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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 19-11-2026

CORAM

THE HON'BLE MRS. JUSTICE K. GOVINDARAJAN THILAKAVADI

WP Crl.(MD) No. 4036 of 2026

CNR:{HCMD010959092026}

N.Abdul Wahab
Represented by its Proprietor,
Ameen Store,
No.18, Inner Bazaar,
Alangudi,
Pudukkottai District -622301.

..Petitioner

Vs

1. The Regional Manager,
   State Bank of India,
   Pudukkottai-622001.

2. The Branch Manager,
   State Bank of India,
   SME Branch,
   Pudukkottai-622001.

3. The Inspector of Police,
   NEW ASHOK NAGAR Police Station,
   Delhi East,
   Delhi.

4. The Inspector of Police,
   Konny Police Station,
   PATHANAMTHITTA District,
   Kerala.

5. The Inspector of Police,
   Kotwali Police Station,
   GORAKHPUR District,
   Uttar Pradesh.

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6. The Inspector of Police,
   Cyber Crime Police Station,
   GHAZIABAD District,
   Uttar Pradesh.

7. The Inspector of Police,
   CYBER POLICE STATION,
   NORTH WEST,
   Delhi.

8. The Inspector of Police,
   CYBER POLICE STATION,
   Delhi East,
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9. The Inspector of Police,
   Parassala Police Station,
   THIRUVANANTHAPURAM RURAL,
   Kerala.

10. The Inspector of Police,
    North CEN Crime Police Station,
    BANGALORE CITY,
    Karnataka.

11. The Inspector of Police,
    Cyber Police Station North Region,
    Brihan Mumbai City,
    Maharashtra.

12. The Inspector of Police,
    Dabok Police Station,
    Udaipur District,
    Rajasthan.

13. The Inspector of Police,
    CCW SP-I Police Station,
    CHENNAI,
    Tamil Nadu.

..Respondents

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PRAYER: Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus by directing the 2nd respondent to consider the petitioner's representation and release the mortgage documents, to retain only the lien amount of Rs.4,84,900/- pending the cyber crime proceedings, and to de-freeze the remaining balance amounts, as expeditiously as possible and dispose of the same within the time frame as fixed by this Court and pass such any or other order as this Court deems fit.

For Petitioner : M/s.Kesavan A

For Respondents : Mr.S.Anwar Sameem for R1 and R2

Mr.D.Rajaboopathy
Government Advocate (Crl. Side)
for R3 to R13

ORDER

The petitioner has approached this Court seeking a direction to the respondents to release the title deeds deposited by him with the 2nd respondent bank towards security for the mortgage loan, which was admittedly been discharged in full, and to permit him to close the bank accounts maintained in the name of his business concern, 'Ameen Store'.

2. The case of the petitioner is that he has been carrying on business in the name and style of 'Ameen Store', dealing in the supply of agricultural fertiliser products across various states in India. For the

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purpose of his business transactions, he opened and maintained four bank accounts with the 2nd respondent bank in the name of his business concern. It is the further case of the petitioner that, for the purpose of expanding his business, he obtained a mortgage loan of Rs.2,32,96,591/- from the 2nd respondent bank during the year 2024 by mortgaging one of his properties as security. The petitioner would submit that he had been regularly servicing the loan and had paid the interest without any default. Subsequently, he opened another bank account with TMB for his business transactions.

3. On 27.03.2026, he transferred the entire outstanding loan amount from his account maintained with TMB to the 2nd respondent bank and thereby discharged the mortgage loan in full. However, after repayment of the loan, he came to know that one of his business accounts bearing No.36270639166 had been frozen pursuant to a cyber crime complaint registered through the National Cyber Crime Reporting Portal and that the said account had been categorised under Layer 4. The petitioner would further submit that no prior notice or intimation was issued to him before freezing the said account.

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4. The grievance of the petitioner is that, despite the full discharge of the mortgage loan, the 2nd respondent bank is refusing to release the original title deeds deposited by him and is also not permitting closure of the accounts. The bank has informed him that, since one of the accounts has been frozen pursuant to a cyber crime complaint, the accounts cannot be closed until the complaint is resolved.

5. The learned counsel appearing for the petitioner would submit that the petitioner is even willing to deposit the disputed amount, which is lying in the frozen account, subject to appropriate directions of this Court. However, the 2nd respondent bank insists that the petitioner should furnish a bank guarantee for the disputed amount, failing which the original title deeds would not be returned. According to the petitioner, such a demand is wholly unjustified, particularly when the mortgage loan has already been discharged in full.

6. Per contra, the learned counsel appearing for the 2nd respondent bank would submit that one of the petitioner's accounts has been frozen pursuant to a cyber crime complaint and, until the complaint is resolved, the bank would not be in a position to close the account or release the original title deeds. It is further submitted that, unless the petitioner

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furnishes a bank guarantee, the bank would be exposed to possible prejudice in the event of any subsequent action being taken against the petitioner in connection with the cyber crime complaint.

7. Heard. Records perused.

8. The admitted position is that the petitioner had availed a mortgage loan of Rs.2,32,96,591/- from the 2nd respondent bank and that the entire outstanding loan amount was transferred to the bank on 27.03.2026. The petitioner claims that the loan liability has been fully discharged. The 2nd respondent bank has not disputed the repayment of the loan but has resisted the release of the title deeds on the ground that one of the petitioner's business accounts has been frozen pursuant to a cyber crime complaint.

9. It is to be noted that the freezing of a bank account pursuant to a cyber crime complaint and the discharge of a mortgage loan are two distinct matters. The freezing of an account is intended to preserve the disputed amount involved in the alleged cyber crime transactions, pending investigation and further orders of the competent authority. Such freezing, by itself, does not create any independent right in favour of the

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bank to continue to retain the title deeds deposited as security for a mortgage loan which has admittedly been discharged.

10. The 2nd respondent bank is bound to comply with the lawful directions issued by the investigating agency or the competent Court in respect of the frozen account. However, the bank cannot, on its own, enlarge the scope of such freezing instructions and use the same as a ground to retain the title deeds relating to an entirely discharged mortgage transaction, unless it establishes an independent legal right or a subsisting charge over the property. The apprehension expressed by the 2nd respondent bank cannot, by itself, justify the continued retention of the title deeds. The bank is neither the investigating agency nor the authority competent to determine the petitioner's culpability in the alleged cyber crime. Its obligation is to preserve the amount covered by the freezing instructions and to comply with the directions of the competent authority.

11. Further, the petitioner has expressed his willingness to deposit the disputed amount, subject to appropriate orders of this Court. However, the 2nd respondent bank insists upon furnishing a bank guarantee. This Court is of the view that such a condition cannot be imposed mechanically. The requirement of furnishing a bank guarantee must have an independent legal or contractual foundation and cannot be

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insisted upon merely because one of the business accounts is subjected to a cyber crime-related freeze.

12. In the light of the above, this Court is of the considered view that the 2nd respondent bank cannot indefinitely withhold the original title deeds merely on the ground that one of the petitioner's business accounts has been frozen pursuant to a cyber crime complaint, particularly when the mortgage loan has been fully discharged.

13. Accordingly, the Writ Petition is disposed of with the following directions:

(i) The 2nd respondent bank shall verify and confirm the full discharge of the mortgage loan availed by the petitioner and, if no other subsisting liability or lawful encumbrance exists, release the original title deeds deposited by the petitioner towards security for the said loan, within a period of two weeks from the date of receipt of a copy of this order.

(ii) The 2nd respondent bank shall issue a loan closure certificate and execute the necessary documents for release of the mortgage security and satisfaction of the charge, wherever applicable.

(iii) The 2nd respondent bank shall not insist upon furnishing a bank guarantee merely on the ground that one of the petitioner's business

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accounts has been frozen pursuant to a cyber crime complaint, unless such requirement is supported by an independent legal or contractual right.

(iv) As regards the account bearing No.36270639166, the 2nd respondent bank shall continue to comply with the subsisting directions of the competent cyber crime authority and shall not permit any debit or withdrawal contrary to such directions. The petitioner is at liberty to approach the jurisdictional investigating agency or the competent jurisdictional Magistrate for appropriate orders regarding the disputed amount and operation of the frozen account.

14. It is made clear that the observations made in this order are confined to the petitioner's request for release of the title deeds upon discharge of the mortgage loan and shall not have any bearing on the merits of the cyber crime complaint or the investigation pending in respect of the disputed bank account. No costs.

19-11-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

mar/skn

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    Tamil Nadu.

12. The Additional Public Prosecutor,
    Madurai Bench of Madras High Court,
    Madurai.

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K.GOVINDARAJAN THILAKAVADI J.
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