanahalli,
Dharmapuri – 636 809.

Also at:-

Sri Venkateswara Matriculation School,
Chikkatharannapettam, Marandahalli,
Dharmapuri – 636 806.

5. Mrs.Dhanalakshmi Paramasivam, (Aged about 41 years),
W/o.Mr.Paramasivam,
No.4/198 (2), Makkanur, Onnappagoundanahalli,
Dharmapuri – 636 809.

Also at:-

Sri Venkateswara Matriculation School,
Chikkatharannapettam, Marandahalli,
Dharmapuri – 636 806.

.... Respondents

This petition having stood over for consideration on the file of this court till this date finally came up before me on 14.07.2026 in the presence of **Mr.V.Balasubramani, Mr.V.Vadivelan, Mr.L.Udayarajkumar, G.Kavitha, K.Indhumathi, R.Marsilin Sooasi, K.Dowlath, S.Jaya** and learned counsels for the petitioner and upon perusing the documents and hearing the arguments of the petitioner side this court today doth deliver the following:

ORDER

1) The petition is filed seeking assistance from the court in taking possession of secured assets of the respondents U/s.14 of the SARFAESI Act of 2002.

2) Case of the petitioner is as follows:-

The petitioner is a "Financial Institution" under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security interest Act, 2002 (hereinafter referred to as Act). The Respondents had approached the petitioner for availing housing loan by an application dated 23.04.2019. M/s.Avanse Financial Services Limited sanctioned a sum of Rs.1,50,00,000/- (Rupees one Crore Fifty Lakhs Only) and Rs.29,13,000/- (Rupees Twenty Nine Lakhs Thirteen Thousand Only) and executed a loan agreement vide loan Account/Reference Nos.SALCE00033619 and SALCE00167748 dated 30.05.2019 and 20.11.2020 in agreeing to repay the loan in 48 and 120 monthly installments EMI Rs.2,46,616/- (Rupees Two Lakhs Forty Six Thousand Six Hundred Sixteen Only) and Rs.99,559/- (Rupees Ninety Nine Thousand Five Hundred and Fifty Nine Only) also other relevant documents in favour of M/s.Avanse Financial Services Limited, wherein certain terms and conditions, upon which the loan facility was sanctioned, were recorded therein. The Respondent have also letter evidencing deposited Sale Deed dated 23.11.2015 and vide Doc.No.2165 of 2015 and executed Memorandum of Deposited of Title Deeds on 29.05.2019 Vide Doc No.1016 of 2019 at in respect of the property situated at piece and parcel of land and building bearing S.No.466/2A, S.No.466/2A to an extent of 4.22 acres in Chikkathoranapettam Village, Palacode Taluk, Dharmapuri Registration District, Marandahalli Sub Registrar office and bounded by :-

North of : Pappan & Mani Wife Saradha lands
 South of : K.Pappan land
 East of : Marandahalli Road
 West of : Chendrayan @ Pappan Land

The Respondent failed to adhere to the terms of the loan agreement and defaulted in payments of monthly installments. Since the Respondent committed default in payment of installments the petitioner had classified the Respondents account as Non Performing Asset on 13.02.2025 within the meaning of section 2(o) of the act and issued statutory notice under section 13(2) of the Act on 12.08.2025 in calling upon the Respondent to discharge their liabilities in full within 60 days from the date of receipt of the said notice. The said Notice was also published on 25.08.2025 in "Business Standard" (English) and in 'Dinakaran' (Tamil). The said copy of Demand notice was also pasted in schedule mentioned property. The respondents have not made any reply to the same. The respondents despite knowledge of the statutory notice, fully aware of the consequences and their statutory obligation towards the petitioner failed to discharge their liability within the statutory period. The petitioner that being the secured creditor upon default by the borrower after statutory notice under section 13(2) of the Act, they are entitled to proceed against the borrower under Section 13(4) of the Act to take possession of the Secured Asset and as such the petitioner issued possession notice dated 03.11.2025. The said notice was also published on 05.11.2025 in 'Business Standard' (English) and in "Dinakaran" (Tamil). The said copy of Demand notice was also pasted in schedule mentioned property. The Respondents have not made any reply to the same. The notices were duly served on the Respondents. No proceeding is pending before any other forum in so far as the respondent's loan account is concerned. The outstanding balance of the said loan as on 04.12.2025 is Rs.1,27,21,545/- (Rupees One Crore Twenty Seven lakhs Twenty One Thousand Five Hundred and Forty Five Only) and

Rs.14,22,567/- (Rupees Fourteen Lakhs Twenty Two Thousand Five Hundred and Sixty Seven Only) is total amount Rs.1,41,44,112/- (Rupees One Crore Forty One Lakhs Forty Four Thousand One Hundred and Twelve Only) as detailed above.

Particulars	SALCE00033619	SALCE00167748
Loan outstanding Amount	Rs.82,68,864/-	Rs.98,430/-
Less : DSRA Adjustment	Rs.	
Less : Unadjusted Amount	Rs.	
EMI Overdue - Principle	Rs.1,516,783/-	Rs.1,096,044/-
EMI Overdue – Interest	Rs.1,488,756/-	Rs.98,451/-
Late Payment Penalty	Rs.9,72,825/-	Rs.98,006/-
Bounce Charge	Rs.1,22,720/-	Rs.17,700/-
Other Receivables		
Foreclosure Charges 2%	Rs.1,95,713/-	
GST on Foreclosure Charges @ 18%	Rs.35,228/-	
BPI up to 09.12.2025	Rs.1,14,166/-	Rs.13,936/-
Document Retrieval or Handling Charges + GST	Rs.5,900/-	
Foreclosure Statement Charges	Rs.590/-	
Total Foreclosure Amount	Rs.1,27,21,545/-	Rs.14,22,567/-

The Respondents are influential persons in the locality and the petitioner apprehends that the Respondents would necessarily prevent, resist the petitioner from peacefully exercising its statutory right of repossessing the schedule mentioned property. The petitioner states that to their knowledge no proceedings are pending before the DRT or any other forum pertaining to the above borrower. Appoint an Advocate Commissioner to take possession of the schedule mentioned property and documents relating thereto, forward such assets and documents to the secured creditor the petitioner herein, to direct the Inspector of police "Marandahalli" Police

Station or any other appropriate police officer having jurisdiction over the area where the schedule mentioned property is situated to render police protection to the petitioner company to take possession of the Schedule mentioned property, to give suitable direction or orders to the Inspector of police of "Marandahalli" Police Station a Police Station having Jurisdiction to assist Advocate Commissioner/Petitioner to evict the occupants of the schedule properties if any and if so required break open the lock of the schedule property and to deliver the physical possession of the schedule property to the petitioner.

3) The point for consideration in this petition is that can the petition scheduled property be taken possession and deliver to the petitioner?

4) M/s.Avanse Financial Services Limited, A person the Deputy Manager Mr.P.Nawin appeared as per the petitioner is proof affidavit as filed and examined as P.W.1 Expit -1 to Expit-21 marked. The Expit -1 to Expit-21 was verified with the original documents filed by the petitioner during Examination.

5) The petitioner has sanctioned Housing loan of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs only) Vide Loan A/C No.SALCE00033619 on 23.05.2019 and Rs.29,13,000/- (Rupees Twenty Nine Lakhs and Thirteen Thousand only) Vide Loan A/C No.SALCE00167748 on 12.11.2020. For which the respondents had the Memorandum of Deposit of Title Deeds in Doc.No.1016 of 2019 on 29.05.2019 and Sale Deed Document No.2165 of 2015 dated 23.11.2015 in favour the petitioner. Where as the Respondents committed default in repaying the loan amount and it was classified as non performing assets on 13.02.2025. The petitioner invoking provision U/s.13(2) of SARFAESI Act 2002 issued demand notice on 12.08.2025 to the

Respondents calling upon them to repay the loan amount but they failed to discharge the debt. After lapse of statutory period to 60 days. Further has been published in two leading news papers "Business Standard" and "Dinakaran" on 25.08.2025. The petitioner has taken symbolic possession of the petition scheduled property by issuing possession notice on 03.11.2025 and further possession notice has been published in two leading news papers "Business Standard" and "Dinakaran" on 05.11.2025. The total outstanding amount due to be paid in Rs.1,27,21,545/- (Rupees One Crore Twenty Seven Lakhs Twenty One Thousand Five Hundred and Forty Five Only) and Rs.14,22,567/- (Rupees Fourteen Lakhs Twenty Two Thousand Five Hundred and Sixty Seven Only) is Total amount Rs.1,41,44,112/- (Rupees One Crore Forty One Lakhs Forty Four Thousand One Hundred and Twelve Only) as on 04.12.2025. Considering the same, the petitioner is entitled to get physical possession of the petition scheduled property. To accomplish the task, it is necessary to appoint advocate commissioner and issue direction to both Revenue Official and SHO of Police Station concerned. Hence this petition is deserved to be allowed.

In fine, the petition is allowed. **Mr.G.Dhandabani** is appointed as commissioner. He is directed to take possession of the petition scheduled property by breaking open the door wherever necessary and deliver it up to the petitioner herein. The Tahsildar, **Palacode** Taluk, Dharmapuri District is hereby directed to render assistance to the advocate commissioner in surveying the petition scheduled property and delivering possession to the petitioner. Further, the SHO of **Marandahalli Police** station, Dharmapuri District is directed to give police protection to the advocate commissioner while delivering possession of the petition scheduled property wherever situation warrants so. For the said work, a sum of Rs.20,000/- is fixed as remuneration for the advocate commissioner. The petitioner shall deposit

remuneration into court forthwith. The advocate commissioner shall complete the process of delivering possession and file report thereof before this court on or before 19.09.2026. After that, the advocate commissioner shall withdraw his remuneration from the court.

Directly dictated to the Steno - Typist and typed by her corrected and pronounced by me in open Court this the 21st day of July 2026.

**CHIEF JUDICIAL MAGISTRATE,
DHARMAPURI.**

List of Witness Examined on the petitioner side:-

Sl.No.	Name of the witness	Designation
PW.1	Mr.P.Nawin	Deputy Manager

List of the Exhibits marked on the Petitioner side:-

Sl.No.	Date	Ex.P.Nos.	Details of Exhibits marked
1.	01.01.2025	Ex.P.1	Copy of Authorization Letter
2.	04.02.2014	Ex.P.2	Copy of Incorporation Certificate
3.	23.04.2019	Ex.P.3	Copy of Application
4.	23.05.2019	Ex.P.4	Copy of Sanction Letter -1
5.	12.11.2020	Ex.P.5	Copy of Sanction Letter -2
6.	30.05.2019	Ex.P.6	Copy of Loan Agreement -1
7.	20.11.2020	Ex.P.7	Copy of Loan Agreement -2
8.	29.05.2019	Ex.P.8	Copy of Memorandum of Deposit of Title Deeds Doc.No.1016/2019

9.	23.11.2015	Ex.P.9	Copy of Sale Deed Vide Doc.No.2165/2015
10.	12.08.2025	Ex.P.10	Copy of 13(2) Notice under SARFAESI Act along with postal receipts and Acknowledgment Card /Returned Cover
11.	25.08.2025	Ex.P.11	Copy of Paper Publication (English Business Standard)
12.	25.08.2025	Ex.P.12	Copy of Paper Publication (Tamil Dinakaran)
13.	03.11.2025	Ex.P.13	Copy of 13(4) Notice under SARFAESI Act along with postal receipts and Track Consignment of India Post
14.	05.11.2025	Ex.P.14	Copy of Paper Publication (English Business Standard)
15.	05.11.2025	Ex.P.15	Copy of Paper Publication (Tamil Dinakaran)
16.	03.11.2025	Ex.P.16	Copy of 13(4) Affixture
17.	04.12.2025	Ex.P.17	Copy of Foreclosure -1
18.	04.12.2025	Ex.P.18	Copy of Foreclosure -2
19.	04.12.2025	Ex.P.19	Copy of Statement of Account -1
20.	04.12.2025	Ex.P.20	Copy of Statement of Account -2
21.	23.12.2025	Ex.P.21	Copy of Encumbrance Certificate

**CHIEF JUDICIAL MAGISTRATE,
DHARMAPURI.**

=====

Draft /Fair Order
CrI.M.P.No.558 /2026
Dated : 21.07.2026