IN THE DEBTS RECOVERY TRIBUNAL-II, BANGALORE

Dated this 30th Day of June, 2026

PRESENT: SHRI T. RAJESH
Hon'ble Presiding Officer

S.A. No. 275 of 2025

BETWEEN:

Mr. Rajesh S
No.14, Shiva Krupa Nilaya
4th Main, near Kadirenahalli Park,
Kadirenahalli New Colony,
Banashankari II Stage, Bangalore South,
Karnataka . . . **Applicant**

AND:

1. M/s. Bajaj Housing Finance Ltd.,
Corporate Office at
Cerebrum IT Park B2 building,
5th Floor, Kalyani Nagar, Pune,
Maharashtra- 411014

2. Authorised Officer
M/s. Bajaj Housing Finance Ltd.,
Branch office, 2nd and 3rd floor,
No.46/20-2, 12th Main, Opp. Navrang Theatre,
Rajaji Nagar, Bangalore-560010

3. Mrs. Ramya H J
No.14, Shiva Krupa Nilaya
4th Main Near Kadirenahalli park,
Kadirenahalli New colony,
Banashankari 2nd Stage, Bangalore South,
Karnataka – 560070 . . . **Respondents**

Ld. Counsels on record / appeared :-

Counsel for Applicant	:-	Sri. Puttaraju
Counsel for Respondent No.1&2	:-	M/s. S A Associates
Counsel for Respondent No.3	:-	----------

: - O R D E R - :

1. This Securitization Application, SA is filed under section 17 of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act; herein after been referred to as SARFAESI Act or the Act, is filed challenging the measures taken by the respondent under the Act, which leads to the possession notice dated 02.08.2025 is under challenge in this SA.

2. It is the case of the applicant that, the applicant married respondent No3 on 28.01.2007 and leaving together with the parents of the applicant in the schedule property. It is also stated that, in the wedlock two children born. It is also the case of the applicant that, on 03.08.2006, the mother of the applicant transfer the property in the name of the applicant whereby the applicant became the absolute owner and possession of the same. It is also admitted that, after the marriage the applicant gifted the property to his Wife by Gift Deed dated 15.12.2008 and the 3rd respondent who became the owner of the property by virtue of the Gift Deed had approached the 2nd respondent and availed the credit facility by creating security interest over the same. In the above premises, the applicant contends that, only when the 2nd respondent came to the property and affix the impugned possession notice, the applicant came to known about the measures and that the 3rd respondent had availed the loan of Rs.29,00,000/- and executed the various loan documents. It is also contended that, the loan documents and the mortgaged deed depicts applicant as the co-applicant to the loan which was shown to the applicant

on digital screen by the officials of the 1st respondent and then only the applicant came to know that, his signature therein is fabricated.

3. The applicant is also having a case that, the 3rd respondent left the matrimonial house along with her belongings and documents and filed MC 3790 before the Family Court and the same is pending. The applicant contends that, one of the conditions stated in the gift deed is that, only with the consent of the applicant, the 3rd respondent can assign the property.

4. The possession notice issued by the 1st respondent is specifically impugned stating that, the applicant is being made a co-applicant without his knowledge and the signatures were forged by the 3rd respondent who procured the credit facility. Hence, on the basis of above, the applicant contends that the mortgage claim to have created is not valid. Another contention taken by the applicant that, there is no service of demand notice and possession notice. Along the SA the applicant has produced the following documents:

i. Copy of Affidavit filed by the respondent No.3 before the Principal Family Judge court, Bengaluru in MC No.3790/2023 dated 31.07.2024

ii. Copy of Sale Deed dated 03.08.2006

iii. Copy of Gift Deed dated 05.12.2008

iv. Copy of MC No.3790/2023 filed by respondent No.3

v. Copy of downloaded order passed by Court of Assistant Commissioner along with petition

vi. Copy of possession notice dated 02.08.2025

5. The 1st respondent has filed their objections contending that, the applicant as wells the 3rd respondent as the co-applicant had approached the respondent company and had availed the loan against property which got sanctioned to the tune of Rs.30,17,749/-. The amount was sanctioned though have been agreed to repaid promptly, the borrowers' failed to do so. It is also contended that the loan was sanctioned on verification of KYC documents and the contention of the applicant as to the forging of signature is false. It is also stated that, the Gift Deed have been executed by the applicant is also deposited with the 1st respondent company for the creation of mortgage. Since the account has become irregular and after the classifying the account as NPA, the respondent had issued the demand notice on 24.04.2025 and since the Authorized Officer apprehends that, the service of demand notice will be evaded, the same was taken out through paper publication also.

6. Since no repayment was forthcoming after the expiry of 60 days, the impugned possession notice is issued, published and affixed as required under the statute. It is also stated that, the bank had also procured an order under S.14. the respondent had in detail have refuted the other contention of the applicant. the respondent along with objection's have filed the following documents:

i. Copy of loan application form annexed with KYC
ii. Copy of Sanction letter dated 31.01.2023
iii. Copy of loan agreement

iv. Copy of Memorandum of entry
v. Copy of Gift Deed
vi. Copy of CERSAI Certificate
vii. Copy of Demand Notice U/s.13(2)
viii. Copy of postal receipts
ix. Copy of S.13(2) notice paper publications
x. Copy of Possession notice
xi. Copy of postal receipts
xii. Copy of affixture photographs
xiii. Copy of paper publications of possession notice

In the light of the above pleadings, document's the respondent seeks for the dismissal of the SA.

7. Heard and perused the records.

8. The only issue that arises for consideration in the SA is as to the legality of the mortgage and the right of the 1st respondent company in initiating the proceedings and also as to the legality of the measures taken so far leading to the impugned possession notice.

9. The applicant though failed to put forth any contention that the mortgage is not valid no specific plea why such contention is taken. Having admittedly assigned document gifting the property in favour of the 3rd respondent by virtue of a Gift Deed, the applicant ceases to have any interest over the schedule property from the point where the Gift Deed is acted upon. The clause of the restriction as to the alienation of the property as claimed by the applicant will no way to be taken as a restriction as to creation of encumbrance by way of mortgage in favour of the 1st

respondent. Even otherwise, the applicant being a signatory to the loan documents cannot turn back and contend that, the restriction contains the gift deed executed by him will make the mortgage in which he is a party void. Even though the applicant contends that, his signature is fabricated, this Tribunal is not impressed to accept the contention or in its face especially as no little finger had moved by the applicant even by filling a criminal complaint especially when it is admitted that the relationship between the 3rd respondent is ruptured as evidenced by fact, criminal MC came to be filed in the concerned Family Court

10. The applicant being the signatory to the loan document cannot dispute the validity of mortgage placing reliance on a clause restriction as to alienates contained in the gift deed. in view of the above, this Tribunal is of the view that, the dispute as to the validity of the mortgage as put forth by this applicant is liable to be rejected.

11. Though the applicant is putting forth the case that, the possession notice is issued without issuing the demand notice, the 1st respondent has produced the substantial proof as to the compliance of Rule 3 as the postal receipts evidencing the issuance of demand notice is produced along with proof as to the publication of the same.

12. The compliance of Rule 8(1) and 8(2) of Security Interest (Enforcement) Rules is also proved by the respondent company as the proof as to dispatch, affixture and publication is produced along with the objections.

13. Even though the respondent had produced the documents relating to creation of mortgage and registration with the Central Registry, this Tribunal is not adverting to the same since no pleading in respect of the same had been put forth in the SA, or at the time of hearing. The discussion as held above and findings as entered therein leads the conclusion that, there is not merits and liable to be dismissed.

14. In the result, SA.No.275/2025 is dismissed. All pending IAs stand closed. The parties to bear their respective costs. Copy of this order be communicated to the parties concerned.

(Dictated to the Stenographer (PR), after her transcription and necessary corrections, signed and Order passed on this 30th day of June 2026)

(T. RAJESH)
PRESIDING OFFICER