



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF APRIL, 2026

BEFORE

THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

WRIT PETITION NO. 2756 OF 2026 (GM-RES)

BETWEEN:

SRI. RAMESH B
SON OF SRI.V.BALAKRISHNA,
AGED ABOUT 59 YEARS, PROPRIETOR,
B.R.ENTERPRISES,
CIVIL ENGINEERING CONTRACTOR,
NO.5. PIPELINE NEW EXTN.
PIPELINE MAIN ROAD,
ROBERTSONPET, KGF - 563 122.

...PETITIONER

(BY SRI. SRINIVASAN T, ADVOCATE)

AND:

THE CHIEF MANAGER,
CANARA BANK,
DASARAHOSAHALLI BRANCH,
BEML NAGAR, KGF - 563 115.

...RESPONDENT

(BY SRI. K.V. LOKESH, ADVOCATE
VIDE ORDER DATED 04.02.2026)

THIS W.P. IS FILED UNDER ARTICLE 226 OF THE
CONSTITUTION OF INDIA PRAYING TO (A) ISSUE A WRIT OF
MANDAMUS, DIRECTING THE RESPONDENT TO CONSIDER THE
REPRESENTATION OF THE PETITIONER VIDE ANNEXURE A IN
ACCORDANCE WITH LAW. CONSEQUENTLY TO RETURN THE



ORIGINAL SALE DEEDS IN ANNEXURE B1 TO B5 TO THE PETITIONER WITHIN REASONABLE TIME AND ETC.,

THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

ORAL ORDER

The petitioner, who had availed working capital term loan from respondent- bank is aggrieved by the bank's action of not returning the title documents despite clearing the loan. Therefore, the captioned petition is filed.

2. Heard the petitioner's counsel and there is no representation on behalf of the respondent's counsel. Perused the records.

3. The petitioner asserts that he had availed a working capital term loan from the respondent-Bank by offering immovable property as collateral security. It is his specific case that the entire loan liability has been duly discharged and, in acknowledgment thereof, the respondent-Bank has issued a 'No Due Certificate' dated



13.11.2025, evidencing that no outstanding dues remain payable. Notwithstanding the issuance of the said certificate, the petitioner is aggrieved by the inaction on the part of the respondent-Bank in withholding and not returning the original title deeds pertaining to the secured property. Hence, the present writ petition is instituted seeking appropriate relief.

4. This Court, having perused the 'No Due Certificate' dated 13.11.2025 produced at Annexure-C, is of the considered view that once the borrower has discharged the entire loan liability and the Bank itself has certified that no dues are outstanding, the petitioner acquires a corresponding legal right to seek return of the original title documents deposited as security. In such circumstances, the respondent-Bank is under a legal obligation to release and return all original documents, provided there exists no subsisting lien, charge, or any other lawful claim over the subject property. The failure to do so would be arbitrary and unsustainable in law.



Accordingly, this Court finds that the case warrants issuance of a writ in the nature of mandamus.

5. Hence, the following:

ORDER

(i) The writ petition is hereby allowed.

(ii) The respondent-Bank is directed to take cognizance of the 'No Due Certificate' dated 13.11.2025 (Annexure-C) and forthwith release and return all original title documents relating to the collateral property, subject to there being no subsisting lien, charge, or other encumbrance over the said property in connection with any other lawful claim.

(iii) The aforesaid exercise shall be completed within a period of eight (8) weeks from the date of receipt of a certified copy of this order.

**Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE**