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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ W.P.(C) 698/2016

HARMINDER SINGH ..... Petitioner

Represented by: Mr.J.K.Gupta, Advocate

versus

CENTRAL BANK OF INDIA & ORS ..... Respondents

Represented by: Mr.Anuj Jain, Advocate

**CORAM:**

**HON'BLE MR. JUSTICE PRADEEP NANDRAJOG**

**HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER**

% **27.01.2016**

CM No.2953/2016

Allowed subject to just exceptions.

W.P.(C) No.698/2016

1. Except for pleading that the petitioner became a victim of fraud when for the loan taken by him and advanced by Surinder Kumar and Raj Kumar his signatures were obtained on blank papers as also original documents pertaining to petitioner's property were taken, learned counsel for the petitioner has no argument to advance.
2. The grievance of the petitioner was to the attachment of the first floor of property bearing No.A-9, Sham Nagar, New Delhi under SARFAESI Act.
3. As per the bank the property was mortgaged to it by one Mr.Binod Sharma.
4. Admitted position between the parties is that 200 square yard land on

which the building, first floor whereof is in dispute, belonged to one Mr.Jethanand, who executed an agreement to sell, a will and a general power of attorney in favour of petitioner's father named Arjun Singh. It is apparent that the so called sale is by and under an agreement to sell and a general power of attorney. Mr.Surinder Kumar and Mr.Raj Kumar claim that the petitioner sold the first floor to them under another agreement to sell and a registered general power of attorney. The petitioner claims not having sold the same. The petitioner claims that his signatures were obtained on blank papers.

5. We shall deal with this a little later but we would like to complete narratives first. Surinder Kumar and Raj Kumar sold the property to one Ms.Rajwinder Kaur by way of a registered sale-deed dated August 28, 2009, who in turn, sold the same to one Mr.Binod Sharma. This sale is by way of an agreement to sell and a general power of attorney. Binod Sharma obtained a housing loan from respondent No.1 bank to purchase another property and deposited the title deeds by way of equitable mortgage.

6. The story of the petitioner that when he took a loan from Surinder Kumar and Raj Kumar they took title deeds of the property from him and made him sign blank papers overlooks a very important fact. The fact being a registered general power of attorney executed by the writ petitioner.

7. We have repeatedly called upon learned counsel for the petitioner to show us any pleading concerning how can petitioner reach the office of the Sub-Registrar when the general power of attorney dated October 23, 2003 was registered with the Sub-Registrar. Learned counsel for the petitioner has no answer, he simply states that Surinder Kumar and Raj Kumar obtained signatures of the petitioner on some blank papers which they used

to scribe a general power of attorney and an agreement to sell.

8. We conclude by dismissing the petition noting that the Debts Recovery Tribunal as also the Debts Recovery Appellate Tribunal have returned findings of fact against the petitioner. The two orders have not highlighted the aspect of the petitioner being present in the office of the Sub-Registrar when the general power of attorney executed by him in favour of Surinder Kumar and Raj Kumar was registered.

9. We also note that a civil suit filed by the appellant against Surinder Kumar and Raj Kumar concerning title to the property has been dismissed by a learned Civil Judge and the appeal against said decision is pending.

10. Since the petitioner has not explained his presence when the general power of attorney dated October 23, 2003 which bear his signatures was registered by the Sub-Registrar, that fact along in our opinion is sufficient to hold that the writ petitioner's plea that his signatures were obtained on blank papers is a ruse.

11. The writ petition is dismissed in limine but without there being any order as to costs.

CM No.2909/2016

Dismissed as infructuous.

**PRADEEP NANDRAJOG, J.**

**MUKTA GUPTA, J.**

**JANUARY 27, 2016**

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