



WEB COPY



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-11-2025

CORAM

THE HONOURABLE MR JUSTICE M.DHANDAPANI

WP No. 44827 of 2025

GAYATHRI

D/o. Sigamani, Plot No. 26 A2,
Viswanathan Cross Street Radha
Nagar Chrompet Chennai 44

Petitioner(s)

Vs

1. Branch Manager
Hdfc Bank Ltd., New No 17 Mk
Reddy Street Near Telephone
Exchange, West Tambaram
Chennai 45

2.Branch Manager
Hdfc Bank Ltd., Plot No. 233 Ground
Floor Samayapuram Main Road,
Porur Chennai 116

Respondent(s)

Prayer: Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Mandamus, to direct the respondents to



WEB COPY

release original documents related to the housing loan as the representation made on 9.09.2025 by the petitioner.

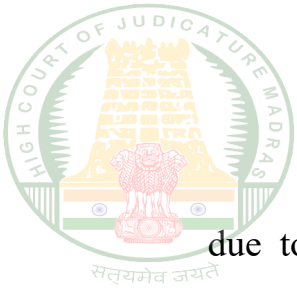
For Petitioner(s): Mr.S.Balaji

For Respondent(s): Mr.N.Ravishankar Vallatharasu

ORDER

This Writ Petition has been filed, praying for the issuance of a Writ of Mandamus, to direct the respondents to release original documents related to the housing loan as per the representation made on 9.09.2025 by the petitioner.

2. The learned counsel for the petitioner would submit that the petitioner, by pledging her property, the petitioner availed housing loan to the tune of Rs.23,00,000/- to which, her husband Mr.Arun Sarvanan stood as Co-applicant. The grievance of the petitioner is that she paid entire loan amount on 23.07.2025 and requested the respondent bank to release her original sale deed, but the respondent bank insisted permission letter from the husband of the petitioner. The petitioner is unable to produce the same since her husband filed a petition before the family Court seeking divorce



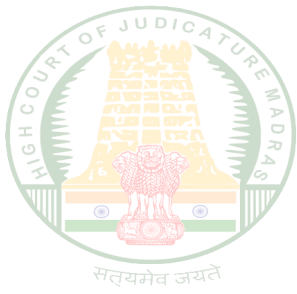
due to matrimonial dispute and he is refusing to give permission letter.

WEB COPY

Hence, the learned counsel seeks a direction to the respondents.

3. It is not in dispute that the petitioner having availed the housing loan, has paid entire loan amount and there was no outstanding payable by her. Admittedly, the husband of the petitioner is only a co-applicant and the petitioner is the main borrower who paid the entire loan amount. However, due to matrimonial dispute arose between the petitioner and her husband, which lead to the filing of a petition for divorce by her husband, the petitioner could not produce the No Objection letter from her husband. Therefore, considering all these aspects, more particularly, the petitioner repaid the entire loan amount, insisting upon production of No Objection letter from her husband by the respondent bank is not justifiable.

4. Therefore, the respondents are directed to release original documents related to the housing loan availed by the petitioner as requested by her vide letter dated 09.09.2025 without insisting upon production of No Objection letter from her husband, subject to the petitioner executing



WEB COPY

M.DHANDAPANI, J.

suk

necessary Indemnity Bond in favour of the respondent bank, within a period of two weeks from the date of executing the Idemnity Bond by the petitioner.

5. With the above direction, this Writ Petition is disposed of. No costs.

Suk

26.11.2025

Index:Yes/No

Neutral Citation:Yes/No

To

1. Branch Manager
Hdfc Bank Ltd., New No 17
Mk Reddy Street Near Telephone Exchange,
West Tambaram
Chennai 45

2.Branch Manager
Hdfc Bank Ltd., Plot No. 233
Ground Floor Samayapuram Main Road,
Porur Chennai 116

W.P.No.44827 of 2025