



2026:DHC:5485



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

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Reserved on: 12th March, 2026

Pronounced on: 09th July, 2026

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RFA 21/2020, CM APPL.1198/2020

SH. SANJEEV KUMAR CHADHA

S/o Sh. Pishori Lai Chadha

R/o H.No. 160 (Old No. 17-A),

Old Gupta Colony,

Delhi – 110009

.....Appellant

Through: Mr. Kshitiz Sharda, Advocate.

versus

1. ANIL KUMAR CHADHA

S/o Sh. Pishori Lai Chadha,

R/o 677, Bhai Premanand

Colony (West),

Delhi-110009

..Respondent No. 1

2. SH. RAMAN CHADHA

S/o Sh. Pishori Lai Chadha,

165-C, Pocket-B,

Mayur Vihar, Phase-II,

Delhi-110091

..Respondent No. 2

3. MS. SUNILA ANAND

W/o Sh. Suresh Anand,

R/o 301, Riddhi Tower,

Riddhi Garden, Film City Road

Malad (East)

Mumbai-400097

Maharashtra

..Respondent No. 3

4. MS. RATNA CHADHA

D/o Pishori Lai Chadha,

R/o H.No. 160 (Old No. 17-A),

Old Gupta Colony,

RFA 21/2020

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Signature Not Verified

Signed By: VIKAS

ARORA

Signing Date: 09.07.2026

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Delhi – 110009

..Respondent No. 4

5. SMT. RENU KANSAL

W/o Sh. Rajeev Kansal,
R/o 3/25, Roop Nagar,
Delhi

..Respondent No. 5

6. SMT. SHAKUNTALA RANI

W/o Sh. Kishan Gopal
R/o 3/25, Roop Nagar,
Delhi

..Respondent No.6

7. SMT. SHARDA DEVI

W/o Sh. Chetan Parkash Garg,
R/o 2, Gyan Lok Hapur,
Distt. Ghaziabad, (UP)

..Respondent No. 7

8. SMT. BABITA GARG

W/o Sh. Krishan Kumar Garg,
R/o 2, Gyan Lok Hapur,
Distt. Ghaziabad, (UP)

..Respondent No. 8

Through:

Mr. Ajay Jain, Mr. Krishna
Sharma, Mr. MN Mishra, Mr.
ManojGautam and Mr. Kashish
Gupta, Advocates.

CORAM:**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T****NEENA BANSAL KRISHNA, J.**

1. The present **Regular First Appeal** under Section 96 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) read with Order XLI CPC has been filed against the Judgment and Decree dated 09.09.2019 passed by the **Learned Additional District Judge-03,**

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Delhi, whereby the *Suit of the Plaintiff/Appellant Sanjeev Kumar Chadha* has been dismissed.

2. The Plaintiff/Appellant had instituted a Civil Suit bearing **CS No. 59655/2016 (Old CS No.95/2008)** seeking **Declaration** and **Cancellation** of the two registered **Sale Deeds dated 23.10.2007 executed by Defendant No.1 in favour of Defendant Nos. 5 to 8**, in respect of property bearing Municipal No.160 (Old No.17-A), Old Gupta Colony, Delhi-110009, (*hereinafter referred to as suit property*), as null and void. He had also sought Permanent Injunction to restrain the Defendants from creating any third-party interest in, transferring, alienating or otherwise dealing with the suit property on the basis of the impugned Sale Deeds, also sought Damages and mesne profits.

3. The **brief facts** of the case are that the suit property originally belonged to Late Shri Pishori Lal Chadha. Upon his demise, the suit property devolved upon his legal heirs, namely the Plaintiff/Appellant, Respondent No.1 Anil Kumar Chadha, Respondent Nos.2,3 and 4. Admittedly, the case of the parties is that a **registered Relinquishment Deed dated 24.04.2003** was executed by the Appellant, Mr Sanjeev Kumar Chadha, brother on his behalf, as well as, on behalf of his sister Ms Sunila Anand, Defendant No. 3 as her Power of Attorney and brother Sh. Raman Chadha, Defendant No. 2, **in favour of the Defendant No. 1, Sh. Anil Kumar Chadha**, brother and released their shares in his favour.

4. Thereafter, Respondent No.1 Anil Kumar Chadha claimed exclusive ownership over the suit property by virtue of the aforesaid Relinquishment Deed, executed **two registered Sale Deeds dated 23.10.2007 in favour of**



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Respondent Nos.5 to 8; one Sale Deed pertained to the ground floor and the other pertained to the first-floor of the suit property.

5. The Plaintiff asserted that the Relinquishment Deed was executed on the assurance of Respondent No.1 *that the Plaintiff/Appellant would receive his legitimate share in the value of the suit property.* However, Respondent No.1, without honouring the said understanding, executed the impugned Sale Deeds in favour of Respondent Nos.5 to 8.

6. The Plaintiff claimed that the Defendants were liable to pay damages and Mesne Profits of the Property for their illegal and unlawful occupation since 25.04.2003 @Rs.5,000/- per month besides other charges from the date of filing of the Suit, till the possession was handed over to the Plaintiff.

7. It was further contended that the impugned Sale Deeds were collusive transactions between Respondent No.1 and the purchasers, Defendant No.5 to 8, to deprive the Appellant of his lawful share. The Appellant also asserted that the transactions were sham and not supported by valid consideration, and questioned the genuineness as allegedly, no sale consideration was paid by the purchasers.

8. The Plaintiff served the **Defendant No. 1** with a Legal Notice dated 01.04.2004, for vacating the Property and also claiming Rs.5,000/- per month as Mesne Profits/Damages, despite which they failed to vacate the Property. Hence, the Plaintiff/Appellant instituted the present Suit seeking a **decree of Declaration and Cancellation of the said Sale Deeds dated 23.10.2007 as null and void and consequential relief of Permanent Injunction.**

9. The **Respondent No. 1, Sh. Anil Kumar Chadha in his Written Statement,** took the *preliminary objection* that the Sale Deed is duly and



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properly registered and executed under Sections 17 and 58A of the Registration Act and the Plaintiff was precluded from contradicting, varying, adding, subtracting the terms and contracts of the Sale Deed, as per Section 91 and 92 of the Indian Evidence Act. The recitals of the Sale Deed mentioned that the consideration had been given by the Defendants to the Plaintiff in the manner set out in the contents of the Deed. The alleged assertions made by the Plaintiff were false, frivolous and cooked up and were not substantiated by any document.

10. It is an admitted case that the Sale Deed was executed and registered, in accordance with law, and the oral evidence in contradiction thereof is not admissible. The Sale Deed had been executed in accordance with *Section 54 of the Transfer of Property Act, 1882* and cannot be declared as void or set aside. The Plaintiff is estopped by his own conduct in contradicting the terms of the Sale Deed under Section 115 of the Indian Evidence Act. He is also bound by the Sale Deed.

11. The Suit is also barred under Section 41(h) of the Specific Relief Act, 1963 as the alternate remedy is available to the Plaintiff, to seek the recovery of money. The Plaintiff has further asserted that the market value of the Suit Property is not less than Rs.16,00,000/- but the court fee has not been paid on the said amount. The Plaintiff is seeking declaration and cancellation of the Sale Deed wherein the sale consideration was mentioned as 16,21,000/- dated 23.10.2007 but the court fee annexed is only Rs.200/-. It was further claimed that the Plaintiff *had not approached the Court with clean hands and had concealed the material facts.*

12. On merits, it was denied that the Plaintiff and his unmarried sister, Ms Ratna Chadha/Defendant No. 4, continued to reside in the property in



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question and are in actual and physical possession, since the demise of Late Sh. Pishori Lal Chadha, their father/erstwhile owner. It is denied that the Plaintiff along with his wife and a child, were using two rooms, kitchen on the Ground Floor or that Ms. Ratna Chadha, Defendant No. 4 was in occupation of one kitchen and room on Ground Floor or that Front and back verandah, bathroom, latrine, front and back court yards, were in common use of the Plaintiff and the Defendant No. 4, Ms. Ratna Chadha.

13. The Defendant No. 1, **Sh. Anil Kumar Chadha**, further asserted that he was the absolute owner of the Property and was in actual possession, but he had given the Property to the Plaintiff, Sh. Sanjeev Kumar Chadha and the Defendant No. 4, Ms Ratna Chadha, out of love and affection on the assurance that whenever the Defendants would want to sell the Property, they can sell it and they would hand over the peaceful and vacant possession of the Property to the Defendant No. 1.

14. It was denied that the other legal heirs of the deceased, Sh. Pishori Lal Chadha, ever protested against the alleged fraudulent act of the Defendant No. 1, who ultimately settled the matter with the purchaser and cancelled the deal with the said purchaser. The Defendant No. 1 had cancelled the deal with Sh. Ashok Puri, for certain reasons, which are not relevant to the present Suit. He claimed that all the Defendants were well aware of the absolute ownership of the Defendant No. 1, for which reason, they had executed Relinquishment Deed dated 24.04.2003 in his favour, which was duly registered in the Office of Sub-Registrar.

15. The Defendant No. 1 further submitted that he had amicably settled the matter in September with the Defendant No. 4 and she assured that whenever the Defendant No. 1 would ask her to vacate the premises, she



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would do so and not create any hindrance in the sale of Property to the third party.

16. The Defendant No. 1 sold the aforesaid Property to the Defendant Nos. 5 to 8 *vide* Registered Sale Deed dated 23.10.2007. It is denied that on 24.12.2007, the Defendant No. 1 came to the Plaintiff and the Defendant No. 4 asking them to vacate the house, as he had already sold the same. It is vehemently denied that on 24.12.2007, the Defendant No. 1 had agreed to pay to the Plaintiff and the Defendant No. 4, their alleged respective share in the sale consideration, even though the sale amount was not disclosed.

17. The Defendant No. 1 asserted that it is only after amicably settling the matter with the Plaintiff and the Defendant No. 4, that he had sold the Property to the Defendant Nos. 5 to 8. Before selling the Property, the Defendant No. 1 had duly informed the Plaintiff and the Defendant No. 4 and requested them to vacate the Property within seven days, to which they had agreed, but subsequently, there was a change of mind and out of greed, they refused to vacate the Property.

18. The Defendant No. 1 had also informed the Defendant Nos. 5 to 8 about these facts, after which only they entered into the Agreement with the Defendant No. 1 and executed the Sale Deed.

19. It was denied that the Defendant No. 1 had got two Sale Deeds registered maliciously and in collusion with the Defendant Nos. 5 to 8 or that he had not received any consideration for the sale of the Property. He also denied that there was any fraud played by the Defendant No. 1 even though one issue to this effect was framed in earlier Suit No. CS(OS) 468/2007 (old No. 161/2004), titled Anil Kumar Chadha vs. Raman Kumar



Chadha & Others. The Defendant No.1 therefore, asserted that the Suit of the Plaintiff, Sh. Sanjeev Kumar Chadha, was liable to be dismissed.

20. Defendant No. 2, Mr Raman Chadha and Defendant No. 3, Ms Sunila Anand, despite service, failed to appear and were proceeded exparte on 13.07.2009. *No Written Statement was filed on their behalf.*

21. The Defendant No. 4, Ms Ratna Chadha, in her Written Statement-cum-Counter Claim, took the defence that the alleged Relinquishment Deed had been obtained by coercion, threat and misrepresentation and was liable to be declared as null and void. The earlier **Suit bearing CS(OS) No. 468/2007** had been withdrawn fraudulently by the Defendant No. 1 in collusion with others and illegally coerced and pressurised the Defendant to sign various documents, which is on the face of it illegal.

22. The Defendant No. 4 claimed that she is unmarried and has no other place to live for which reason, the father had executed the Will dated 28.07.1993 in her favour, making her as absolute owner. It was denied that she had a limited right of user as per the wish and desire of the Defendant No. 1. She further submitted that she had been occupying the Suit Property in her own exclusive right and Defendant No. 1 could not have executed the Sale Deed. The Relinquishment Deed and the two Sale Deeds were claimed to be void *ab initio*. She further submitted that a decree of Declaration be passed in her favour *declaring the Relinquishment Deed dated 24.04.2003 as null and void.*

23. Separate Written Statements were filed by the Defendant Nos. 5 and 6, as well as by the Defendant Nos. 7 and 8. In both these Written Statements filed on behalf of the Defendant Nos. 5 to 8, the preliminary objections were taken that the Suit had been filed without *locus standi* as the



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Plaintiff was neither the owner nor the landlord of the Suit Property. The Suit was not valued for the purpose of court fees and jurisdiction. The Ground Floor of the Suit Property in question was sold by one Sale Deed registered on 12.12.2007. The Defendant Nos. 7 and 8 had purchased the roof above the Ground Floor *vide* Sale Deed executed on 23.10.2007 and registered on 12.12.2007. They had sent a Legal Notice dated 14.01.2008 to Defendant No. 1 for handing over the possession of the Suit Property, who then instigated the Plaintiff to file the present Suit, which is liable to be dismissed. The Defendant Nos. 2 to 4 have already relinquished their shares in favour of the Defendant No. 1, and they have no right, title and interest in the Suit Property.

24. On **merits**, all other averments made in the Plaint were denied.

25. **In the Replication**, the Plaintiff/Appellant reiterated and reaffirmed the contents of the Plaint and denied all the averments made in the Written Statements.

26. On the pleadings of the parties, ***the learned Trial Court framed the following Issues on 17.03.2010:***

“(i) Whether the plaintiff is entitled to a decree of declaration declaring that the Sale Deeds dated 23.10.2007 executed by Defendant No.1 in favour of Defendant Nos.5 to 8 in respect of the suit property are null and void? OPP.

(ii) Whether Defendant No.4 is entitled to a decree of declaration declaring that the Relinquishment Deed dated 24.04.2003 relating to the suit property is null and void? OPD



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(iii) *Whether the present suit is collusive, and if so, its effect?*

OPD.

(iv) *Whether the plaintiff has no locus standi to institute the present suit? OPD.*

(v) *Relief.”*

27. The Plaintiff/Appellant, Sh. Sanjeev Kumar Chadha, examined himself as PW-1 and tendered his evidence by way of affidavit Ex. PW1/A. He deposed on similar lines, as detailed in the plaint. PW-1 admitted during his cross-examination the execution of the registered Relinquishment Deed dated 24.04.2003. He further admitted that the said Relinquishment Deed did not contain any stipulation regarding payment of shares or distribution of sale proceeds amongst the legal heirs.

28. Defendant No.1, Sh. Anil Kumar Chadha, examined himself as DW-1 and tendered his evidence by way of affidavit Ex.D1W1/X. He supported the validity of the Relinquishment Deed dated 24.04.2003 Ex.D1 and deposed that the Plaintiff/Appellant and the other legal heirs had voluntarily relinquished their rights in the suit property in his favour. He asserted that by virtue of the said Relinquishment Deed, he became the absolute owner of the suit property and was competent to execute the Sale Deeds dated 23.10.2007 in favour of Defendant Nos.5 to 8.

29. Defendant No.4, Ms Ratna Chadha, examined herself as DW-4 and tendered her evidence Ex. D4/W-1 in support of the counterclaim. She relied upon the Will dated 28.07.1993 allegedly executed by Late Shri Pishori Lal Chadha in her favour and asserted that the Relinquishment Deed dated



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24.04.2003 had been procured by fraud, coercion and misrepresentation and was therefore liable to be declared null and void.

30. Defendant No.5, Smt. Renu Kansal and Defendant No.8, Smt. Babita Garg, who were purchasers under the impugned Sale Deeds dated 23.10.2007 Ex D3, **examined themselves as DW-5 and DW-8 respectively** and tendered their affidavit of evidence Ex. DW5/A and Ex. D-8/A respectively. They supported the validity of the Sale Deeds and denied the allegations of collusion and sham transactions. During their cross-examination, both admitted that they were housewives and had not obtained possession of the portions purchased by them. They were also unable to furnish precise particulars regarding the source of funds and the cash component of the sale consideration.

31. DW6 Shakuntala Rani (Defendant No. 6), along with Defendant No. 5, was the purchaser of the suit property on the basis of Sale Deed dated 23.10.2007 Ex D3 and Relinquishment Deed dated 24.04.2003 Ex D1. She claimed that the entire sale consideration of Rs. 16,21,000 was paid to Defendant No. 1. She denied that Plaintiff was the landlord or owner of the suit property. She also claimed that Defendant No. 4, Ms Ratna Chadha has forged the Will dated 28.07.1993, allegedly executed by Late Shri Pishori Lal Chadha in her favour.

32. DW-7 Sharda Devi (Defendant No. 7) deposed that she along with Defendant No. 8 Smt. Babita Garg, had purchased the property from Defendant No. 1 for a total sale consideration of Rs 16,00,000/-, vide Sale Deed dated 23.10.2007. She claimed that the Plaintiff cannot claim cancellation of the Sale Deed after having signed a Relinquishment Deed dated 24.04.2003, Ex D1 in favour of Defendant No. 1. She further deposed



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that Defendant No. 4 Ms Ratna Chadha has forged the Will dated 28.07.1993.

33. The learned Additional District Judge, vide Judgment and Decree dated 09.09.2019, upon appreciation of the pleadings, evidence and material on record, held that the Plaintiff/Appellant had failed to establish that the Relinquishment Deed dated 24.04.2003 had been executed subject to any condition regarding distribution of the sale proceeds of the suit property amongst the legal heirs, or that they were sham, collusive or liable to be declared null and void. *It was further held that the Plaintiff/Appellant had admitted execution of the said Relinquishment Deed and had failed to establish any ground for questioning its validity.*

34. The learned Additional District Judge further held that Defendant No.1 had acquired valid title in the suit property by virtue of the Relinquishment Deed dated 24.04.2003 and was therefore competent to execute the Sale Deeds dated 23.10.2007 in favour of Defendant Nos.5 to 8.

35. Accordingly, the learned Additional District Judge dismissed the suit for Possession.

36. Aggrieved by the Judgment and Decree dated 09.09.2019, the Plaintiff/Appellant has preferred the present Appeal.

37. The grounds of challenge are that the Learned Trial Court failed to appreciate that the Sale Deeds dated 23.10.2007 executed by Defendant No.1 in favour of Defendant Nos.5 to 8 were sham, collusive and make-believe transactions, brought into existence solely to defeat the rights of the Plaintiff/Appellant and Defendant No.4, in the suit property. It is contended that Defendant No.1, in collusion with Defendant Nos.5 to 8, created a mere façade of sale without any genuine transfer of ownership or possession.



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38. It is further contended that the learned ADJ failed to appreciate that the claim of Defendant No.1 to ownership in the suit property rested solely upon the Relinquishment Deed dated 24.04.2003, the validity whereof was itself under challenge. According to the Plaintiff/Appellant, the Relinquishment Deed was executed only on the assurance of Defendant No.1 that the suit property would be sold and the sale proceeds distributed amongst all the legal heirs. There was no reason for the Plaintiff/Appellant, who was admittedly residing in the suit property along with his family, to relinquish his rights except on such understanding.

39. It is further submitted that the learned Trial Court failed to appreciate that the impugned Sale Deeds were executed on 23.10.2007 during the pendency of CS(OS) No.468/2007 and that the said Suit was accordingly withdrawn only on 24.10.2007. According to the Plaintiff/Appellant, the execution of the Sale Deeds during the pendency of the proceedings and immediately prior to withdrawal thereof, constitutes a significant circumstance demonstrating the collusive nature of the transactions.

40. It is further contended that despite the recital contained in Clause 2 of the Sale Deeds regarding delivery of possession, the admitted fact is that possession of the ground floor portion continued to remain with the Plaintiff/Appellant and possession of the first-floor portion continued with Defendant No.4. It is submitted that the continued possession of the Plaintiff/Appellant and Defendant No.4, belies the recitals contained in the Sale Deeds and casts serious doubt on the genuineness of the transactions.

41. It is further submitted that the learned ADJ failed to properly appreciate the evidence of Defendant Nos.5 and 8. It is contended that both witnesses admitted in their cross-examination that they were housewives



with no independent source of income; had never inspected the suit property from inside prior to the alleged purchase and were unable to furnish satisfactory particulars regarding the source of funds and payment of sale consideration. According to the Plaintiff/Appellant, these admissions clearly establish that the impugned Sale Deeds were sham and collusive transactions.

42. Reliance has been placed upon the judgment of the Supreme Court in Kewal Krishan v. Rajesh Kumar & Ors., Civil Appeal Nos. 6989-6992 of 2021, to contend that a Sale Deed executed without consideration is void and unenforceable. It is submitted that Defendant Nos.5 to 8 failed to establish payment of the sale consideration and consequently the impugned Sale Deeds are liable to be declared null and void.

43. It is further contended that the learned Trial Court failed to appreciate the cumulative effect of the surrounding circumstances, namely, execution of the Sale Deeds during the pendency of litigation, non-delivery of possession, alleged payment of substantial consideration in cash, absence of any independent source of income of the purchasers and the inability of the purchasers to explain the transactions in question. According to the Plaintiff/Appellant, these circumstances unmistakably establish that the impugned transactions were not bona fide.

44. It is therefore submitted that the findings of the learned Trial Court are contrary to the pleadings, evidence and material available on record and have resulted in grave miscarriage of justice. Reliance has been placed upon Tara Chand v. Ratan Bhai & Ors., (1992) 1 WLC 571 and Jaideep Bajaj v. Shashi Bajaj, AIR 2006 Del 335.



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45. The Plaintiff/Appellant accordingly submitted that the impugned Judgment and Decree dated 09.09.2019, be set aside and the Suit be decreed.

Submissions heard and record perused.

46. At the outset, it is an admitted case that the suit property was originally owned by Sh. Pishori Lal Chadha, father of Plaintiff and Defendant Nos. 1-4. After his demise, Plaintiff Sanjeev Kumar Chadha along with Defendant No. 2, 3 and 4 executed the registered Relinquishment Deed dated 24.04.2003 Ex. D1, in favour of Defendant No.1 Anil Kumar Chadha.

47. Significantly, the challenge raised by the Plaintiff/Appellant proceeds on the premise that Respondent No.1 was not entitled to deal with the suit property. *A registered document carries a presumption of validity unless successfully impeached in accordance with law.* The Relinquishment Deed dated 24.04.2003 conferred title upon Respondent No.1, and the subsequent Sale Deeds executed by him cannot be invalidated merely on the basis of suspicion or conjecture.

48. The contention of the Plaintiff/Appellant that Defendant No. 4, Smt. Ratna Chadha, Respondent No. 4, had not personally executed the Relinquishment Deed, is equally devoid of merit. The record reflects that Respondent No. 4, Smt. Ratna Chadha had executed a Special Power of Attorney in favour of the Plaintiff/Appellant, and the Relinquishment Deed was executed by the Plaintiff/Appellant both in his individual capacity and on behalf of Smt. Ratna Chadha, Respondent No.4. Furthermore, Defendant No. 4, Smt. Ratna Chadha, Respondent No. 4, has never challenged either the Relinquishment Deed or the subsequent Sale Deeds.



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49. The case of the Plaintiff/Appellant, Sh. Sanjeev Kumar Chadha is that the Relinquishment Deed was executed on the assurance of Respondent No.1 that *the suit property would be sold and the sale proceeds distributed amongst all the legal heirs*. However, apart from his own oral assertion, no independent evidence has been led to establish the existence of any such arrangement. Significantly, *no such stipulation finds mention in the registered Relinquishment Deed dated 24.04.2003*. As rightly contended on behalf of the Respondents, the terms of a written and registered document cannot be varied by oral assertions unsupported by cogent evidence, in terms of Section 91 and Section 92 of Indian Evidence Act, 1872.

50. PW-1 Sh. Sanjeev Kumar Chadha, during his cross-examination, admitted execution of the Relinquishment Deed Ex. D1 and further admitted that the document did not contain any stipulation regarding distribution of sale proceeds amongst the legal heirs. There exists no ground for cancellation of the Relinquishment Deed, executed in favour of Respondent No.1.

51. The learned ADJ has rightly observed that the Plaintiff/Appellant is an educated person and had admittedly executed the registered Relinquishment Deed. The record does not disclose any material to establish that the said document was executed under fraud, coercion or misrepresentation. In these circumstances, the finding of the learned Trial Court that the Plaintiff/Appellant failed to establish any infirmity in the Relinquishment Deed does not warrant interference.

52. The Plaintiff/Appellant has also relied upon *Clause 2 of the Sale Deeds*, which records delivery of possession to the purchasers, to contend that the transactions were not genuine, since possession admittedly remained



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with the Plaintiff/Appellant and Respondent No.4. It is not disputed that the Plaintiff/Appellant continued to occupy the ground floor portion while Respondent No.4 remained in occupation of the first-floor portion.

53. However, the mere fact that possession was not immediately obtained by the purchasers cannot by itself render the Sale Deeds void or non-existent. The physical possession may have continued with Plaintiff and Defendant No.4, but their legal ownership rights ceased on execution of the Relinquishment Deed, and their continued possession was merely permissive, after execution of the Relinquishment Deed.

54. The *next contention* advanced on behalf of the Plaintiff/Appellant is *that the Sale Deeds dated 23.10.2007 were sham and collusive transactions executed by Respondent No.1 in favour of Respondent Nos.5 to 8 solely to defeat the rights of the legal heirs in the suit property*. In support of this contention, emphasis has been placed on the fact that the Sale Deeds were executed during the pendency of CS(OS) No.468/2007, and that the said suit was withdrawn only on 24.10.2007.

55. Merely because the Sale Deeds were executed during the pendency of the aforesaid proceedings cannot, by itself, lead to an inference that the transactions were sham or collusive. Ld. ADJ rightly observed that the defendant being the Dominus litus, had a right to withdraw the Suit subsequent to the execution of the Sale Deed.

56. Considerable reliance has been placed by the Plaintiff/Appellant upon the cross-examination of Respondent No.5, Smt. Renu Kansal, and Respondent No.8, Smt. Babita Garg, to contend that the Sale Deeds were a sham document. It is correct that during their cross-examination both admitted that they were housewives and had no independent source of



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income. They also admitted that they had not inspected the suit property from inside prior to the purchase and were unable to furnish precise particulars regarding the source of funds utilised for the transactions.

57. The Plaintiff/Appellant has argued that these admissions conclusively establish that no consideration was paid and that the Sale Deeds were merely paper transactions. Reliance has been placed upon Kewal Krishan v. Rajesh Kumar & Ors., Civil Appeal Nos.6989-6992 of 2021, wherein it was observed that a Sale Deed executed without consideration would not constitute a valid transfer.

58. However, the burden of establishing that the impugned Sale Deeds were executed without consideration squarely rested upon the Plaintiff/Appellant. The Sale Deeds recorded payment of sale consideration of Rs. 16,21,000/- and Rs. 16,00,000/-. Respondent No.1, in his testimony, categorically asserted that the consideration mentioned therein had been received by him. Except for highlighting certain inconsistencies in the evidence of Respondent Nos.5 and 8, no independent evidence has been led by the Plaintiff/Appellant to establish that the recitals regarding consideration were false or that no consideration in fact passed between the parties.

59. The question before the Court is not whether the purchasers were able to recall every detail of the transaction after several years, but whether the Plaintiff/Appellant has succeeded in discharging the burden of proving that the Sale Deeds were sham, collusive and unsupported by consideration. On an overall appreciation of the evidence, it is difficult to conclude that such burden has been discharged or to conclude that the sale Deeds were sham documents.



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60. The learned ADJ therefore, rightly concluded that the Plaintiff/Appellant failed to establish that the Sale Deeds dated 23.10.2007 were sham, collusive or liable to be declared null and void. No infirmity is found in the appreciation of evidence undertaken by the learned Trial Court in this regard.

61. **Defendant No. 4, Smt. Ratna Chadha also challenged the Relinquishment Deed, Ex. D1** by claiming *firstly*, that her signatures had been obtained under *fraud, threat and coercion* by Defendant No. 1, who took her signatures on the pretext of getting the property mutated, and the Relinquishment Deed was a null and void document. She claimed that the fraudulent act of execution of two Sale Deeds in favour of the Defendant Nos. 5 to 8 came to her knowledge when he started harassing them. These two Sale Deeds were never shown to her.

62. **Ld. ADJ rightly observed** that this Relinquishment Deed was not challenged by any legal heirs since the date of its execution. Smt. **Ratna Chadha had also challenged it for the first time by filing a Counter-Claim in the Suit.** However, no evidence whatsoever was led in her counter-Claim, which got dismissed and has not been challenged by her.

63. She explained that she was the unmarried daughter and had no other place to live except the suit premises. Her father, Sh. Pishori Lal Chadha had executed a Will dated 28.07.1993, Ex. D4W1/2 in her favour, by virtue of which she became the owner of the Suit Property.

64. The perusal of the Will shows that it is a single-page Will, which was witnessed by Sh. Ravinder Kumar and Sh. Jagmohan Singh. The execution of the Will was required to be proved by DW-4 and mandatorily, at least one attesting witness was required to be examined. However, no evidence



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whatsoever has been led by her. Though she filed her Affidavit of Evidence, she never stepped into the Witness box to prove her evidence. has been led to prove the Will, in accordance with law. Smt. Ratna Chadha, therefore, miserably failed to establish any right under the Will.

65. The learned ADJ, thus, rightly concluded that Respondent No.4 had failed to establish either the validity of the alleged Will or the plea of fraud, coercion and misrepresentation in execution of the Relinquishment Deed, or the cancellation.

66. The challenge raised by Respondent No.4, Smt. Ratna Chadha to the Relinquishment Deed dated 24.04.2003, also does not merit acceptance. Significantly, allegations of fraud, coercion and misrepresentation are required to be specifically pleaded and strictly proved. *Except for bald assertions, no cogent evidence was led by Respondent No.4 to substantiate the allegations levelled against Respondent No.1. The findings of the learned ADJ are based upon proper appreciation of the evidence on record and do not call for interference.*

67. Defendant No. 4, Smt. Ratna Chadha further deposed in her affidavit of evidence that on 06.04.2004, she cancelled the GPA executed in favour of Defendant No.1 Anil Kumar Chadha as well as the Relinquishment Deed, vide Cancellation Deed, Ex. D4W1/3, which curtailed her right in the Property and she never intended to relinquish her share in the Property. She also gave a public Notice dated 08.05.2004, Ex. D4W1/5 and a Public Notice dated 07.01.2003, Ex. D4W1/6 in the Newspaper in regard to the annulment of the Relinquishment Deed. The Defendant No. 4 thus deposed that because the Relinquishment Deed was revoked, the Defendant No. 1



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had no right or title to sell the Property by virtue of the two Sale Deeds, which were also liable to be declared null and void.

68. While the Defendant No.4 Radha Chaddha had set up a claim of cancellation of GPA and Relinquishment Deed, as stated by her in her Affidavit of Evidence, but the record reflects that though the Affidavit of Evidence was filed and there was some proxy counsel who had been appearing on her behalf throughout the trial, but she herself never stepped into the witness box to prove these documents of cancellation, Public Notice or Publication in newspaper in regard to the annulment of Relinquishment Deed.

69. Pertinently, her *Counter-claim No.CC 209/08*, which had been separately registered, also got dismissed on account of want of evidence. In this case as well, no evidence whatsoever has been led by her in support of her assertions and, therefore, the defence taken by her has not been proved.

70. The conclusions reached by the learned ADJ are based on correct appreciation of evidence, which do not suffer from any illegality, perversity or infirmity, warranting interference in Appeal.

71. The Plaintiff/Appellant has failed to establish that the Relinquishment Deed dated 24.04.2003 was invalid or that the Sale Deeds dated 23.10.2007 executed by Respondent No.1 in favour of Respondent Nos.5 to 8 were sham, collusive or unsupported by consideration. The findings recorded by the learned Additional District Judge are based on proper appreciation of the evidence and call for no interference.

Conclusion:



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72. In view of the aforesaid discussion, this Court finds no infirmity in the Judgment and Decree dated 09.09.2019 passed by the learned Additional District Judge-03, Rohini Court, Delhi.

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

(NEENA BANSAL KRISHNA)
JUDGE

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