



2026:AHC:116981-DB

**HIGH COURT OF JUDICATURE AT ALLAHABAD**

**WRIT - C No. - 32865 of 2025**

Seema Jain

.....Petitioner(s)

Versus

Zonal Manager, Bank Of India And 2 Others

.....Respondent(s)

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Counsel for Petitioner(s) : Raj Kumar Singh, Rajat Aren  
Counsel for Respondent(s) : Ashok Kumar Singh

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**Court No. - 1**

**HON'BLE AJIT KUMAR, J.**  
**HON'BLE INDRAJEET SHUKLA, J.**

Heard Sri Rajat Aren, learned counsel for the petitioner and Sri Ashok Kumar Singh, learned counsel for the respondent bank.

By means of present petition filed under Article 226 of the Constitution, petitioner has prayed for a writ in the nature of mandamus to command respondent bank to immediately release the original sale deed of house no. 265, Prem Nagar, Bhatta Jat, Gaushala Road, Ghaziabad .

It is contended on behalf of the petitioner that petitioner has purchased the property from original owner, namely, respondent no. 3 as power of attorney holder on 18th October, 2002 and entered possession of the property and also got his name subsequently mutated in the municipal records. However, suddenly in the year 2012 a notice for possession came to be issued by respondent bank to the petitioner and consequently Section 14 of the SARFAESI Act, 2002 proceeding were sought to be drawn. It is at this stage that petitioner approached the bank manager of the concerned bank and upon pointed query being made, as to the dues by the petitioner, the bank manager, it is submitted, fairly conceded that whereabouts of the son of third respondent who had borrowed the loan were not known. In the circumstances bank reached to a settlement with petitioner/ owner in possession of the property to settle the loan amount in in lumpsum payment of Rs. 5,50,000/- . Rs 5 lacs as Principle amount and Rs. 50,000/- towards interest and other charges. It is worth mentioning here that lending of cash credit limit was of Rs. 3 lacs and Rs 2 lacs was towards term loan.

Upon pointed query being made, learned counsel for the respondent bank did admit issuance of no dues certificate on 15.5.2013, which runs as under:

*" Certified that Account NO. 711130100000019+ Loan Account No. 711170400050035 of M/s. Charu Products, D-133 BRIA, Ghaziabad, Prop. Sh. Naresh Kumar S/-. Sh Tirath Das, 265 Prem Nagar, Ghaziabad.*

*Have been closed under Compromise.*

*There are now no outstanding dues of M/s. Charu Products."*

The grievance is now only for releasing title document as petitioner if wants to borrow the loan in connection of marriage of his daughter, he cannot borrow from any bank or financial institution in absence of title documents.

Learned counsel for the respondent bank submits that title document is to be given only to the person who had been given loan and 3rd respondent was only guarantor. He fairly admitted that third respondent had already died and whereabouts of the son who had borrowed the loan, is not known.

Upon further query being made, learned counsel for the bank submits that after accepting money from the petitioner to clear the debt, the bank did it and bank infact had issued no dues certificate which has been brought on record as annexure 8 to the petition which has been reproduced hereinabove. Sri Singh very fairly admits that payment has been made by petitioner and nothing in the counter affidavit demonstrates that any due has remained unpaid to the bank after payment made by petitioner to the bank, which was to the tune of Rs. 5,50,000/-.

In view of above, since petitioner stands to be sole owner in possession of the secured assets in the municipal records, inasmuch as, sale deed in question has never been questioned by any one, nor any civil or criminal litigation is going on.

Learned counsel for the respondent bank could not dispute that in the counter affidavit there is no question to sale deed/transfer of the secured assets even though security interest was created in the year 2000 and conveyance deed was executed subsequently in 2002.

In view of above, we see no justification for the bank to hold back the title deed once it had accepted money towards dues, and never questioned the title deed of the petitioner inasmuch as municipal records entries.

Accordingly, writ petition succeeds and is allowed. Writ of mandamus is issued to the respondent bank to release the title deed document of the house in question of which secured interest created, to the petitioner in the light of no dues certificate issued on 15.5.2013 within a period of two weeks from the date of presentation of certified copy of this order

**May 20, 2026**  
Sanjeev

**(Indrajeet Shukla,J.) (Ajit Kumar,J.)**