

Debts Recovery Tribunal-II, Delhi

SA No.247 of 2024

**SMT. MAMTA TYAGI & ANR Vs LIC HOUSING
FINANCE LTD. & ORS.**

Reserved on: 04.06.2026

Pronounced on: 16.07.2026

Present: Shri Manish Kumar, counsel for applicant.
Shri Mani Kaul, counsel for respondent bank.

This SA has been filed by the applicant against the respondent bank under Section 17(1) of the SARFEASI Act, 2002 with the request that the action and measures initiated by the respondent FI in respect of the property bearing no. B-62, Area measuring 80 sq. Yds, out of Khasra no. 257, situated in the area of village Bindapur, Colony known as Bindapur extension, Uttam Nagar, New Delhi with one small car parking space in common parking area at stilt be declared illegal and arbitrary and quash the same.

2. The brief facts of the application are that as per application, the applicants have no concern with the respondents and the applicants did not take any loan from the respondent no.1 in any manner. It is submitted that the respondent nos.2 and 3 are unknown persons and the applicants are aggrieved persons. It is submitted that the applicants are the absolute and registered owner of property in question and in possession and living with their family, at the property bearing no. B-62, area measuring 80 Sq. Yds, out of Khasra no.257, situated in the area of village Bindapur, Colony known as Bindapur extension, Uttam Nagar, New Delhi with one small car parking space in common parking area at stilt. The applicants have taken a loan from IIFL home loan against the property in question and regularly paying the EMI of the borrowed loan amount of their flats. It is submitted

that the applicants had purchased their properties in the year 2019 and the applicants are living at aforesaid property and have never taken the loan from respondent no.1 on their property, therefore, the question of claiming the possession of the above said property does not arise. It is submitted that the applicants enquired from respondent no.1 but no purpose would be served. Thereafter, the applicants lodged the complaint against respondents no. 2 & 3 at P.S Dabri, Delhi on 23.07.2024, who prepared forged documents of their property and took the loan against the property in question from the respondent no.1, but the property in question number is different from that which is mentioned in the order dated 05.07.2024 i.e. "Upper Ground Floor, without roof/terrace rights, out of built up property, built on Plot no. 6 (New no.B-62-A), land area measuring 80 sq. yds. i.e. 66.88 sq. mtrs., in each floors, out of Khasra no. 257, situated at Village Bindapur, colony known as Bindapur Extn, Uttam Nagar, New Delhi-110059, with the freehold rights of the land and with one small/hatchback car parking space on ground Floor. In this manner, the respondent no. 2 and 3 cheated respondent no.1 and played fraud in respect of that property. It is submitted that the applicants were never concerned with the respondent no.1. It is submitted that the applicants are having the complete chain of the above said property and have been living in that property since 2019. It is submitted that the as per the notice of the Ld. Receiver, the borrowers' names are different and no one has any link with this property, therefore, the applicants asked from the Ld. Receiver, but the Ld. Receiver could not explain the facts. It is submitted that the applicants are very innocent and have no any kind of involvement with the respondents. It is submitted that the impugned notices/measures/actions are in total violation

of the principles of the SARFAESI Act, the RDB Act and the principles of natural justice. It is submitted that the respondent FI is misusing the power of law by issuing the said illegal notices and wants to grab the above mentioned property while the above said property does not exist with the applicant's properties. It is submitted that in view of this the impugned measures/actions under Sections 13(2) and 13(4) of the SARFAESI Act are thus grossly erroneous, wrong and untenable in law because the applicants are not concerned with the respondent no.1. It is submitted that the applicants are having their sale deed of the property, water bills, electricity bills and Aadhar cards of their property respectively. It is submitted that the applicants neither availed any loan from the respondent no.1 nor received any amount against the property which is alleged in the notice/order. Therefore, the question of any mortgage against the property in question does not arise and there is no any kind of liability against the respondent no. 1 or any interest. It is submitted that the applicants have no concern with the respondent no.1 which is alleged in the notice of the receiver. It is submitted that the loan granted by the respondent no. 1 to the respondent no. 2 and 3 has no concern with the applicants and the question of NPA does not arise. It is submitted that the Ld. CJM, New Delhi has passed the order on 05.07.2024 wherein the respondent nos. 2 and 3 defaulted in repayment of the loan and a sum of Rs.36,52,495.87 remains payable. It is submitted that the loan account was declared NPA on 11.01.2023 and the respondents failed to pay the outstanding loan amount even after receiving the notice dated 15.11.2023 under Section 13(2) of the SARFAESI Act which afforded a period of sixty days to do so and there is no pending objection or representation from the respondents. It is

submitted that the applicants never received any notice under Section 13(2) from the respondent no. 1 and even the notice dated 17.07.2024 was affixed by the Ld. Court Receiver in the name of respondent nos. 2 & 3 and the applicants have no concern with the proceedings of respondent no. 1. It is submitted that the applicants, after receiving the notice dated 17.07.2024 from the Ld. Court Receiver Advocate Manisha Baruah, appointed by the Ld. CJM, New Delhi, vide order dated 05.07.2024, in the case titled "LIC Housing Finance Ltd. Vs Mr. Yatender Sharma & Anr." having Ct. Case no. 21929/2024, to take physical possession of the mortgaged property on 08.08.2024 at 1:00 PM. It is submitted that the applicants are registered owner of the property in question which is claimed by the respondent no.1 and the respondent nos. 2 and 3 made forged documents and took the loan against the different number of the property. Therefore, due process is illegal, perverse, and unconstitutional against the applicant's properties. It is submitted that the applicants seek the intervention of this Hon'ble Tribunal to set aside the impugned order which is passed by the Ld. CJM, Dwarka Courts, New Delhi dated 05.07.2024 and the notice of the receiver dated 17.07.2024, which were issued without adhering to due process and are illegal, perverse, and unconstitutional. It is submitted that the applicants have no concern with the notice under Section 13(2), which is grossly violative of the principles of natural justice, explicitly recognized by the Constitution of India under Article 14 of the Constitution as interpreted by the Hon'ble Supreme Court and various High Courts. It is submitted that the respondent no.1 has not provided the documents to the applicants showing the liability of the applicants towards respondent no. 1. It is submitted that the actions taken by the respondent no.1 are in gross violation of

the principles of natural justice. It is submitted that the respondent bank acted unilaterally without giving the applicants a fair opportunity to present their issues or resolve doubts regarding the applicants' property in question. It is submitted that the demand notice issued by the respondent no. 1 for the payment does not arise on the part of the applicants. It is submitted that the actions taken by the respondent no.1 including the issuance of demand notices and subsequent proceedings, have caused undue harassment and mental agony to the applicants. It is submitted that the applicants were willing and capable of resolving the issues through mutual discussions and repayments. It is submitted that the applicants informed the Ld. Court Receiver about the actual facts regarding the property in question, that the applicants are not the same persons as mentioned in his notice but the Ld. Court Receiver did not take any heed of that point and the banker who was available with him and affixed the said notice on the applicants' properties. This action is not only contradictory but also a violation of law. It is submitted that the applicants have been subjected to undue pressure and mental harassment, which is against the ethical standards expected of financial institutions. It is submitted that the applicants are facing hardship due to the wrong averment, conduct and misrepresentation of the respondent no. 1 before the Ld. CJM, Dwarka Court, New Delhi and based on the representation of the respondent no. 1, the Hon'ble Court passed the order on 05.07.2024 while the applicants' property are different, but respondent affixed the same on the applicants' property. It is submitted that the respondent bank did not provide timely updates or responses to the applicants' queries and concerns, leaving them in a state of uncertainty and confusion regarding their property. It is

submitted that the arbitrary classification of accounts, excessive demands, and lack of proper grievance redressal mechanisms constitute unfair trade practices and a breach of the applicants' rights as consumers. Accordingly, it is prayed that the present SA may be allowed.

3. The respondent FI has filed reply to the SA. The respondent FI vehemently denied the allegations of the applicant and submitted that both the respondent no. 2 & 3 had applied for loan by creating equitable mortgage against the portion i.e., Upper Ground Floor without roof/terrace rights built up on property plot no.6 (new no. B-62A), Land area measuring 80 sq. yds. i.e. 66.88 sq. meters out of Khasra no.257 situated at Village Bindapur, Colony known as Bindapur Extension, Uttam Nagar, New Delhi-110059 with the free hold rights of the land and with one small/hatch back car parking space on ground floor. It is submitted that both borrowers i.e. respondent no. 2 & 3 failed to pay the EMI on timely interval which resulted into declaring their account NPA on 11.01.2023 by the respondent FI. It is submitted that respondent no.1 left with no other option to initiate proceedings under SARFAESI Act and issued notice under Section 13(2) of the SARFAESI Act on 15.11.2023 and called for outstanding dues within the stipulated period. Thereafter, respondent no. 1 took symbolic possession over secured asset on 13.05.2024. It is submitted that the present case is related to the conspiracy in which respondent no. 2 and 3 had created equitable mortgage in respect of property in question which is same as the B-62 claimed by the applicants. However, the title documents deposited with respondent no.1 shows the same property with different owners (respondent no. 2 & 3) with same boundaries

which clearly indicate the fabrication and forging of title documents. It is submitted that respondent no. 2 and 3 had applied for loan of Rs.1,00,00,000/- in order to purchase the property in question and both of them entered into a loan agreement with respondent FI in respect of which amount of Rs.74,00,000/- was sanctioned on 22.11.2018 to both of them which was disbursed on 30.11.2018 by creating equitable mortgage. Furthermore, the applicant claimed that the said property is Plot no.B-62 and not B-62A. It is submitted that it seems that the respondent no. 2 and 3 along with applicants and other unknown persons have forged and fabricated property documents. It is submitted that after perusal of the chain of transfer of title documents since inception as per the records available with respondent no. 1 and also on the basis of documents produced by the applicants is as follows: (1) in the year of 1973 Sh. Amar Singh S/o Nihala R/o Village Bindapur, Delhi transferred his piece of land admeasuring 200 Sq. Yds. of property bearing no.6 out of Khasra no. 257, situated in Bindapur Extension, Delhi by executing a sale deed in favour of Smt. Shanti Devi W/o Sh. Prem Chand R/o Village Kalkha, Karnal, Haryana on 28th day of February, (2) in the year of 1981 Smt. Shanti Devi W/o Sh. Prem Chand R/o Village Kalkha, Karnal, Haryana transferred the land admeasuring 200 Sq. Yds. of property bearing no.6 out of Khasra no. 257, situated in Bindapur Extension, Delhi by executing an agreement for sale, GPA, affidavit, receipt etc. to Sh. Kanwal Singh S/o Sh. Chhatter Singh R/o Village Asalatpur Khadar, Delhi, (3) in the year of 1981 Sh. Kanwal Singh S/o Sh. Chhatter Singh R/o Village Asalatpur Khadar, Delhi transferred the land admeasuring 160 Sq. Yds, of property bearing no.6 out of Khasra no. 257, situated in Bindapur Extension, Delhi by executing

agreement for sale, GPA, affidavit. receipt etc. to Smt. Santosh Kumari W/o Sh. Jagdish Sharma R/o Village Pakama, District Rohtak, Haryana and (4) thereafter, as per our records Smt. Santosh Kumari W/o Sh. Jagdish Sharma R/o Village Pakama, District Rohtak, Haryana transferred the above said piece of land area admeasuring 80 sq. yds. (out of her share area admeasuring 160 sq. yds.). It is submitted that the accused persons have conspired to create forged and fabricated documents in respect of the present dispute and they have created forged and fabricated documents with two different chain of titles. It is submitted that with respect to property bearing plot no.B-62A, admeasuring 80 sq. yds. out of area of 160 sq. yds., part of Khasra no. 257, situated at Bindapur Extension, Uttam Nagar, New Delhi, the title chain is as follows: on 14.06.1996, Smt. Santosh Kumari, wife of Sh. Jagdish Sharma, resident of Village Pakasma, District Rohtak, Haryana, transferred the 80 sq. yds. portion of the above said property to Sh. Deepak Aggarwal, son of Sh. Om Parkash Aggarwal, resident of P-47, Vijay Vihar, Uttam Nagar, New Delhi-110059, by executing an agreement to sell, GPA, affidavit, receipt, Will etc., thereafter, on 18.09.2018, Sh. Deepak Aggarwal, son of Shri Om Prakash Aggarwal executed sale deed of all four constructed floors i.e., upper ground floor, first floor, second floor and third floor along with roof rights into his favour being the attorney holder of Smt. Santosh Kumari W/o Sh. Jagdish Sharma resident of VPO Pakasma, District Rohtak, Haryana, subsequently, Sh. Deepak Aggarwal transferred the all four floors i.e. upper ground floor, first floor, second floor and third floor along with the roofs/terrace rights to Mr. Yatender Sharma and Mr. Yogi Raj, on 17.10.2018, Sh. Deepak Aggarwal, S/o Sh. Om Parkash Aggarwal, transferred the Upper Ground

Floor, without roof rights, of the aforesaid property, together with the freehold rights with one small/hatchback car parking space with each floor on ground floor common parking, by executing a sale deed in favour of Sh. Yatender Sharma, S/o Sh. Ved Prakash Sharma, R/o C-212, Second Floor, Vikas Puri, New Delhi-110018. In respect of the said property, Sh. Yatender Sharma and Ms. Anjulata Sharma applied for a loan of Rs.40,00,000/- from respondent no. 1, wherein Sh. Yatender Sharma is the applicant and Ms. Anjulata Sharma is the Co-applicant. Thereafter, on 30.08.2018, respondent no. 1 sanctioned a loan of Rs.31,00,000/- in favour of Sh. Yatender Sharma and Ms. Anjulata Sharma, which was disbursed on 25.10.2018 and the title documents regarding the Upper Ground Floor built upon Plot No. 6 (New no. B-62A), Khasra No. 257, Village Bindapur Extension, Delhi, were deposited with respondent no. 1, thereby creating an equitable mortgage and on 11.12.2018, Sh. Deepak Aggarwal, S/o Sh. Om Parkash Aggarwal, transferred the First Floor, Second Floor and Third Floor along with roof rights of the aforesaid property, together with the freehold rights with one small/hatchback car parking space with each floor on ground floor common parking, by executing a sale deed in favour of Sh. Yogi Raj, S/o Sh. Ved Prakash Sharma, R/o C-212, Second Floor, Vikas Puri, New Delhi-110018. In respect of the said property, Sh. Yogi Raj and Smt. Shagun applied for a loan of Rs.1,00,00,000/- from respondent no. 1, wherein Sh. Yogi Raj is the applicant and Smt. Shagun is the Co-applicant. Thereafter, on 22.11.2018, respondent no. 1 sanctioned a loan of Rs.74,00,000/- in favour of Sh. Yogi Raj and Smt. Shagun, which was disbursed on 30.11.2018 and the title documents pertaining to the First Floor, Second Floor and

Third Floor along with terrace rights of property bearing Plot No. 6 (New No. B-62A), Khasra No. 257, Village Bindapur Extension, Delhi, was deposited with respondent no. 1, by creating an equitable mortgage. It is submitted that Plot no.62 (Old Plot no. 6), Bindapur Extension, Uttam Nagar, New Delhi, admeasuring 80 sq. yds., out of 160 sq. yds., Khasra no. 257, the title chain is as follows: on 15.10.1984, Smt. Santosh Kumari, W/o Sh. Jagdish Sharma, R/o Village Pakasma, District Rohtak, Haryana, transferred the western side portion of aforesaid property in favour of Sh. Sukh Dayal Ghawri, S/o Sh. Lila Dhar, R/o WZ-176-C, Hari Nagar, Delhi, by executing an agreement to sell, GPA, affidavit and receipt, thereafter, on 04.02.1985, Sh. Kishan Lal Ghawri, S/o Sh. Sunder Lal Ghawri, R/o JG-11/67, Vikaspuri, New Delhi, transferred the eastern side portion of aforesaid property in favour of Sh. Madan Lal Ghawri, S/o Sh. Sukh Dayal Ghawri, R/o WZ-176-C, Hari Nagar, Delhi, by executing an agreement to sell and GPA, subsequently, on 10.10.1988, Sh. Sukh Dayal Ghawri, S/o Sh. Lila Dhar, R/o WZ-447/B, MS Block, Hari Nagar, Ghanta Ghar, Delhi, transferred the portion of aforesaid property in favour of Sh. Madan Lal Ghawri, S/o Sh. Sukh Dayal Ghawri, by executing an agreement to sell, GPA, affidavit and receipt, thereafter, on 20.08.1992, Sh. Sukh Dayal Ghawri, S/o Sh. Lila Dhar Ghawri, R/o 186-B, Hari Nagar, Clock Tower, New Delhi, executed a Will in favour of Sh. Madan Lal Ghawri, S/o Sh. Sukh Dayal Ghawri, R/o WZ-40, Village Tahir, Janakpuri, New Delhi, bequeathing the aforesaid property admeasuring 80 sq. yds., part of Khasra No. 257, situated at Bindapur Extension, Delhi, thereafter, on 19.01.2018, Sh. Madan Lal Ghawri, S/o Late Sh. Sukh Dayal Ghawri, R/o WZ-40, Janak Park, Gali no. 4, Hari Nagar, Ghanta Ghar, New Delhi-110064 transferred the portion of aforesaid property

by executing a sell deed in favour of Sh. Sudesh Verma, S/o Sh. Shyam Singh, R/o RZ-C-91, Som Bazar Road, Jeewan Park, Uttam Nagar, New Delhi-110059, and Sh. Sachin Rajput, S/o Sh. Suresh Chand, R/o B-69, Jeewan Park, Uttam Nagar, New Delhi-110059, thereafter, on 24.05.2019, Sh. Sudesh Verma and Sh. Sachin Rajput transferred the Upper Ground Floor of the aforesaid property, without roof rights, together with the freehold with one small car parking space in the common parking area at stilt by executing sale deed in favour of Smt. Mamta, W/o Sh. B.M. Tyagi, and Smt. Sangeeta, W/o Sh. G.P. Tyagi, both R/o RZ-C-31, Bindapur Extension, Uttam Nagar, New Delhi-110059, on 26.12.2018, Sh. Sudesh Verma and Sh. Sachin Rajput transferred front side first floor without roof rights out of built up property bearing no. B-62 area admeasuring 40 Sq. Yds. out of Khasra no. 257, Village Bindapur Extension, Uttam Nagar, Delhi with one two wheeler parking space in common parking area at stilt by executing sale deed in favour of Smt. Malti Devi W/o Sh. Naresh Kumar Mangain R/o 26/351 Arjan Vihar, Delhi Cantt. New Delhi-110010, on 31.12.2018, Sh. Sudesh Verma and Sh. Sachin Rajput transferred third floor front side with roof rights out of built up property bearing no. B-62 area admeasuring 40 Sq. Yds. out of Khasra no. 257, Village Bindapur Extension, Uttam Nagar, Delhi in favour of the Smt. Sima Mehra W/o Sh. Rakesh Kumar Mehra R/o D-15, Block D, Mahindra Park, Uttam Nagar, Delhi-110059, on 31.01.2019, Sh. Sudesh Verma and Sh. Sachin Rajput transferred front side second floor without roof rights out of built up property bearing no. B-62 area admeasuring 40 Sq. Yds. out of Khasra no. 257, Village Bindapur Extension, Uttam Nagar, Delhi with one two wheeler parking space in common parking area at stilt by executing sale deed in favour of Smt. Shanti Devi

W/o Sh. Rajendra Kumar R/o D-13 Mahindra Park, Pankha Road, Uttam Nagar, New Delhi-110059, on 27.05.2019, Sh. Sudesh Verma and Sh. Sachin Rajput transferred back side third floor with roof rights out of built up property bearing no. B-62 area admeasuring 40 Sq. Yds. out of Khasra no. 257, Village Bindapur Extension, Uttam Nagar, Delhi with one two wheeler parking space in common parking area at stilt by executing sale deed in favour of Smt. Ranju Devi W/o Sh. Dharmendra Kumar Majhi R/o A-502, Gali No.13, Mahavir Nagar, Part-II, New Delhi, on 08.08.2019, Sh. Sudesh Verma and Sh. Sachin Rajput transferred back side first floor without roof rights out of built up property bearing no. B-62 area admeasuring 40 Sq. Yds. out of Khasra no. 257, Village Bindapur Extension, Uttam Nagar, Delhi with one two wheeler parking space in common parking area at stilt by executing sale deed in favour of Smt. Rajkumari Devi W/o Sh. Joginder Raut and Ms. Anjeela Raut D/o Joginder Raut both R/o B-37 Bindapur Pocket 4, JJ Colony, New Delhi-110059 and lastly, on 01.12.2019, Sh. Sudesh Verma and Sh. Sachin Rajput transferred back side second floor without roof rights out of built up property bearing no. B-62 area admeasuring 40 Sq. Yds. out of Khasra no. 257, Village Bindapur Extension, Uttam Nagar, Delhi with one two wheeler parking space in common parking area at stilt by executing sale deed in favour of Smt. Ritu Sharma W/o Late Sh. M.L. Sharma R/o H. No. 36/4 Double Storey, Ashok Nagar, Delhi-110018. It is submitted that the respondent no. 2 & 3 and the applicants along with some other persons have used the above said forged documents to avail loan from various financial institutions including respondent. It is submitted that the boundaries of house no.B-62A, Plot No. 62 have been mentioned as East: Other Plot, West:

Other Plot, South: Gali, North: Road. It is submitted that the chain of transfer documents executed between Smt. Santosh Kumari and Sh. Krishan Lal Ghawri, as aforesaid, between October 1984 and February 1985, was forged with the intention of creating confusion and fulfilling ulterior motives to defraud respondent no. 1 and misappropriate public funds. It is submitted that by the aforesaid acts of the respondent no. 2 & 3 and other persons, it is clear that the applicants prepared forged and fabricated documents of sale/purchase and other concerned documents under some conspiracy along with their accomplices in order to cause a wrongful gain to themselves and wrongful loss to the respondent FI and public funds. It is submitted that respondent no. 1 after examining the conspiracy has filed a complaint with Subhash Place Police Station. It is submitted that the status of the plot number is still under investigation and whether the applicants have no concerned with the respondent no. 1 or property which is kept mortgage with respondent FI is under police investigation. It is submitted that whether the applicants are involved in this controversy or not is yet to be discovered, therefore, the ownership of the property in question shall be maintained as status quo until final culprit will not be caught who committed fraud with the funds of public monies and respondent FI. Accordingly, it has been prayed that the present SA may be rejected.

4. Both parties have filed their respective evidence. Both parties have also filed their written arguments.

5. Heard the Ld. Counsel of applicants and the Ld. Counsel for respondent FI and also perused the record.

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6. The main contention of the Ld. counsel of the applicant is that the property bearing no. B-62 measuring 88 sq.yds. out of Khasra no. 257, situated in the area of Village Bindapur, Delhi has seven floors and so many flats of which one flat has been purchased by the applicant after taking loan from the different financial institutions and paying EMI and the applicant is in peaceful possession of the flat purchased by the applicant. It is further submitted that the applicant has full chain of the title deeds and has exhibited the same before this Tribunal. It is submitted that the respondent no.2 to 4 has taken loan from the respondent no.1 mortgaging the property bearing no. Plot no.6, new no. B-62A, land area measuring 80 sq. yds. i.e. 66.88 sq. mtrs. in each floor out of Khasra no. 257 situated at Village Bindapur, known as Bindapur Extension, Uttam Nagar, New Delhi. It is submitted that the applicant is not the borrower or the guarantor of the loan of respondent no.1. The respondent no.1 is proceeding against the property of the applicant of which the applicant is the owner and in possession of the property. It is submitted that the property of the applicant is not plot no. B-62 A which has been mortgaged with the respondent no.1. It is submitted that there is no such property having number B-62 A and employees of the respondent no.1 has granted the loan to the respondent no.2 to 4 without verifying the property. On the other hand the Ld. counsel of the respondent FI has submitted that respondent no. 2 to 4 has taken the loan and has executed mortgage in favour of the respondent no.1. It is submitted that the property bearing Plot no.6, new no. B-62A, land area measuring 80 sq. yds. i.e. 66.88 sq. mtrs. in each floor out of Khasra no. 257 situated at Village Bindapur, known as Bindapur Extension, Uttam Nagar, New Delhi has been mortgaged with respondent no.1 and

respondent no. 1 has proceeded against the same property. From perusal of the above it is clear that the applicant is claiming that she is the owner and in possession of the flat which has been constructed on plot no.B-62 whereas the respondent no.1 is claiming that the property mortgaged with the respondent no.1 is plot no. B-62 A. From perusal of the record it is clear that the applicant has filed the title deeds regarding the flat constructed on the plot bearing no. B-62 and also filed the documents regarding the title of the plot bearing no.B-62. Therefore, it is clear that the applicant is the owner and in possession of flat constructed on plot bearing no.B-62. The respondent no.1 has granted loan to the respondent no. 2 to 4 on the property bearing no. B-62 A. Therefore, the respondent cannot proceed against the property bearing no.B-62 and the flat constructed thereon. It is for the respondent no.1 to identify the plot no. B-62 A and proceed against that property. The respondent no.1 cannot claim that the property bearing no. B-62 A is property bearing no. B-62. There is no evidence that the property bearing no. B-62 and property bearing no. B-62 A is the same property. If the new number has been allotted to any plot and the same has been given the number B-62 A, it is for the respondent FI to get the number located and proceed against plot no. B-62 A. In the grab of mortgage on B-62 A, the respondent no.1 cannot proceed against the property constructed on plot no. B-62. Therefore, the contention of the applicant is supported by the evidence whereas the respondent FI has failed to prove that the plot no. B-62 has been mortgaged with the respondent no.1. There is no evidence that plot no. B-62 has been mortgaged with the respondent no.1. Therefore, the respondent no. 1 cannot claim any right over the flats constructed on plot no. B-62.

On the basis of above discussion, the SA no.247/2024 is liable to be allowed.

ORDER

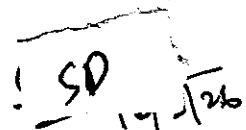
SA no.247/2024 stands allowed. The respondent no.1 is restrained from taking any SARFAESI action against the property bearing no. B-62, Area measuring 80 sq. Yds, out of Khasra no. 257, situated in the area of village Bindapur, Colony known as Bindapur extension, Uttam Nagar, New Delhi and the flat constructed on that property. The respondent FI is free to get the property no. B-62 A located with the help of the Revenue Authority and may proceed against the such property.
File be consigned to record.

Date : 16.07.2026


(SUSHIL KUMAR RASTOGI)
PRESIDING OFFICER
DRT-II, Delhi

This judgement has been signed, dated and pronounced in open court.

Date:16.07.2026


(SUSHIL KUMAR RASTOGI)
PRESIDING OFFICER
DRT-II, Delhi

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