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

\+ RFA 200/2025, CM APPL. 12396/2025

SARITA RAVI .....Appellant

Through: Mr. Lalit Kumar, Adv.

versus

NISHA TANEJA .....Respondent

Through: Appearance not given.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

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

% **05.02.2026**

1. Appeal under Section 41 read with Section 96 of C.P.C. has been filed on behalf of the Appellant against impugned Order dated 22.10.2024, whereby the Suit of the Plaintiff / Appellant for Declaration, Cancellation of Sale Deed and Rent Agreement dated 15.05.2014 and Permanent and Mandatory Injunction, has been rejected under Order VII Rule 11 of C.P.C., on the ground that the Suit was time barred.

2. Brief facts narrated by the Plaintiff / Appellant are that she was the registered owner of suit property bearing H. No.E-3, Third Floor, Neelkanth Apartment, Khasra No.149/2, Export Enclave, Devli, New Delhi. In April, 2014, Sh. Ajay Prakash (elder brother of the Plaintiff / Appellant) was in urgent need of Rs.10,00,000/- for some work. He took loan of Rs.10,00,000/- from Nirmal Taneja (husband of Defendant / Respondent) @ 3% per month. Ajay Prakash resided in Ghaziabad and had no property in his name in Delhi. Therefore, he requested the Appellant to give her property documents to Nirmal Taneja as security, for taking the loan. Nirmal Taneja promised that all papers would be returned, once the loan amount along with interest, was paid.

3. Nirmal Taneja with fraudulent intention, took the documents from the

Plaintiff / Appellant, for executing an Agreement regarding the loan, but deliberately cheated her and her brother by fraudulently obtaining her signatures on the Sale Deed and Rent Agreement and pressurised them to register the same if they wanted the loan. Plaintiff got the registration of Flat and Rent Agreement dated 15.04.2014, executed in favour of the Defendant. Plaintiff was not aware of the conspiracy between the Defendant and her husband, in regard to the suit property.

4. Plaintiff further claimed that despite execution of the documents, Defendant and her husband gave only Rs.7,50,000/- by cheque and Rs.1,00,000/- in cash and remaining amount of Rs.1,50,000/- expensed on registry and one month interest of Rs.30,000/- on the loan amount. It was claimed that at the time of registration of the Suit Property, value of the same was more than Rs.40,00,000/- and Plaintiff is not an educated woman.

5. Ajay Prakash (elder brother of the Plaintiff / Appellant) paid entire Loan amount with interest, through Cheque of Rs.10,50,000/- bearing No.056028 dated 25.07.2016. This Cheque was given to the Defendant's husband, without filling the name, as per their request. At the time of taking aforesaid Cheque, they promised that after its clearance, they would return the documents to the Plaintiff. Cheque was honoured in the name of Meenakshi Taneja (daughter of the Defendant), who is also involved in the cheating and money laundering business. Despite the full repayment of loan, the aforesaid documents were not returned to the Plaintiff.

6. It is further claimed that Defendant and her husband committed forgery and cheated Vijay Prakash (younger brother of the Plaintiff) to execute Agreement to Sell, GPA, Will and Possession Letter, etc. in favour of her daughter Meenakshi Taneja on 05.03.2015, for purchasing the property and sold the same property to the younger brother of the Appellant on 25.07.2016 and adjusted the Cheque amount of Rs.10,50,000/- of Ajay Prakash (elder brother of the Plaintiff / Appellant).

7. Despite several visits by the Plaintiff / Appellant and her elder brother Ajay Prakash, Defendant and her husband refused to execute the Sale Deed and started blackmailing that Ajay Prakash should execute the Sale Deed of the house of Vijay Prakash and only thereafter, the documents of the Plaintiff's property shall be returned. Defendant's husband had received Rs.30,000/- every month as interest, in his own handwriting. Ajay Prakash (elder brother of the Plaintiff / Appellant) has paid total amount of Rs.8,40,000/- as interest to Defendant's husband.

8. Similar act of fraud and cheating was done by Defendant's husband with Vijay Prakash, who is younger brother of the Plaintiff / Appellant and Ajay Prakash. Vijay Prakash had also taken loan of Rs.6,00,000/- on 3% per month interest from Defendant's husband and put documents of the shop as security. Defendant's husband fraudulently got documents of the Shop and House of Vijay Prakash prepared and executed in the name of his son and daughter, namely Naval Kishor Taneja and Meenakshi Taneja. Despite entire loan being paid by Vijay Prakash, they are being blackmailed for extra amount and not-returning the documents.

9. Ajay Prakash and Vijay Prakash (elder and younger brother of the Plaintiff / Appellant) filed Police Complaint dated 04.01.2017 and 10.01.2017 respectively, asserting that Defendant's husband has received Rs.18,90,000/- from the brothers of the Appellant. She is a sufferer and victim of cheating and fraud played by the Respondent and her husband. Hence, the Suit was filed for Declaration that the Plaintiff was the owner of suit property and also for directions to the Resopndent, to return the documents of the suit property to the plaintiff.

10. **Learned District Judge** in the impugned Order dated 22.10.2024 observed that the Plaintiff was seeking avoidance of the documents executed in the year 2014 by alleging fraud and blackmailing. However, she was all throughout aware of the alleged cheating since 2016 and had even filed Police Compliant in 2017. Suit of the Plaintiff was filed on 24.05.2022, which was patently barred by limitation. Therefore, the Suit was rejected under Order VII Rule 11 of C.P.C.

Submissions heard and record perused.

11. It is evident from the averments made in the Plaint itself, that against alleged loan of Rs.10,00,000/- with 3% per month interest, taken by Ajay Prakash (elder brother of the Plaintiff / Appellant) in April, 2014, the documents of sale and rent agreement were executed in favour of the Defendant. It was claimed that there was forgery and cheating committed upon the Plaintiff and her brother, for which the Complaint had been made on 04.11.2017.

12. As per the averments made in the Complaint itself, it is evident that the cause of action arose in 2017, while the Suit has been filed in 2022. Suit of the Plaintiff was patently barred by limitation and has been rightly rejected vide impugned Order dated 22.10.2024.

13. There are no merits in the present Appeal, which is hereby, dismissed along with pending Applications.

NEENA BANSAL KRISHNA, J.

FEBRUARY 5, 2026/*R*