IN THE COURT OF DISTRICT JUDGE-03
NORTH DISTRICT, ROHINI COURT, NEW DELHI
PRESIDING OFFICER MS. AANCHAL, DHJS

CNR No. DLNT010025202020
CS DJ/161/2020

In the matter of :-

1. Smt. Rita Arora,
W/o Late Sh. Subhash Chander Arora
R/o 23/11, Moti Nagar,
New Delhi – 110015. ……....Plaintiff

Versus

1. Sh. Arun Ahuja,
S/o Sh. Ramji Dass Ahuja …....Defendant No. 1
2. Smt. Pooja Ahuja
W/o Sh. Arun Ahuja
Both R/o D-1TF, Block-D,
Moti Nagar, New Delhi – 110015. ....Defendant No 2
3. The Manager ,
IDFC First Bank Ltd.
2109, Ground Floor, D.B. Gupta Road, Karol Bagh,
New Delhi – 110005. …......Defendant No. 3

Date of Institution	:	18.03.2020
Date of Final Arguments Heard	:	01.06.2026
Date of pronouncement of judgment	:	01.06.2026

JUDGMENT

1. The present suit is filed by plaintiff seeking following relief against the defendants :-

(i) Decree of declaration against the defendants thereby declaring the gift deed dated 01.08.2014 in respct of shop No. 3A, Ground Floor size 9’6” x 10’ without its roof/terrace rights of the build up property bearing No. C-1 situated at Rana Pratap Bagh, Delhi registered with sub-registrar VI-A, New Delhi vide Registration No. 8550 in Book No. 1, Vol. No. 5286 on page No. 183 to 187 on 02.08.2024 as cancelled and null and void.

(ii) Decree of mandatory injunction against the defendants thereby directing the defendant No. 3 to handover the original gift deed after cancellation of gift deed clearing entire dues.

2. The facts as stated by the plaintiff in the plaint are as under :-

(i) The plaintiff, Smt. Rita Arora, is the mother-in-law of defendant No. 1 and mother of defendant No. 2. Defendant No. 1 and defendant No. 2 are husband and wife and their marriage was solemnized with the blessings and support of the plaintiff. However, after the marriage, the plaintiff came to know about the pathetic financial condition prevailing in the matrimonial home of defendant No. 1. Defendant No. 1 was neither employed nor having any regular source of earning and was unable to properly maintain his wife, namely defendant No. 2, and their minor child. Owing to their financial difficulties and inability to sustain themselves, both defendants approached the plaintiff on several occasions and requested her to do something for them so as to enable them to stand on their legs financially and improve their financial condition.

(ii) That thereafter the defendants No. 1 and 2 proposed to the plaintiff that she should execute a Gift Deed in respect of suit property. These defendants assured the plaintiff that in consideration thereof they would look after the plaintiff in her old age, provide her support and care in future, and would also pay a sum of Rs. 25,000/- per month towards her maintenance.

(iii) That it is pertinent to mention that the plaintiff has no son and is survived only by her three daughters, namely Nidhi, Pooja and Bhawna, born out of her wedlock with her husband Late Sh. Subhash Chander Arora. Keeping in view their financial hardship, the plaintiff executed the Gift Deed in favour of defendant No. 2. On 01.08.2014, the same was duly registered before the office of Sub-Registrar VI-A, New Delhi vide Registration No. 8550 in Book No. 1, Volume No. 5268, Pages 183 to 187 on 02.08.2014.

(iv) That after obtaining the aforesaid Gift Deed, the defendants No. 1 and 2, acting fraudulently, applied for and obtained loans from defendant No. 3, namely IDFC First Bank Ltd. One loan application was made on 19.10.2016 vide Agreement No. 7785754 for an amount of Rs. 32,50,000/- and another loan application was made vide Agreement No. 7784356 dated 05.11.2016 for an amount of Rs. 17,50,000/-, both repayable in 158 monthly instalments. The said loans were obtained against mortgage of the above-mentioned gifted property without the consent and knowledge of the plaintiff.

(v) That subsequently the defendants failed to pay the monthly EMIs towards the said loan accounts. As a consequence thereof, officials of defendant No. 3 started visiting the aforesaid shop property, which at all material times remained in the peaceful possession and occupation of the plaintiff. Upon inquiry made by the plaintiff, the officials of defendant No. 3 disclosed that defendants No. 1 and 2 had mortgaged the aforesaid shop property with the bank for obtaining the loan facilities and had defaulted in repayment thereof. The officials further informed the plaintiff that legal action could be initiated against the mortgaged property for recovery of the outstanding dues and that steps could be taken which might result in sealing or attachment of the property.

(vi) That during such inquiry the plaintiff was shocked to learn that defendant No. 1 had been shown as the principal borrower and that defendant No. 2 as well as the plaintiff herself had been shown as co-applicants in the loan documentation. The plaintiff further came to know that her signatures had been forged and fabricated in the loan application and allied documents and that she had been shown as a co-applicant without her consent or knowledge. It was also revealed that not only Shop No. 3-A, which was the subject matter of the Gift Deed, but also Shop No. 3-B had been mortgaged with defendant No. 3 against the said loan facilities. This was despite the fact that the Gift Deed executed by the plaintiff pertained only to Shop No. 3-A measuring 9'6" x 10' on the ground floor without roof/terrace rights. The defendants No. 1 and 2 had thus played a fraud by mortgaging both shops. That after discovering the aforesaid fraudulent acts, the plaintiff made all possible efforts to locate and contact defendants No. 1 and 2 and repeatedly requested them to clear and repay the loan liabilities created by them.

However, neither the defendants nor any member of their family disclosed their whereabouts or cooperated with the plaintiff in any manner. Left with no other alternative, the plaintiff was compelled to repay the entire outstanding loan amount together with interest to defendant No. 3. The plaintiff thus paid an amount aggregating to approximately Rs. 50,00,000/- so as to get a No Dues Certificate from defendant No. 3 on 19.08.2019.

(vii) That the plaintiff also lodged complaints dated 01.08.2019 before the concerned police authorities against defendants No. 1 and 2 for having played fraud upon her. A complaint dated 01.08.2019 was addressed to the DCP, North-West District, Ashok Vihar, Delhi, the ACP, North-West, Keshav Puram, Delhi and the SHO, Police Station Bharat Nagar, Delhi vide DD No. 31B. Through the said complaint, the plaintiff brought to the notice of the authorities that the defendants had fraudulently induced her to execute the Gift Deed and had thereafter dishonestly obtained loan facilities by mortgaging both the shops and forging her signatures, thereby causing grave financial loss and hardship to the plaintiff.

(viii) That thereafter the plaintiff was constrained to approach her counsel for issuance of a legal notice to defendants No. 1 and 2 for the fraud committed by them, the fraudulent execution and misuse of the Gift Deed, the unauthorized mortgage of the property, the fraudulent procurement of loans from defendant No. 3 and the forgery and fabrication of the plaintiff's signatures and to get recovered the loan amount refunded to him. Although defendant No. 3 issued a No Dues Certificate in favour of the plaintiff on 19.08.2019 after repayment of the entire loan amount, defendant

No. 3 failed to return the original Gift Deed which had been deposited and mortgaged by defendants No. 1. The said original Gift Deed continues to remain in the custody and possession of defendant No. 3.

Hence with these facts, plaintiff has filed the present suit.

3. The summons for settlement of issues were issued to all the defendants. Defendant Nos. 1 & 2 could not be served by ordinary means, so they were served by way of publication in newspaper 'Statesman' but none has appeared despite service by publication. Accordingly, defendant No. 1 & 2 were proceeded ex-parte vide order dated 02.09.2024.

4. Defendant No. 3 appeared and written statement was filed. In the written statement, it is submitted by defendant No. 3 that the present suit is not maintainable either in law or on facts and is liable to be dismissed and the plaintiff has not approached this Court with clean hands and has concealed material facts while making misleading averments and the suit is without any valid cause of action and is not supported by cogent evidence and the reliefs sought are barred by law, including the provisions of Section 41 of the Specific Relief Act.

Further, it is admitted by defendant No. 3 that Defendant Nos. 1 and 2 had availed a loan facility of Rs. 32,50,000/- on 19.10.2016 vide Loan Agreement No. 7785754 and another loan facility of Rs. 17,50,000/- vide Loan Agreement No. 7784356 dated 05.11.2016, both repayable through monthly EMIs over a tenure of 158 months. It is further admitted that Defendant No. 3 (IDFC Bank) issued a No Dues Certificate in respect of the said loan accounts. It is submitted that the loans were sanctioned after due verification and upon deposit of title documents, which reflected Defendant No. 2 as the title holder of the subject property. Accordingly, Defendant No. 3 was obligated to return the title documents only to the borrower/title holder.

Finally, it is prayed by defendant No. 3 that suit be dismissed.

5. Replication is not filed.

6. Going through the pleadings and submission on behalf of defendant No. 3, following issues are framed by this Court vide order dated 28.07.2025 :-

1. Whether the gift deed dated 01.08.2014 was got executed from the plaintiff by playing fraud by defendant Nos. 1 & 2 ? OPP.
2. Whether the plaintiff is entitled for declaration as prayed in para No. (a) of the prayer clause ? OPP.
3. Whether the plaintiff is entitled for mandatory injunction as prayed in para No. (b) of the prayer clause ? OPP.
4. Relief.

7. The plaintiff was granted the opportunity to lead the evidence but neither any evidence is led nor any affidavit for evidence is filed. Accordingly, the right of he plaintiff to lead PE was closed. As burden to prove none of the issues was lying on defendant No. 3, opportunity to lead DE to defendant No. 3 is also closed.

8. Plaintiff did not appear to advance arguments, so opportunity is closed and final arguments as advanced on behalf of defendant No. 3 are heard. Record is perused carefully.

9. Now, this court is proceeding to give issue wise findings which are as under :-

10. **Issue No. 1**

Whether the gift deed dated 01.08.2014 was got executed from the plaintiff by playing fraud by defendant Nos. 1 & 2 ? OPP.

The onus to prove this issue lies upon plaintiff but the plaintiff has not produced any evidence to prove the facts necessary to prove this issue. Hence, this issue is decided against the plaintiff.

11. **Issue No. 2**

Whether the plaintiff is entitled for declaration as prayed in para No. (a) of the prayer clause ? OPP.

The onus to prove this issue lies upon plaintiff but the plaintiff has not produced any evidence to prove the facts necessary to prove this issue. Hence, this issue is decided against the plaintiff.

12. **Issue No. 3**

Whether the plaintiff is entitled for mandatory injunction as prayed in para No. (b) of the prayer clause ? OPP.

The onus to prove this issue lies upon plaintiff but the plaintiff has not produced any evidence to prove the facts necessary to prove this issue. Hence, this issue is also decided against the plaintiff.

13. **Relief**

As the plaintiff has not led any evidence to prove the issues involved in the present case in his favour, no relief is granted to the plaintiff and suit of the plaintiff is hereby dismissed. **Decree sheet be prepared accordingly. File be consigned to record room.**

Announced in open
Court on 01.06.2026 at 3:00 PM.

AANCHAL Digitally signed by AANCHAL Date: 2026.06.01 16:42:02 +0530

(Aanchal)
District Judge-03
North District, Rohini Courts, Delhi(ak)