



2026:DHC:6892



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

% **Reserved on: 12th May, 2026**

Pronounced on: 14th August, 2026

CNR No: DLHC010486972023

+ **RSA 87/2015, CM APPL. 4900/2023&39701/2023**

HAIDER ALI

S/o Sh. Karat Hussain

R/o A-60, Sarojini Naidu Park,

Shastri Nagar, Delhi.

.....Appellant

Through: Ms. Kamlakshi Singh Chauhan, Ms.
Radhika Raghuvanshi and Ms.
Paraamba Raghuvanshi, Advocates.

versus

HARSHAD PATEL

S/o Sh. Dahiya Bhai Patel,

R/o 50-51, Indira Park Extension,

Chander Nagar, Delhi.

.....Respondent

Through: Mr. P. K. Rawal, Mr. Tarun Agarwal,
Mr. Vasu Vibhav Purohit,
Mr. Dipankar Aggarwal and Mr. Akhil
Singh, Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. **Regular Second Appeal** under Section 100 read with Order XLI of the CPC has been filed on behalf of the Appellant / *Sh. Haider Ali*, against **Judgment dated 26.11.2014**, whereby learned District Judge has set aside the **Judgment and Decree of learned JSSC/ASCJ/G dated 19.11.2011**, vide which, the Suit of the Plaintiff/Respondent *Sh. Harshad*



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Patel for *possession of the Suit Property under Section 5 of Specific Relief Act*, had been dismissed.

2. The Plaintiff/Respondent had filed **Civil Suit bearing No.264/2007** seeking Possession **under Section 5 of Specific Relief Act**.

3. *The brief facts*, as stated in the Complaint, were that Plaintiff / Respondent Sh. Harshad Patel was in possession and owner of Property **bearing No.A-60, Sarojini Naidu Park, Shastri Nagar, Khureji, Delhi** (out of Khasra No.79/4, in illegal of Khureji Khas, Delhi) (hereinafter referred to as '*suit property*'), which had been purchased from **Sh. Jamanat Ali**, the Power of Attorney of Sh. Jai Dayal, *vide Agreement to Sell dated 16.09.1982*. Thereafter, Sh. Jamanat Ali had raised the construction of one room with concrete boundary wall, in the capacity of the actual owner Sh. Jai Dayal. Thereafter, he entered into an **Agreement to Sell dated 25.09.1982** with the Plaintiff/ Respondent on payment of the requisite sale consideration. Sh. Jamanat Ali received the entire sale consideration of the suitproperty and the payment was made through a **Receipt dated 25.09.1982**, which was *duly registered* with sub-Registrar. Subsequently, Sh. Jamanat Ali also executed **GPA and Agreement to Sell dated 25.09.1982** and handed over the possession of the suitproperty along with the construction to the Plaintiff.

4. Defendant / Appellant Sh. Haider Ali was the mediator and had *attested* the sale documents, i.e. GPA and Agreement to Sell and Receipt and the possession of the suitproperty had been delivered to the Plaintiff in his presence.



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5. It is further claimed that Appellant / Defendant was a close relative of the Attorney of actual owner of the suit property and had developed the confidence of the Plaintiff by helping in negotiation of the deal.

6. The Plaintiff explained that earlier he was residing in premises No.557, Ram Nagar Delhi. Subsequently, **Sh. Ali Hussain (Defendant's real brother)** requested the Plaintiff to allow the Defendant to take care of the suit premises free of cost and that he would vacate the premises within six months or so.

7. The Plaintiff had to go out of station and instructed the Defendant to look after the suit property, during his absence. For this purpose, the keys were handed over to the Defendant to enable him to take necessary care of the premises. No remuneration was paid to the Defendant for such services. It was claimed that the Defendant was occupying the premises only in the capacity of a watchman and was required to hand over possession thereof to the Plaintiff as and when called upon to do so.

8. To the Plaintiff's utter surprise, upon returning from outstation in **July 1984**, he found that the Defendant had started residing in the premises. When called upon to vacate and hand over possession, the Defendant assured the Plaintiff that he would do so after securing alternative accommodation. In this regard, the Defendant furnished an **undertaking dated 25.07.1984**, whereby he agreed to vacate the premises within **six months** from the said date.

9. However, despite the expiry of the stipulated period, the Defendant failed to vacate and subsequently refused to hand over possession to the Plaintiff.



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10. The Defendant thereafter, instituted a *Suit seeking Permanent Injunction*, asserting ownership over the premises. The Ld. Trial Court, however, found that the *Defendant had no right, title or interest therein and, accordingly, declined to grant the relief of injunction and dismissed the interim Application*. Subsequently, the Defendant's suit was dismissed in default. *The Defendant neither took steps to have the suit restored nor vacated the premises.*

11. Plaintiff claimed that the Defendant was a licensee, whose license was terminated, after which the **undertaking dated 25.07.1984** had been furnished by him. The Plaintiff also found that Defendant had subsequently got his name recorded in the **Municipal Record** by playing fraud with the Plaintiff.

12. Therefore, Plaintiff filed the Suit for recovery of Possession against the Defendant.

13. A *Written Statement* was filed on behalf of the Defendant, wherein he claimed that the Plaintiff had no *locus standi* to file this Suit, which was false and frivolous.

14. It was asserted that the Plaintiff was neither the owner of, nor had any right, title, interest or concern with, the suit property. The Defendant specifically disputed the Plaintiff's claim of ownership and contended that *he had been in continuous occupation thereof for more than 30 years.*

15. The Defendant asserted that he had acquired the premises from **Smt. Shanti Devi, wife of Sh. R. Prashad**, pursuant to a transaction purportedly executed on the strength of a Power of Attorney and allied documents.

16. It was further claimed that neither Plaintiff nor Sh. Jamanat Ali or Sh. Jai Dayal or any other person, had any right to raise construction on the



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suitproperty. The construction including one room, latrine, bath, etc. and the boundary wall was constructed by the Defendant **in the year 1980**, after demolition of the old structure, which had been earlier made **by Smt. Shanti Devi**.

17. The Defendant asserted that his possession had remained continuous for several years and denied having entered into any sale transaction as alleged by the Plaintiff.

18. He contended that the transactions relied upon by the Plaintiff pertained to Sh. Jamanat Ali, a close associate of the Plaintiff, whom he alleged to be criminally inclined and involved in cases concerning land grabbing, trespass, fraud, cheating, and fabrication of documents relating to various properties. According to the Defendant, Jamanat Ali had fabricated the documents with the intent to unlawfully dispossess him from the premises.

19. He further alleged that Jamanat Ali, with the assistance of certain persons and the police, had procured a false and fictitious **undertaking dated 25.07.1984** from him, at the police station. The Defendant contended that the undertaking was **invalid**, as his signatures had been obtained under fear and through fraudulent misrepresentation, on the pretext that the transaction concerned another property.

20. The Defendant thus, maintained that no transaction concerning the premises had ever taken place, contrary to the Plaintiff's assertion.

21. The Defendant claimed that the entire case of the Plaintiff of purchasing the suitproperty from Sh. Jamanat Ali and Sh. Jai Dayal, is a concocted story. He denied that the possession of the suit property was delivered by Sh. Jamanat Ali, to the Plaintiff. It was further asserted that the



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suitproperty belongs to DDA and Defendant has acquired exclusive ownership in the suitproperty.

22. It is further denied that he was the mediator between the Plaintiff and the erstwhile owner in negotiations and getting the sale document executed in respect of the suitproperty, *by way of adverse possession*.

23. The Defendant further claimed that he has been running his factory and has been living in the suitproperty since 1982 and therefore, the entire story of him being inducted as a Watchman, is false and fabricated. He asserted that there was no merit in the Suit and the same was liable to be dismissed.

24. The ***Plaintiff in his Replication*** re-affirmed the assertions made in the Plaint and denied the contents of the Written Statement of the Defendant.

25. The **Issues were framed on 11.04.1997** as under:

“1) Whether the plaintiff is entitled to recover the possession from the defendant? OPP

2) Whether the plaintiff is the owner of the suit premises? OPP

3) Whether the plaintiff has no locus standi to file the present suit ? If so, its effect. OPD

4) Whether the suit is not maintainable in the present form? OPD

5) Whether the suit has not been valued property for the purposes of court fees and jurisdiction? OPD

6) Whether there is no cause of action in favour of the plaintiff and against the defendant? OPD”

26. Additional issue was framed on **15.05.2006**, as was directed by this Court in C.M. Main No.1547/2010, which is as under:

“1. Whether the defendant has any title, right or interest in the schedule property better than that of the plaintiff ? OPD”



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27. **PW-1, Sh. Jamanat Ali** corroborated the case of the Plaintiff.
28. **PW-2, the Plaintiff** produced original **GPA** in his favour as Ex.PW-1/1, the **Agreement to Sell** in original as Ex.PW-1/2, the **Registered Receipt** for consideration as Ex.PW-1/3 and the **Site Plan** as Ex.PW-1/5.
29. **Defendant examined himself as DW-1** in support of his defence, as taken in the Written Statement.
30. **DW-2, Sh. Duli Chand**, UDC, ANC Department, Shahdara South Zone, MCD,deposed that the record pertaining tothe year 1984 was not available.He proved **Letter dated 31.03.2011**as Ex. DW-2/1.
31. **DW-3Sh. Heera Ballabh Pujari**, LDC from Record Room, Civil, Tis Hazari Courts, Delhi, produced summoned record i.e. the Court file of CS No.426/1987 titled as Shanti Devi. vs. Commercial Supritend, DESU.
32. He also produced **GPA dated 04.07.1982** executed by Smt. Shanti Devi in favour of Defendant / Shri Harider Ali as Ex.DW-3/1, **Letter dated 13.07.1987** issued by DESU as Ex.DW-3/2, the **Joint Inspection Report dated13.07.1987** as Ex.DW-3/3, **Order dated 17.09.1994** as Ex.DW-3/4, **Statementsof Shri Haider Ali dated 13.08.1991**and **Shri Munshi Ram dated 21.02.1992** as Ex.DW-3/5 and Ex.DW-3/6 respectively, **Statement of Shri L.R.Srivatsva**, Sr. Clerk,Commercial Section, Distt. Krishan Nagar, DESU dated 27.08.1992 and **Shri Y. P. Makhija**, Asstt. Engineer, Zone 2183, Distt. Krishan Nagar, DESU dated 27.08.1992 as Ex.DW-3/7, the **House Tax Receipt No.734020** for the year 1983 to 1987 as Ex.DW-3/8.
33. **DW-4, Sh. Vijender Kuamr**, Accounts Assistant Grade-I, BSES, Yamuna Power Limited, Krishna Nagar, Delhi, producedsummoned record pertaining toinstallation of Meter *vide* old Connection No.601-129795 in the



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name of Smt. Shanti Devi, R/o H. No.17/03, Sarojini Park, Shastri Nagar, Delhi and **new Connection No.1220R3290056**, as Ex.DW-4/1.

34. **DW-5** is Defendant Sh. Haider Ali, deposed on the lines of his defence in Written Statement.

35. **Ld. Civil Judge** referred to the Power of Attorney and Agreement to Sell in favour of Plaintiff, *to conclude that these documents were not sufficient to confer ownership over the suit property.*

36. Furthermore, the Revenue Record had not been proved in accordance with **Indian Evidence Act**. The testimony of the PW-2 Sh. Jamant Ali was not held credible, in the light of missing vital link in respect of purchase of the suit property by him from Sh. Jai Dayal. *It was thus, held that the Plaintiff was unable to prove that he was the owner of the suit property.*

37. It had also held that the documents, relied upon by the Defendant, to establish his ownership i.e. *GPA dated 04.07.1982, Ex.DW-3/1, Agreement to Sell and Receipts (Marks A and B)*, allegedly executed in his favour by Smt. Shanti Devi, had not been proved in accordance with law and did not establish the ownership of the Defendant in the suit property.

38. It was thus, concluded that the Plaintiff having failed to establish his ownership in the suit property, **was not entitled to the recovery of Possession**. Consequently, the **Suit of the Plaintiff was dismissed vide Judgment dated 19.11.2011.**

39. Aggrieved by this Judgment of the learned Civil Judge dated 19.11.2011, Plaintiff/ Sh. Harshal Patel filed **First Appeal bearing RCA No.102/2013.**



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40. **Learned District Judge** re-appreciated the evidence and observed that the Defendant was claiming ownership on the basis of GPA dated 04.07.1982, Ex.DW-3/1, Agreement to Sell and Receipts (Marks A and B), executed in his favour by Smt. Shanti Devi. Likewise, Plaintiff was claiming ownership on the basis GPA etc. Ex.PW-1/2 to 4. The description of the property in these two documents was considered and *it was concluded that the documents of the Defendant, pertained to some other Property.*

41. Furthermore, Sh. Haider Ali had admitted in the cross-examination that the said documents Ex.PW-1/2 to 4, in favour of the Plaintiff, had been signed by him as a witness. Furthermore, GPA was corroborated by registered Receipt, Ex.PW-1/3, which was executed in favour of the Plaintiff by Sh. Jamanat Ali. **Accordingly, it was concluded that the Plaintiff had established a better title to the suit property.**

42. Additionally, the Plaintiff deposed that he had permitted the Defendant, Sh. Haider Ali, to remain on the suit property as a watchman, without any obligation to pay him a salary. It was held that the plaintiff had also proved that the Defendant had been permitted to occupy the property temporarily, in his capacity as a watchman. The Defendant, however, continued to remain in possession even after such permissive occupation had been terminated, *thereby rendering his continued possession unlawful.*

43. It was thus, held that the Plaintiff was entitled to the Decree of Possession. *Consequently, the Judgment of learned Civil Judge dated 19.11.2011 was set aside and the Suit of the Plaintiff was decreed, vide impugned Judgment dated 26.11.2014.*



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44. Aggrieved by the same, Defendant Sh. Haider Ali has filed present ***Regular Second Appeal challenging the Judgment of learned ADJ dated 26.11.2014***

45. **The grounds of challenge** are that the impugned Judgment dated 26.11.2014 based on conjectures and surmises and has caused prejudice to the Appellant, it being in violation of ***Principles of Natural Justice***.

46. The Appellant, in his **Written Statement**, had categorically stated that the suit property bearing House No.17/3 and new municipal No.A-60, on which the Plaintiff and his associate Sh. Jamanat Ali, were having an even evil eye. These facts have not been denied by the Plaintiff at any point of time. In his examination in chief, he did not state that the suit property is the same property as reflected in Ex.PW-1/4. ***Learned Appellant Court had failed to consider this fact, in the impugned Judgment.***

47. It is not in dispute that the suit property measures 54 sq. yards. However, PW-1 Sh. Jamant Ali had admitted in his cross-examination that the suit property is an Agricultural Land and in view of **Section 183 of Delhi Land Reforms Act, this Court has no jurisdiction to entertain the Suit.**

48. Sh. Jamannat Ali had further admitted in his cross-examination that House No.A-60 was the new allotted Number, but the Plaintiff has ***failed*** to produce any record that he is the owner of the said Property. He had further admitted that Site Plan Ex.PW-1/5 was ***not of the suit premises***. Moreover, he admitted that the Property was never entered in his name and volunteered that he had sold the same within 10 days from the date of getting it. These admissions of Sh. Jamant Ali were sufficient to disprove the case of the Plaintiff.



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49. Appellant further stated that as per recent information, KhasraNo.39/4 was under the Award No.70-71 and the award amount was taken by Sh. Jai Dayal, which fact has been conceded by PW-1 as well as PW-2. ***The Suit for Possession has been filed in respect of an acquired land, which is not maintainable.***

50. Furthermore, Plaintiff could not have taken advantage of the weaknesses of the Defendant's case, ***but was required to stand on his own legs to establish his title.*** Reliance is placed on Ram Chandra Sakharam vs. Damodar Trimbak Tanksale, 2007 (3) SCC 353.

51. Furthermore, Sh. Jamanat Ali admittedly was having an unregistered ***Power of Attorney*** of the so-called erstwhile owner Sh. Jai Dayal. On the basis of an Attorney, ***he cannot claim any right to execute further Power of Attorney or the Agreement to Sell.***

52. Furthermore, the Power of Attorney in favour of Sh. Jamanat Ali, allegedly executed by Sh. Jai Dayal, has not been placed on record, but the Appeal has been allowed against the Appellant only on the ground that Defendant/ Appellant was unable to prove his right, title or ownership in the suit property.

53. The Agreement to Sell, etc. Ex.PW-1/2 to 4 in favour of the Plaintiff are not legally enforceable documents, as they are unregistered, ***which is mandatory.***

54. Most particularly, only document Ex.PW-1/4 has the stamp of notary public, while Agreement to Sell Ex.PW-1/2 and Receipt Ex.PW-1/3, have no attestation, ***though these documents are allegedly having the same date.***

55. Plaintiff in his testimony had proved the Site Plan Ex.PW-1/5, which was objected to by the Defendant, but the objection had been kept



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open. Initially in the Complaint, Khasra Number was stated as 79/4, but subsequently, in connivance with the Court Staff, Khasra Number was changed, which is evident from the spare copy of the Complaint, that was filed by the Plaintiff in his Suit.

56. In terms of **Section 41 of Specific Relief Act**, without filing a **Suit for Specific Performance** in respect of Agreement to Sell Ex.PW-1/2, no Suit for Possession was maintainable. The onus was erroneously shifted upon the Defendant, merely because he admitted his signatures on these documents at Point 'A'. *Despite his admission, the onus to prove the documents of sale always rested on the Plaintiff.*

57. Furthermore, Appellant had proved that the Electricity Connection was in the name of Smt. Shanti Devi, much prior to 25.09.1982. The Joint Inspection Report Ex.DW-3/3, GPA Ex.DW-3/1 and Document Ex.DW-4/1 *have not been considered* by the learned Appellant Court.

58. Reliance is placed on Roop Singh vs. Murti Shri Radha Krishan Ji, 2009(3) Civil Court Cases (676), wherein Hon'ble Punjab & Haryana High Courts *held that an admission cannot create title in respect of the immovable property*. An oral release or a written letter of an original letter, acknowledging another person as owner, *has no value in the eyes of law*.

59. Furthermore, the Plaintiff during the entire trial has failed to produce any Sale Deed in respect of the suit property. In the absence of any Sale Deed in terms of **Section 54 of Transfer of Property Act**, **the title of ownership cannot be conferred on the Plaintiff.**

60. The Appellant has been in possession of the suit property for last more than 30 years, having purchased it from Smt. Shanti Devi, on whose name the Electricity Connection, had been installed.



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61. Reliance is placed on Union of India vs. Vasavi Co-op Housing Society Ltd. & Ors., 2014 (1) CCC 836 (Supreme Court), wherein it was held that *the burden to prove the Suit is always on the Plaintiff and the weakness and if any, in the case of the Defendant cannot be a ground to ground the relief to the Plaintiff.*

62. Hence, prayer is made that the impugned Judgment of the learned Appellate Court dated 26.11.2014 be set aside and the Suit of the Plaintiff be dismissed.

63. **Substantial question of law** was framed by this Court on **15.05.2015**, which is as under:

“Whether the finding returned by the first appellate court suffers from any perversity in the light of the evidence produced by the parties? If so, its effect?”

64. **Learned counsel for the Respondent** has argued that the Defendant, though claiming ownership, had been unable to prove the documents of sale in his favour allegedly executed by Smt. Shanti Devi.

65. On the other hand, the Plaintiff/ Respondent had proved the Agreement to Sell, etc that had been executed in his favour by Sh. Jamant Ali. Not only this, the authenticity of these documents gets established from the admission of the Appellant that he had signed those documents as a witness.

66. Learned District Judge has rightly appreciated the set of documents in favour of the Plaintiff with those of unproved documents of the Appellant, to believe the testimony of the Plaintiff that the Defendant/ Appellant had been inducted as a caretaker in the suit premises.



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67. It is stated that the learned District Judge has duly appreciated the facts in right perspective and the Suit has been rightly decreed in favour of the Plaintiff.

Submissions heard and record perused.

68. Suit of the Respondent / Plaintiff Sh. Harshad Patel for Possession had been dismissed by the learned JSCC *vide Judgment dated 19.11.2011*, but it was set aside in the **First Regular Appeal *vide Judgment dated 26.11.2014*, and the suit of the plaintiff for possession, was decreed.**

69. Therefore, evidence of the parties needs to be considered to ascertain whether the findings, were justified or perverse.

70. Plaintiff Sh. Harshad Patel had asserted himself to be the owner of the suit property. He had explained that this property was purchased by him on payment of sale consideration of Rs.14,000/-, *vide Agreement to Sell dated 15.09.1982*, Ex.PW-1/2, GPA and Receipt, executed by **Sh. Jamanat Ali, Power of Attorney of Sh. Jai Dayal, the erstwhile owner.**

71. As per Revenue Record, Ex.DW-5/X1, Sh. Jai Dayal was the recorded owner of the suit property. Plaintiff Sh. Harshad Patel had proved his ownership through Sh. Jai Dayal, who was recorded owner of the suit property.

72. Pertinently, Sh. Haider Ali, was the witness to the sale documents in favour of Plaintiff / Sh. Harshad Patel dated 04.07.1982, Ex.DW-3/1; a fact admitted by the defendant in his cross-examination. He admitted that he had signed sale documents as witness, thereby establishing the authenticity and genuineness of the title documents in favour of Sh. Harshad Patel. Had the defendant been the owner since prior to purchase of property by the



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plaintiff, no cogent explanation has been given by the defendant as to why he signed the sale documents in favour of the plaintiff.

73. Furthermore, Sh. Haider Ali has admitted that he executed an *Undertaking dated 25.07.1984*, Ex.DW-1/4, wherein he stated that though he had been residing in the suit property since 1982, but the said property had been sold by Sh. Jamanli Ali to Sh. Harshad Patel and he continued to reside in the suit property, though he no longer resides there. He further undertook that he would vacate the suit property within six months.

74. It was thus, explained that though had been in possession of the suit property since long, but he had specifically acknowledged the sale of suit property by Sh. Jamanat Ali to Sh. Harshad Patel and had also undertaken to vacate the suit property.

75. Sh. Haider Ali tried to wriggle out of his Undertaking, by asserting that he was compelled to sign this undertaking in the Police Station under coercion, but there is no evidence in support of his allegation.

76. Further, *his statement under Order X of CPC* had been recorded by learned Civil Judge in his Civil Suit bearing No.71/1985 for Injunction, against Sh. Harshad Patel against forcible dispossession, wherein he had tried to explain his Undertaking 25.07.1984, by stating that he had been coerced to give this undertaking under force, in PS Shakarpur, Delhi. ***However, perusal of this Undertaking nowhere reflects that it was recorded in Police Station and also the Appellant has not been able to prove that this was signed by him under any kind of coercion.***

77. In this context, it is pertinent to mention that Sh. Haider Ali had filed Civil Suit bearing No.71/1985, wherein his Application under Order XXXIX Rules 1 and 2 of CPC for interim injunction was also dismissed,



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vide Order dated 02.08.1985 by observing that all title documents are in favour of Sh. Harshad Patel and also considering that Haider Ali was a witness to these documents and his Undertaking dated 25.07.1984.

78. He filed *First Appeal bearing No.440/1985, against dismissal of his Application under Order XXXIX Rules 1 and 2 of CPC*, but learned Appellate Court found no merit in this Appeal. The documents in favour of Sh. Harshad Patel, were found to be genuine and conferring him with the proprietary title of the suit property. The House Tax Receipts produced by Sh. Haider Ali, were held to be not sufficient to prove his ownership, especially when he was unable to produce any Sale Deed or valid title documents in his favour from Smt. Shanti Devi. *Accordingly, his Appeal and Application under Order XXXIX Rules 1 and 2 of CPC got dismissed.*

79. Therefore, learned District Judge, in RCA had *rightly held* that while Plaintiff / Sh. Harshad Patel had been able to prove his ownership in respect of suit property.

80. On the other hand, Defendant Sh. Haider Ali asserted to have purchased the suit property from Smt. Shanti Devi *vide* Agreement to Sell, GPA, Ex.DW-3/1, Receipt, etc. dated 04.07.1982, for a sale consideration of ***Rs.10,000/-***.

81. Sh. Haider Ali had been re-examined on 14.07.2010, wherein he produced Agreement to Sell as 'Mark-A' and Receipt of payment of sale consideration as 'Mark-B'. He was unable to produce *original* Agreement to Sell and Receipt dated 04.07.1982, in his favour.

82. Therefore, though Appellant claimed himself to be the owner of the suit property, but was unable to either prove Agreement to Sell or Receipt executed in his favour, by Smt. Shanti Devi. The only document on the basis



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of which he claimed himself to be the owner, and was proved is GPA, Ex.DW-3/1, which cannot be considered sufficient to create ownership in his favour, especially when except long possession, he has not been able to establish the ownership of Smt. Shanti Devi, as has been rightly held *vide Judgment dated 26.11.2014*.

83. Another significant aspect is that much has been asserted about Smt. Shanti Devi being in possession of the suit property, which has been sought to be established from the testimony of DW-6 Sh. S.M.Y. Rizvi who was attesting witness to GPA dated 04.07.1982, Ex.DW-3/1.

84. DW-6 in his cross-examination had deposed that he used to know Smt. Shanti Devi through one Sh. Hazi Sahab, but had no personal acquaintance or close relationship with her. He further deposed that at the time of handing over of the physical possession of the suit property by Smt. Shanti Devi, Sh. Madan Lal and two other persons were present.

85. Furthermore, DW-4Sh. Vijender Kuamr, Accounts Assistant Grade-I, BSES, Yamuna Power Limited, Krishna Nagar, Delhi, deposed that there was electricity meter installed in the suit property in the name of Smt. Shanti Devi and the documents in respect of Electricity Meter, were Ex.DW-4/1 (colly).

86. He in his cross-examination stated that Electricity Meter had been installed since 1982, in the name of Smt. Shanti Devi. He further stated that Suit for Permanent Injunction was filed by Smt. Shanti Devi against DESU. He was not aware if the said Suit had been dismissed by *learned Civil Judge vide Order dated 17.09.1994*.

87. DW-3 Sh. Heera Ballabh Pujari, LDC from Record Room, Civil, Tis Hazari Courts, Delhi, as DW-3, produced the Court file of CS No.426/1987



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titled as Shanti Devi. vs. Commercial Suptd., DESU, which was decided vide Order dated 17.09.1994, Ex.DW-3/4. He also produced GPA dated 04.07.1982 executed by Smt. Shanti Devi in favour of Defendant / Shri Harider Ali as Ex.DW-3/1, Letter dated 13.07.1987 issued by DESU as Ex.DW-3/2, the Joint Inspection Report dated 13.07.1987 as Ex.DW-3/3, Statements of Shri Haider Ali dated 13.08.1991 and Shri Munshi Ram dated 21.02.1992 as Ex.DW-3/5 and Ex.DW-3/6 respectively, Statement of Shri L.R.Srivatsva, Senior Clerk, Commercial Section, District Krishan Nagar, DESU dated 27.08.1992 and Shri Y. P. Makhija, Assistant Engineer, Zone 2183, District Krishan Nagar, DESU dated 27.08.1992 as Ex.DW-3/7, the House Tax Receipt No.734020 for the years 1983 to 1987 as Ex.DW-3/8.

88. These documents merely established the possession of Smt. Shanti Devi but did not establish her ownership or her competence to execute sale documents in favour of Haider Ali. It is thus proved that Sh. Haider Ali was permitted to live in the suit property by Sh. Harshad Patel, which got terminated by filing of the Suit against him. Pertinently, the suit of Smt. Shanti Devi against DESU was dismissed by observing that the plaintiff had concealed material facts and misrepresented the premises in question, while the electricity connection at premises No. 17/3 was found to have been illegally extended and misused for consumption at unauthorised locations, in breach of the applicable rules and agreement.

89. Appellant has vehemently contested that the sale documents of the Respondent pertain to different Property and not to the suit property, in which he has been residing for the last more than 30 years.

90. While a confusion has sought to be created by asserting that Property as described by the Plaintiff is measuring 50 sq. yards, while



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Inspection Report of DESU and other documents show that actual area of the suit property is 54 sq. meters, and description of the surrounding property in the two sets of documents are different.

91. However, it may be noted that the suit property is the *same Property in which the Appellant is claimed to have residing for the last 30 years and has also been a witness to the sale documents in favour of the Plaintiff*. At no point of time, it was claimed that the Property in which he has been residing, is different from the Property, in respect of which the Plaintiff had filed the Suit. The defence, of him being in different Property, sought to be now agitated, is clearly not borne out from the record.

92. Learned ADJ has rightly discarded these documents as establishing any title in favour of Shanti Devi and through her, in favour of the Defendant, in the Regular First Appeal.

93. Entire aforesaid discussion reflects that all challenges have been raised on facts, which have been duly considered by the Appellate Court and decided against the Appellant. *There is nothing to show that findings of the Appellate Court/Ld. ADJ are perverse or not based on the evidence recorded by the parties.*

94. There is **no merit in the present Appeal, which is hereby, dismissed**. Pending Applications, if any, are also disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

AUGUST 14, 2026/R