



\$~106

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

+ **W.P.(C) 7258/2025**

GAURAV ARORA

.....Petitioner

Through: **Mr. Ashish Chauhan and Ms. Vishakha Panchal, Advs.**

versus

PIRAMAL CAPITAL HOUSING FINANCE LIMITED & ORS.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **26.05.2025**

CM APPL. 32676/2025 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

W.P.(C) 7258/2025

The present petition has been filed seeking following relief:

“a) Pass a Writ of certiorari or prohibition or mandamus or a writ order or direction in the nature of certiorari and/or prohibition and/or mandamus and/or any other appropriate writ. and thereby directing the Respondent No.1 and 2 to provide the loan agreements along with all the enclosures such as Builder Buyer Agreement, Disbursement Letter, Tripartite Agreements, Permission to mortgage, Loan account statements and other documents in regard to the property bearing No. B 205 & B 206 of Jaipuria Apartments, Crossings Republik, Plot no. 14, NH 24, Ghaziabad, Uttar Pradesh-201010, pertaining to Loan Account numbers Loan account No. 200NOD32133 and Loan Account No. 200NOD32256; AND”

3. The case set out in the present petition is that petitioner booked two



flats in Jaipuria Apartments, Crossings Republik, Ghaziabad, Uttar Pradesh – 201010.

4. After booking of the flat and payment of booking amount, Buyer Agreement and Allotment Letter was executed between the builder and the petitioner.

5. The petitioner then availed a loan from the respondent no.1 and the loan was disbursed directly by the said respondent to the builder.

6. Mr. Ashish Chauhan, the learned counsel appearing on behalf of petitioner submits that builder failed to deliver the possession of the flat to the petitioner within the stipulated time frame. Further, the builder neither refunded the money to petitioner nor made the payment of EMIs to the respondent no.1.

7. She submits that in the meanwhile the builder i.e. M/s Jaipuria Buildcon Pvt. Ltd. was declared as insolvent and further moratorium in terms of Section 14 IBC has become operational.

8. Mr. Chauhan submits that the loan of petitioner has been assigned by the respondent no.1 to the respondent no.2/Asset Reconstruction Company India Limited.

9. He submits that petitioner has been asking for loan documents from respondent no.1 as per the RBI Guidelines but the said documents have not been furnished by respondent no. 1 to the petitioner.

10. He submits that the said documents are required by the petitioner for lodging claim before the Resolution Professional.

11. He further submits that since the debt now stand assigned to the respondent no.2, therefore, necessary directions needs to be given to the respondent no.2 in terms of the prayer made in the present petition.



12. In view of the above, issue notice to the respondents by all permissible modes.
13. Let counter affidavit be filed within a period of four weeks from the date of service.
14. Rejoinder thereto be filed within a period of two weeks thereafter.
15. Re-notify on 28.07.2025.

VIKAS MAHAJAN, J

MAY 26, 2025
N.S. ASWAL