

IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment Reserved On: 21.07.2016
Judgment Pronounced On: 30.09.2016

RFA 344/2014

GYAN CHAND VERMA

..... Appellant
Through: Mr. Saroj Kumar Thakur,
Advocate

versus

VEENA RANI

..... Respondent
Through: None

CORAM:
HON'BLE MR JUSTICE SIDDHARTH MRIDUL

J U D G M E N T

SIDDHARTH MRIDUL, J (ORAL)

1. The present appeal assails the judgment and decree dated 26.03.2014, passed by the Court of Ld. Additional District Judge (North-East)-01, Karkardooma Courts, Delhi, whereby Suit No. 38/2008 titled as '*Gyan Chand Verma v. Veena Rani*', for declaration and permanent injunction, filed by the appellant (Plaintiff therein), has been partly decreed in favour of the appellant to the limited extent that the respondent has been restrained from dispossessing the appellant from property bearing No. D-1/37 built on plot measuring 67, out of Khasra No. 21, situated at village Mandoli in the abadi

of Gali No. 27, Harsh Vihar, Shahdara, Delhi (hereinafter referred to as the 'property in question'), without adopting due process of law. The other reliefs sought in the suit, being declaration qua the property in question and permanent injunction against the respondent, were not granted vide the judgment and decree dated 26.03.2014, impugned herein.

2. Briefly stated, the facts of the case are that the appellant is the father-in-law of the respondent and it is alleged in the former's plaint that he is the owner of, and in possession of the property in question, transfer of which property, in favour of the respondent, has been assailed by the appellant in the present appeal.

3. The averments made by the appellant in his plaint and facts alleged by him while tendering evidence by way of an affidavit (Ex. PW-1/1) can be summarised as hereinunder:

- i. The appellant bought a property at Ashok Nagar, Delhi, out of his earnings while he was working as a goldsmith, which was subsequently sold and the property in question was purchased, from one, Smt. Omwati on 25.01.1993, originally measuring 100 sq. yards.

- ii. Out of the property in question, the appellant sold 25 sq. yards of the same, to his son, Sh. A.K. Verma, after receiving consideration from the latter.
- iii. The appellant raised construction on the said plot (remaining 75 sq. yards) from his own funds and thereafter his other sons started pressurising him to transfer the property in question in their names.
- iv. The respondent, being the wife of the other son of the appellant, namely Sh. Pramod Kumar (DW-2), pressurised the appellant to execute a General Power of Attorney dated 22.11.2006 (Ex.PW-1/A) in her favour which was registered in the office of Sub-Registrar, Nand Nagri, Delhi. The former also got executed on 22.11.2006, certain documents of transfer of the property in question in her favour, forcibly.
- v. The appellant was living in the property in question alongwith his wife and daughter at the time of execution of the said GPA dated 22.11.2006 (Ex.PW-1/A) and continued to reside at the property in question after the execution of the said GPA and other documents of transfer of the property in question.

- vi. The sale consideration was not paid as per the market value of the property in question which was stated to be Rs.15,00,000/- at the time of the execution of the said GPA dated 22.11.2006 (Ex.PW-1/A), and that the respondent alongwith her associate, one Mr. Rakesh Kumar, threatened the appellant with dire consequences if the latter demanded the consideration amount from the former.
- vii. The appellant had borrowed Rs. 5,00,000/- from his friend and was not being able to repay the same, since the respondent had not paid to him the consideration amount, and the former suffered mental and physical problems on this account.
- viii. The respondent alongwith her associates entered the property in question on various occasions and tried to dispossess the appellant and his family from the property in question and threatened the appellant with dire consequences if the property in question was not vacated. The matter was reported to the police authorities but no action was taken on the same.
- ix. A complaint dated 13.06.2008 (Ex. PW-1/D) was made to the police authorities, alleging that the respondent had got executed the GPA dated 22.11.2006 (Ex.PW-1/A) by the appellant in her favour and

threatened to dispossess him from the property in question, but no action was taken regarding the same by the police authorities.

- x. A legal notice dated 08.11.2008 (Ex. PW-1/C) was sent to the respondent which she did not receive, intentionally.

4. The averments made by the respondent, on merits, in her written statement and facts alleged while tendering evidence by way of an affidavit (Ex. DW-1/A) are summarized hereinunder:

- i. The appellant had sold a part of the property in question to the his one son upon receiving consideration and that subsequently, he sold the entire remaining property in question to the respondent vide an irrevocable General Power of Attorney dated 22.11.2006 (Ex. DW-1/1) in the presence of two witnesses, namely, Sh. Rakesh Kumar (DW-3) and Sh. Anil Kumar. The former also executed other documents of title such as agreement to sell (Ex. DW-1/2), possession letter (Ex. DW-1/3), receipt (Ex. DW-1/4) and affidavit (EX. DW-1/5), all dated 22.11.2006 (hereinafter referred to as "said documents of title") in favour of the latter, which were duly notarised with the Notary Public on 22.11.2009.

- ii. After the purchase of the property in question, the respondent permitted the appellant to reside, as a license holder, in one room of the ground floor of the property in question alongwith his wife and daughter, till they could purchase some other property. She was in possession of the remaining portion of the property in question.
- iii. After receiving sale consideration from the respondent, the appellant purchased another property measuring 46 sq. yards in Faridabad, District Palwal, Haryana.
- iv. When asked to vacate the property in question, the appellant harassed the respondent and her family members.
- v. It had been denied by the respondent that she was liable to pay Rs.15,00,000/- being the market value of the property in question to the appellant. It had been claimed that she purchased the property in question against valuable consideration which stood paid to the appellant and it was only thereafter that the latter executed the said documents of transfer of property in favour of the former.

vi. It has been denied by the respondent that she harassed or coerced the appellant into executing the said documents of transfer of property in her favour.

5. On the pleadings of the parties, following issues had been framed by the Ld. Judge:

- "a) *Whether the plaintiff is entitled to decree for declaration as prayed for in prayer A of the suit? OPP*
- b) *Whether the plaintiff is entitled to decree for permanent injunction as prayed for in clause B of prayer in the suit? OPP*
- c) *Relief."*

6. The appellant had examined himself as PW-1 and deposed by way of affidavit (Ex. PW-1/1) and tendered in evidence the following documents:

- a) Irrevocable General Power of Attorney (Ex. PW-1/A).
- b) Postal Receipts (Ex. PW-1/B).
- c) Legal notice dated 08.11.2008 (Ex. PW-1/C).
- d) Complaint to the Commissioner of Police dated 13.06.2008 (Ex. PW-1/D).
- e) Copy of complaint to Commissioner of Police received by DCP office (Ex. PW-1/E).

- f) Complaint to the Commissioner of Police received in Police Post Harsh Vihar (Ex. PW-1/F).
- g) Site Plan of the property in question (Ex.PW-1/G).

7. The respondent had examined herself as DW-1 and deposed by way of affidavit (Ex. DW-1/1) and tendered in evidence the following documents:

- a) Irrevocable General Power of Attorney dated 22.11.2006 (Ex. DW-1/1).
- b) Agreement to Sell dated 22.11.2006 (Ex. DW-1/2).
- c) Possession Letter dated 22.11.2006 (Ex. DW-1/3).
- d) Receipt dated 22.11.2006 (Ex. DW-1/4).
- e) Affidavit dated 22.11.2006 (Ex. DW-1/5).
- f) Copy of the sale deed of the property at Palwal, Faridabad, Haryana (Ex. DW-1/P1).

The respondent also examined Sh. Pramod Kumar (DW-2) and Sh. Rakesh Kumar Sharma (DW-3).

8. After hearing the parties on the issues so framed and appreciating the evidence brought on record, the Ld. ADJ came to the conclusion that the appellant is not entitled to the decree for declaration with respect to the property in question and is also not entitled to a decree of permanent injunction against the respondent and granted a limited relief to the

appellant, restraining the respondent from dispossessing the appellant from the property in question without following the due process of law.

9. Mr. Saroj Kumar Thakur, learned counsel appearing on behalf of the appellant would urge that there was no valid transfer of property that was effected as the GPA dated 22.11.2006 and the remaining documents of transfer of property were got executed under force, threat and coercion. To buttress this argument advanced on behalf of the appellant, the learned counsel would place reliance upon the complaint dated 13.06.08 addressed to the Police (Ex. PW-1/D) regarding the said execution of documents of title and transfer of property under coercion and force and that the said complaint dated 13.06.08 (Ex. PW-1/D) was made at the instance of the appellant immediately thereafter. It would be further urged on behalf of the appellant that the said GPA dated 22.11.06 and other documents of title are forged and fabricated documents and ought not to have been accepted to have constituted a valid sale of the property in question. The third submission urged on behalf of the appellant would be that the transfer of property was not effected and the execution of the GPA and other documents of title would not constitute a valid sale as no consideration was paid to the appellant by the respondent, no negotiation or settlement took place with

regard to sale consideration and other terms and conditions between the parties, with respect to the property in question. Lastly, it would be urged on behalf of the appellant that the said GPA dated 22.11.2006 and other documents of title would not amount to a valid sale in terms of the decision of the Hon'ble Supreme Court in **Suraj Lamp and Industries Private Ltd. v. State of Haryana and Anr.** reported as **2012 (1) SCC 656**.

10. I have heard learned counsel for the appellant and perused the evidence brought on record. Since none enters appearance on behalf of the respondent, I, therefore, proceed to decide the present appeal *ex-parte*.

11. Coming to the first argument addressed on behalf of the appellant that the said GPA dated 22.11.2006 and other documents of title ought to be declared null and void in view of the circumstance that the same were got executed by the appellant under coercion and force, the Ld. counsel appearing on behalf of the appellant has laid emphasis on the complaint dated 13.06.08 (Ex. PW-1/D) addressed to the Police authorities.

12. A plain reading of the cross examination of the appellant brings to light the fact that the appellant was neither aware as to who got prepared the said complaint dated 13.06.08 (Ex. PW-1/D), nor did he remember the

contents of the same, whether he himself visited the office of the Commissioner of Police or sent someone on his behalf.

13. Further, upon a perusal of the said complaint dated 13.06.2008 (Ex. PW-1/D), it is revealed that the same was addressed to the police authorities approximately two years after the execution of the GPA dated 22.11.2006 and the other documents of title, which contradicts the asseveration on behalf of the appellant, that the complaint was addressed to the police authorities immediately after the execution of the documents which was allegedly got done under coercion and force.

14. Be that as it may, nothing has been brought on record on behalf of the appellant to support his contention that the said GPA dated 22.11.06 and the other documents of title were got executed by him in favour of the respondent under coercion and force. Reliance upon the complaint dated 13.06.08 (Ex. PW-1/D) is wholly misplaced to support the argument advanced on behalf of the appellant.

15. The said GPA dated 22.11.06 and other documents of title were executed in the presence of the two attesting witnesses, one of them, Sh. Rakesh Kumar Sharma (DW-3) was examined as a defence witness and he deposed on the factum of execution of the said GPA dated 22.11.06 and

other documents of title, all dated 22.11.06, in favour of the respondent by the appellant, before the Sub-Registrar, Nand Nagri, Delhi. Sh. Rakesh Kumar Sharma (DW-3) further deposed in his cross examination that a sum of Rs.75,000/- (Rupees Seventy Five Thousand) was paid to the appellant in the former's presence.

16. A perusal of the impugned judgment dated 26.03.2014 reveals that after the cross examination of the appellant was conducted, he had sought opportunity to lead further evidence, whereas, despite having been granted various opportunities to lead evidence by the Ld. ADJ, the former failed to do so and eventually, his right to lead further evidence was closed. It is relevant to note that, before this Court as well, no evidence was brought to the attention of this Court in support of the contention raised on behalf of the appellant in support of the argument that the GPA dated 22.11.06 and other documents of title were got executed under force and coercion.

17. In view of the foregoing discussion and since no positive evidence has been brought on record in support of the submission made on behalf of the appellant, therefore, in view of the foregoing discussion, the first submission made on behalf of the appellant cannot be accepted.

18. It has been further urged on behalf of the appellant that the said GPA dated 22.11.06 and other documents of title are forged and fabricated documents and ought not to have been accepted to have constituted a valid sale of the property in question.

19. The GPA dated 22.11.06 is a registered document being executed before the Sub-Registrar, Nand Nagri, Delhi. The remaining documents of transfer of title [being agreement to sell (Ex. DW-1/2), possession letter (Ex.DW-1/3), receipt (Ex. DW-1/4) and affidavit (EX. DW-1/5), all dated 22.11.2006] were also executed in the office of Sub-Registrar, Nand Nagri, Delhi and were also notarised by the Notary Public on 22.11.09. The veracity of the same cannot be called into question on behalf of the appellant by making bald assertions without leading any positive evidence to support his contentions in keeping with the provisions under section 114 read with the illustration (e) to the provisions under section 114 of the Indian Evidence Act, 1872. A statutory presumption by reference to section 114 [illustration (e)] of the Indian Evidence Act, 1872, shall arise to the effect that events contained in the endorsements of registration, were regularly and duly performed and are correctly recorded. [*Ref: Bhagat Ram v. Suresh*, reported as **(2003) 12 SCC 35**]

20. The said provisions are reproduced hereinbelow:

“Indian Evidence Act, 1872, section 114.

114. Court may presume existence of certain facts. —The Court may presume the existence of any fact which it thinks likely to have happened, regard being had to the common course of natural events, human conduct and public and private business, in their relation to the facts of the particular case.

Illustrations

The Court may presume—

(e) That judicial and official acts have been regularly performed;

But the Court shall also have regard to such facts as the following, in considering whether such maxims do or do not apply to the particular case before it:—

As to illustration (e)—A judicial act, the regularity of which is in question, was performed under exceptional circumstances;

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21. In this regard, the Ld ADJ made the following observations, which this Court, invariably, is in agreement with. The relevant paragraphs of the impugned judgment dated 26.03.14 are reproduced hereinbelow:

"24. In para 4 of the plaint, the plaintiff has himself pleaded that he executed a registered General Power of Attorney Ex DW-1/1 in favour of the defendant. In his cross examination, the plaintiff admitted that on 22.11.2006, he also executed agreement to sell, possession letter, receipt and affidavit in favour of the defendant. These documents are Ex. DW-2/2 to Ex. DW-2/5 respectively. There is therefore no dispute

regarding execution of these documents by the plaintiff in favour of the defendant.

25. Ex.DW-1/1 is the registered Irrevocable General Power of Attorney. Page 4 of this document Ex.DW1/1 recites that in consideration of Rs.75,000/- in full and final settlement, the plaintiff executed the same in favour of the defendant. Agreement to sell also recites payment of Rs.75,000/- having been made by the defendant to the plaintiff in consideration of execution of the same. Ex.DW-1/1 is a registered document. Section 114 read with illustration (e) of the Indian Evidence Act provides that the Court may presume that official acts have been regularly performed. the said document were executed before the Sub Registrar by the plaintiff. The same recites payment of Rs.75,000/- by the defendant as consideration. Presumption therefore arises that the payment of Rs.75,000/- was made by the defendant to the plaintiff as consideration for execution of the said document. Although in his cross examination, the plaintiff deposed that he was not paid any amount by the defendant including Rs.75,000/-, but this is not the case set up by the plaintiff in his plaint. He has come to the Court averring that the sale consideration was Rs.15,00,000/- and the same was not paid by him."

22. The third submission on behalf of the appellant challenges the validity of the transfer of property in question in view of the alleged circumstance that no consideration was paid. It has been canvassed on behalf of the appellant, before this Court as well as before the Court of the Ld. ADJ on a specific query therein, that it is the case of the appellant that consideration to the tune of Rs.15,00,000 (Rupees Fifteen Lacs) being the alleged market

value of the property in question was not paid to the appellant by the respondent.

23. It has been canvassed on behalf of the appellant that since no negotiation took place between the parties, prior to the execution of the said GPA dated 22.11.06 and other documents of title, therefore inference can be drawn to the effect that no sale consideration was paid to the appellant. This argument is wholly fallacious and does not hold water in view of the recital of the terms of GPA dated 22.11.06 (Ex.PW-1/A), which clearly shows that Rs.75,000/- (Rupees Seventy Five Thousand) as full and final settlement as sale consideration already stood received by the appellant and in terms of the Proviso (1) to section 92 of the Indian Evidence Act, 1872. The provisions are reproduced hereinbelow:

"Indian Evidence Act, 1872, Section 92.

92. Exclusion of evidence of oral agreement.—

When the terms of any such contract, grant or other disposition of property, or any matter required by law to be reduced to the form of a document, have been proved according to the last section, no evidence of any oral agreement or statement shall be admitted, as between the parties to any such instrument or their representatives in interest, for the purpose of contradicting, varying, adding to, or subtracting from, its terms:

Proviso (1).— Any fact may be proved which would invalidate any document, or which would entitle any person to any decree or order relating thereto; such as fraud, intimidation, illegality, want of due

execution, want of capacity in any contracting party, want or failure of consideration, or mistake in fact or law:

**** "

24. A plain reading of the Proviso (1) to section 92 of the Indian Evidence Act, 1872, makes it sufficiently clear that no evidence of any oral agreement or statement shall be admitted once the terms of a contract, grant or other disposition of property, reduced in writing stand proved as per section 91 of the Indian Evidence Act, 1872, whereas, any fact such as want or failure of consideration, may be proved which would invalidate any document or which would entitle any person to any decree or order relating thereto.

25. It is a settled position of law that if a man acknowledges that he has received the whole of the amount of consideration from the person to whom he transfers the property, he voluntarily arms the purchaser with the means of dealing with the estate as the absolute legal right and equitable owner, free from any encumbrance or adverse equity, and he can only be heard to say that he has not received such consideration amount upon his leading evidence to this effect. The provisions under section 92 of the Indian Evidence Act, 1872 are based on “best-evidence rule”. It would be inconvenient that matters in writing made by advice and on consideration, and which finally import the certain truth of the agreement of parties should

be controlled by averment of the parties to be proved by the uncertain testimony of slippery memory. The grounds of exclusion of extrinsic evidence are, one, to admit inferior evidence when law requires superior would amount to nullifying the law, and two, when parties have deliberately put their agreement into writing, it is conclusively presumed, between themselves and their privies, that they intended the writing to form a full and final statement of their intentions, and one which should be placed beyond the reach of future controversy, bad faith and treacherous memory. (*Ref: Roop Kumar v. Mohan Thedani* reported as (2003) 6 SCC 595)

26. In the present case, the appellant has only made bald asseverations to submit that the said GPA dated 22.11.06 was executed without payment of consideration to the tune of Rs.15,00,000/- (Rupees Fifteen Lacs), being the alleged market value of the property at the relevant time i.e. the year 2006. The appellant has failed to show, as to what the actual market value of the property in question stood in the year 2006.

27. It has been borne out from the testimony of the respondent that after the execution of the said GPA dated 22.11.06 and other documents of title, the appellant had purchased an immovable property at Palwal District, Haryana. With respect to the same, in his cross examination, the appellant

had identified his signatures on the sale deed of the property at Palwal district, Haryana, at the point where the signatures of the purchaser are obtained, admitted that the documents with respect to the said property at Palwal, Haryana were executed in his favour but denied having purchased the said property. Be that as it may, there is sufficient evidence on record to establish that the sale consideration amount of Rs.75,000/- (Rupees Seventy Five Thousand) was paid to the appellant by the respondent for the execution of the said GPA dated 22.11.06.

28. A perusal of the testimonies of the respondent, Sh. Pramod Kumar (DW-2) and of Sh. Rakesh Kumar (DW-3), brings to light the fact that Rs.75,000/- (Rupees Seventy Five Thousand) was, in fact, paid to the appellant as full and final payment for the transfer of property in question, as sale consideration. The statements of the respondent and the defence witnesses have remained unshattered even during cross. The appellant has failed to bring on record any evidence to buttress his asseveration that no consideration to the tune of Rs.15,00,000/- (Rupees Fifteen Lacs) was paid to him.

29. Normally, ownership and title to the property will pass to the purchaser on registration of the sale deed with effect from the date of

execution of the sale deed. But this is not an invariable rule, as the true test of passing of property is the intention of parties. Registration is prima facie proof of an intention to transfer the property, though not being proof of an operative transfer if payment of consideration is a condition precedent for passing of the property. [*Ref: Kaliaperumal v. Rajagopal*, reported as (2009) 4 SCC 193] In the present case, a perusal of the said GPA dated 22.11.06 and other documents of title indicate that consideration already stood paid and the receipt of consideration had been stated as a fact in the recital of the terms of the said documents executed and registered before the Sub-Registrar, Nand Nagri, Delhi. There is nothing on the record apart from unsupported contentions on behalf of the appellant that the intention of the appellant was contrary to the terms of the said documents of title and transfer of property and that the said factum of receipt of consideration was in fact, incorrectly recorded.

30. A mere assertion has been made on behalf of the appellant that he was promised a sale consideration to the tune of Rs. 15,00,000/- (Rupees Fifteen Lacs) being the market value of the property at the relevant time i.e. the year 2006, and that the same stood unpaid to him, whereas, there is nothing on record in support of the same. Upon a conjoint reading of the defence

evidence and in view of the settled legal position with regard to the provisions of Proviso (1) to section 92 of the Indian Evidence Act, 1872, as discussed hereinabove, this submission urged on behalf of the appellant, ought to be rejected.

31. Coming now to the last submission made on behalf of the appellant that in view of the decision in *Suraj Lamp (supra)* the said GPA dated 22.11.06 and other documents of title cannot be regarded as valid and ought to be declared null and void, is incorrect keeping in view the established position of law. It is the contention raised on behalf of the appellant that there cannot be a sale by execution of a power of attorney nor can there be a transfer by execution of an agreement of sale and a power of attorney, therefore the same do not convey any title nor create any interest in the property in question, in favour of the respondent.

32. The Hon'ble Supreme Court in its decision in *Maya Devi v. Lalta Prasad* reported as (2015) 5 SCC 588 makes it amply clear that the decision in *Suraj Lamp (supra)* is prospective in application. The relevant paragraphs of the report are extracted hereinbelow:

“38. What has also escaped the attention of the executing court is that Suraj Lamp [Suraj Lamp and Industries (P) Ltd. v. State of Haryana, (2009) 7 SCC 363 : (2009) 3 SCC (Civ) 126] has prospective operation, thereby rendering it inapplicable to the subject

2006 transaction. Secondly, if the general power of attorney executed in favour of the appellant Smt Maya Devi was bereft of legal efficacy, the ownership of Smt Nirmal Verma would also be invalid, and sequentially the property would have no connection whatsoever with the judgment-debtor since he had purportedly derived title only through a will.”

(Emphasis supplied.)

33. The judgment in *Suraj Lamp* (*supra*) was delivered on 11.10.2011 and the date of execution of the documents of transfer of property in the present case is 22.11.2006. Therefore, in view of the dictum of the Hon’ble Supreme Court in *Maya Devi’s* case (*supra*), the documents of transfer of property i.e. GPA dated 22.11.06, agreement to sell (Ex. DW-1/2), possession letter (Ex.DW-1/3), receipt (Ex. DW-1/4) and affidavit (EX. DW-1/5), all dated 22.11.2006, in the present case constitute a valid transfer of immovable property and effect a valid sale, complete with a sale consideration of Rs.75,000/- (Rupees Seventy Five Thousand), thereby creating rights as to ownership, title, possession and interest with respect to the property in question, in favour of the respondent.

34. Trite to state that the observations made by the Hon’ble Supreme Court in *Suraj Lamp* (*supra*) have not been intended to in any way affect the validity of sale agreements and powers of attorney executed in genuine

transactions. The relevant paragraphs of the report are extracted hereinbelow:

“27. We make it clear that our observations are not intended to in any way affect the validity of sale agreements and powers of attorney executed in genuine transactions. For example, a person may give a power of attorney to his spouse, son, daughter, brother, sister or a relative to manage his affairs or to execute a deed of conveyance. A person may enter into a development agreement with a land developer or builder for developing the land either by forming plots or by constructing apartment buildings and in that behalf execute an agreement of sale and grant a power of attorney empowering the developer to execute agreements of sale or conveyances in regard to individual plots of land or undivided shares in the land relating to apartments in favour of prospective purchasers. In several States, the execution of such development agreements and powers of attorney are already regulated by law and subjected to specific stamp duty. Our observations regarding “SA/GPA/will transactions” are not intended to apply to such bona fide/genuine transactions.”

(Emphasis supplied.)

35. Trite to state that it is a general rule that wherever written instruments are appointed, either by the requirement of law, or by the contract of the parties, to be the repositories and memorials of truth, any other evidence is excluded from being used either as a substitute for such instruments, or to contradict or alter them. This is a matter both of principle and policy. It is of principle because such instruments are in their own nature and origin,

entitled to a much higher degree of credit than parol evidence. It is of policy because it would be attended with great mischief if those instruments, upon which men's rights depended, were liable to be impeached by loose collateral evidence. [*Ref: Roop Kumar v. Mohan Thedani (supra)*]

36. In the present case, as is observed from the discussion hereinabove, nothing has been borne out from the record on behalf of the appellant to establish the refutation of payment and receipt of consideration to the tune of Rs.15,00,000/- (Rupees Fifteen Lacs) for the transfer of property and to successfully assail the veracity and validity of the said GPA dated 22.11.06 and other documents of title.

37. In view of the foregoing discussion, I find no reason to differ with the judgment passed by the Ld. ADJ. The present appeal is devoid of any merit and is accordingly dismissed.

38. Trial court record be sent back.

SIDDHARTH MRIDUL, J

SEPTEMBER 30, 2016

dn/sb