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

+ CS(OS) 686/2017

C.S. SARAF & ORS

..... Plaintiff

Through Mr.Dinesh Garg, Adv. with
Ms.Rachna Agrawal, Adv. with Mr.Ajay Sharma,
Authorised Representative

versus

GAGAN CHADHA

..... Defendant

Through Ms.Vandana Bhatnagar, Adv. with
Sh.Gagan Chadha/defendant-in-person.

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

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18.07.2018

1. This suit is filed by the plaintiffs seeking a decree of declaration declaring the sale deed dated 20.02.2015 registered as Document No. 830 in Book No.1, Vol. No. 951 on Pages 139 to 155 on 20.02.2015 before the Sub-Registrar-V A, Hauz Khas, New Delhi in respect of the entire Second Floor, 1/4th portion of the entire stilt area with rights of parking two cars therein, (after excluding the space for four utilities with common W.C.), alongwith 22.5% undivided, indivisible and impartible ownership rights in the said plot of land measuring 272-1/5 sq.yds. bearing No. D-55A, situated at Hauz Khas, New Delhi. A decree of mandatory injunction is also sought directing the defendants to deliver the original sale deed dated 20.02.2015.
2. Learned counsel for the plaintiffs has submitted that on 20.02.2015,

plaintiffs executed a sale deed dated in respect of the second floor i.e. the builder's share in favour of the defendant. The defendant issued three cheques for the sale consideration i.e. Rs.1,54,44,000/- after deducting TDS of Rs.1,56,000/-. The cheques were later on taken back by the defendant to replace the same with pay orders. Ultimately neither the pay orders were given nor the TDS was deposited. The defendant also has given the possession of the property back to the plaintiff with the clear oral agreement that the sale deed dated 20.02.2015 stands cancelled. However, the delivery of the original sale deed by the defendant remained pending.

3. Before the Joint Registrar no written statement was filed by the defendant despite service of summons. None even appeared for the defendant. Hence, the matter has been placed before this court.

4. Learned counsel for the plaintiffs points out that the defendant has now filed his written statement where he has admitted the averments made in the plaint. He has also now handed over the original sale deed dated 20.02.2015 to Mr. Ajay Sharma, the authorised representative of the plaintiffs.

5. Learned counsel for the defendant submits that she has no objection in case the sale deed dated 20.02.2015 is cancelled.

6. Clearly, no consideration has been paid. The parties agree that the transaction is non-est. Hence a decree of declaration is passed in favour of the plaintiffs and against the defendant declaring the said sale deed dated 20.02.2015 as noted above as null and void and non-operative.

7. A copy of this order be sent to the office of the Sub-Registrar, V-A, Hauz Khas, New Delhi. The Sub-Registrar may send intimation about the cancellation of the sale deed.

8. The suit stands disposed of.

JULY 18, 2018
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JAYANT NATH, J