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

\+ W.P.(C) 19014/2025, CM APPL. 79207/2025, CM APPL. 79208/2025

RAJNI SHARMA .....Petitioner

Through: Mr. N. P. Gaur, Adv.

versus

CANARA BANK & ORS. .....Respondents

Through: Ms. Seema Gupta, Adv. for R-1.

CORAM:
HON'BLE MR. JUSTICE ANIL KSHETARPAL
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

<u>O R D E R</u>

% **16.12.2025**

1. Through the present Petition, the Petitioner assails the correctness of the Order dated 02.12.2025 [hereinafter referred to as 'Impugned Order'] passed by the learned Debts Recovery Appellate Tribunal, New Delhi, in Appeal No.356/2019.

2. The present dispute arises with respect to a property admeasuring 60 sq. yds., bearing no.B-36, out of Khasra No.214, village Bindapur, Anup Nagar, Uttam Nagar, New Delhi-110059 [hereinafter referred to as 'suit property']. Petitioner claims to be a *bona fide* purchaser of the suit property *vide* sale deed dated 11.02.2011, which was executed by Sh. Rajiv Kumar s/o Sh. Beg Ram, through his General Power of Attorney [hereinafter referred to as 'GPA'], Sh. Raj Kumar.

3. Admittedly, Sh. Beg Ram mortgaged the suit property on 12.01.2006 in favour of the Respondent-Bank, while borrowing a loan, and deposited the title documents of the suit property with the Respondent-Bank.

4. Learned counsel representing the Petitioner submits that Sh. Beg Ram derives his title from Smt. Swaran Kaur, on the basis of a GPA dated 29.01.1980 with respect to the 100 sq. yds., however, Sh. Beg Ram, in order to play fraud, executed GPA, agreement to sell, affidavit and receipt on 06.05.2003 in favour of his son, Sh. Rajiv Kumar. All these documents were executed without any consideration. Subsequently, Sh. Rajiv Kumar executed a registered sale deed in favour of his father, Sh. Beg Ram, on 10.09.2003.

5. Learned counsel representing the Petitioner further submits that Sh. Beg Ram deposited this sale deed with the Respondent-Bank to secure a loan. Hence, there were two sets of documents which were prepared.

6. The mortgage on the basis of the sale deed dated 10.09.2003 is claimed to be nullity.

7. It is evident that Sh. Beg Ram, while securing the loan, mortgaged the suit property on 12.01.2006. The Petitioner claims rights from the son of Sh. Beg Ram on the basis of the sale deed dated 11.02.2011.

8. Thus, the rights of the Petitioner are subservient to the rights of the Mortgagee, which were prior in point of time. Hence, the Petitioner's claim, to be a *bona fide* purchaser or having any superior right over the Mortgagee, does not stand.

9. Consequently, finding no merit, the present Petition, along with

pending applications, stands dismissed.

ANIL KSHETARPAL, J.

HARISH VAIDYANATHAN SHANKAR, J.

DECEMBER 16, 2025

s.godara/sh