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

+ **W.P.(C) 17212/2022 & CM 54725/2022**

SHRI SHAIK ZIAUL HAKIM

..... Petitioner

Through: Mr Hemant Singh, Mr Anup Kumar
Dass, Ms Ruchika Sharma, Ms Seema
Singh, Advocates.

versus

DELHI DEVELOPMENT AUTHORITY

..... Respondent

Through: Mr Sanjay Katyal, Standing Counsel
for DDA with Ms Chand Chopra and
Mr Nihal Singh, Advocates.

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Reserved on: 27th January, 2023
Date of Decision: 23rd February, 2023

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J:

1. The present writ petition has been filed by the Petitioner seeking a direction to the Respondent, Delhi Development Authority ('DDA') to restrain from taking any adverse action of demolition with respect to the property bearing DDA Plot No. B-60, Vivek Vihar, Phase-2, Delhi ('subject property' or 'Plot'), admeasuring 201.17 sq. yards i.e., 168.17 sq. meters.

Arguments of the Petitioner

2. The learned counsel for the Petitioner states that the Petitioner has purchased the subject property *vide* Sale Deed executed on 29.04.2022 for a consideration of Rs. 2,00,00,000/- (Rs. Two Crores) from five persons namely, (i) Amar Kant Gupta, (ii) Surjeet Kumar, (iii) Rajeshwar, (iv) Shyam Bir Singh and (v) Alka Sihag.

2.1. He states that the Petitioner has availed a housing loan from HDFC Bank to the tune of Rs. 2,50,00,000/-. To make payment of the aforesaid sale consideration to the Vendees and the Petitioner is paying monthly installments of Rs. 1,89,349/- to the said bank towards repayment of the said loan.

2.2. He clarifies that Mr. Amar Kant Gupta acquired 50% share in the property from Mr. Saurav Singh Raghav by virtue of a Sale Deed dated 25.10.2021. He states that the remaining four Vendees and Mr. Saurav Singh Raghav jointly acquired their title to the subject property by virtue of Sale Deed dated 31.07.2021.

2.3. He relies upon the Sale Deed dated 31.07.2021 executed in favour of (i) Mr. Saurav Singh Raghav, (ii) Surjeet Kumar, (iii) Rajeshwar, (iv) Shyam Bir Singh and (v) Alka Sihag ('Vendees') by one Mr. Mohan Kumar ('original Vendor') on the basis of a Conveyance Deed executed by DDA on 01.02.2021.

2.4. He states that the subject property is constructed as a three storey building, wherein the Petitioner resides on the upper ground floor with his family and the tenants are residing on the first and third floors.

2.5. He states that the Petitioner observed on 14.12.2022 that an individual was clicking photographs of the building and on enquiry, the said individual clarified that he is an employee of the Respondent, DDA and there is an order issued for demolition of the subject property for 19.12.2022. He states that the Petitioner has not been served with any show cause notice of demolition by the Respondent, DDA and he has no knowledge regarding the reasons for the said proposed action.

3. Issue notice. Mr. Sanjay Katyal, learned standing counsel for the Respondent, DDA accepts notice.

Arguments of the Respondent

4. The learned counsel for the Respondent, DDA has placed on record a short affidavit dated 17.12.2022.

4.1. He states that the Petitioner's claim is fraudulent and the subject property has been transacted by the Petitioner, the Vendees (including Saurav Singh Raghav) and the original Vendor on the basis of forged documents.

4.2. He states that the purported Conveyance Deed dated 01.02.2021 referred in the Petitioner's Sale Deed dated 29.04.2022 is a forged document. He states that DDA has not executed any Conveyance Deed in favour of the original Vendor. He states that in fact, the subject property has never been allotted to any person till date. He states that DDA has never executed either a lease deed or a Conveyance Deed pertaining to the subject property and the same belongs to the Respondent, DDA alone.

4.3. He states that the signature of the Lease Administrative Officer ('LAO') on the Conveyance Deed dated 01.02.2021 is forged and even the file number mentioned on the said Conveyance Deed is fictitious and not found as per the records of DDA.

4.4. He states that DDA being the absolute owner of the Plot has auctioned the said Plot on 15.11.2022 for a highest bid of Rs. 7,55,23,632.

4.5. He states that the Petitioner has disclosed a purchase price of Rs. 2,00,00,000/- in his Sale Deed dated 29.04.2022. He states that the subject property has been undervalued and multiple sale deeds have been executed

only with the intention to create third party rights to fraudulently defeat the claims of DDA over the subject property.

4.6. He further states that Respondent DDA after learning about construction activities on the Plot, immediately issued notice(s) (all dated 17.02.2022) to the concerned Station House Officer (SHO) of Vivek Vihar, to the original Vendor Mr. Mohan Kumar, as well as to the Vendees of the Sale Deed dated 31.07.2021, to immediately stop construction activities on the Plot.

4.7. He states the Vendees were also directed to appear at the office of DDA on 07.03.2022, failing which they were made aware that F.I.R. will be registered for trespassing in government property, i.e., the subject property. He states the Vendees were duly informed by DDA that the Conveyance Deed relied upon by them is forged.

4.8. He states that the Vendees responded to the notice(s) dated 17.02.2022 *vide* a common reply letter dated 07.03.2022 and relied upon the Conveyance Deed dated 01.02.2021.

4.9. He states that DDA upon learning about the forged Conveyance Deed dated 01.02.2021, registered on 16.04.2021, issued a letter to the Sub-Registrar VII, New Delhi District, on 25.02.2022 calling upon it to explain on what basis the said Conveyance Deed came to be registered by its office, without any verification from the office of the DDA as per established practice.

4.10. He states that DDA has also lodged a complaint dated 17.03.2022 to the SHO, P.S. Kotla Mubarakpur, Delhi, requesting it to register F.I.R. against the said Sub-Registrar VII along with original Vendor Mr. Mohan

Kumar, for conniving in registering a Conveyance Deed, which was never executed or issued by DDA.

4.11. He states that in light of the fraud that came to light, DDA *vide* letter dated 06.04.2022 directed the Executive Engineer (EMD-4), DDA to demolish the illegal construction on the Plot and thereafter put a board mentioning that the Plot belongs to the DDA.

4.12. He states that the Vendees had due notice of the assertion of DDA that the Conveyance Deed dated 01.02.2021 is forged, the fraud played by original Vendor Mr. Mohan Kumar. He states that it is apparent from record that the said Vendees resolved to dispose of the subject property as soon as DDA informed them about the forgery of the Conveyance Deed; and consequently, they executed the Sale Deed dated 29.04.2022 in favour of the Petitioner at a sale price, which is far below the market value of the Plot.

4.13. He states a perusal of the documents filed on record shows that after the registration of the forged Conveyance Deed dated 01.02.2021, on 16.04.2021, in favour of the original Vendor, the subject property was transacted thrice on 31.07.2021, 25.10.2021 and lastly on 29.04.2022. He states that the sale of the subject property multiple times within a period of 12 months is contrary to normal course of affairs and evidences that the parties involved were aware that the fundamental document, i.e., the Conveyance Deed dated 01.02.2021 is a forged document. He states that record evidences that there has been an endeavor to sell the subject property multiple times so as to create third party interests and raise a bogus plea of equity and hardship, to the prejudice of the Respondent herein.

4.14. He states that the Respondent has also issued letters to Bombay Suburban Electric Supply ('BSES') and Delhi Jal Board requesting them to

disconnect the electricity and water connection respectively, since the Conveyance Deed dated 01.02.2021 relied upon by the Petitioner is forged.

4.15. He states that the Respondent had previously fixed demolition drive against the subject property twice, i.e., on 26.07.2022 and 22.08.2022 but due to unavailability of the police force, the demolition could not be carried out. He states that the demolition drive is now scheduled for 19.12.2022 and request for police assistance was made to the concerned SHO on 14.12.2022.

4.16. He states that the aforesaid paper trail of notices to original Vendor, Vendees and statutory authorities between 17.02.2022 to 14.12.2022 shows that the cause giving rise to the action of demolition proposed by the DDA on 19.12.2022 was always to the knowledge of the Vendees and the Petitioner herein. He states that the Petitioner has dealt in the subject property despite notice and is therefore not a bona fide purchaser.

4.17. He states that the Petitioner is a party to the fraudulent actions of the Vendees with respect to the subject property. He states that the non-joining of the Vendees by the Petitioner in the present petition is significant and shows that the Petitioner has full knowledge of the inquiry initiated by Respondent on 17.02.2022, with respect to forgery of the Conveyance Deed dated 01.02.2021.

4.18. He states that the demolition is scheduled for 19.12.2022, and any stay granted by this Court would cause grave prejudice to DDA. He states that since the fundamental document i.e., the Conveyance Deed dated 01.02.2021 is forged and fabricated, no rights can be claimed by the Petitioner against DDA. He states that the claims, if any, of the Petitioner

may be against the Vendees and not against DDA. He therefore prays that the present petition be dismissed with exemplary costs.

Rejoinder arguments of the Petitioner

5. In rejoinder, learned counsel for the Petitioner relies upon 'Short Synopsis' and copies of chain of title documents filed on 19.12.2022 followed by a short affidavit dated 11.01.2023 reiterating the submissions made in 'Short Synopsis' and affirming the veracity of the said title documents leading to the Conveyance Deed dated 01.02.2021. The chain of title documents relied upon by the Petitioner are set out in the short affidavit as follows:

"6. I herein state the chain of documents with respect to the sale proceedings of the aforesaid property

S.NO.	Chain of documents with respect to the Sale Proceedings of the aforesaid property	Custody of the document
1	Copy of the Auction letter of plot no. 60, Block No. B in the Jhilmil, Phase-II	Not available with the Petitioner
2	Copy of the Possession Letter of Plot No. 60, Block B in Jhilmil, Phase-II dated 05/10/1982	HDFC Bank Faridabad
3	Copy of the Certificate of Possession of Plot No. 60, Blck-B in Jhilmil, Phase II dated 18/10/1982	HDFC Bank Faridabad
4	Copy of the Perpetual Lease deed in favour of Shri Ashok Kumar dated 05/07/1984	HDFC Bank Faridabad
5	Copy of the General Power of Attorney executed dated 11/06/2003 executed by Sh. Ashok Kumar in favour of Sh. Mohan	HDFC Bank Faridabad
6	Copy of Will Deed dated 11/06/2003 executed by Sh. Ashok Kumar in favour of Sh. Mohan	HDFC Bank Faridabad
7	Copy of the Possession Letter by Sh. Ashok Kumar in favour of Sh. Mohan dated 11/06/2003	HDFC Bank Faridabad
8	Copy of the Receipt of Full and Final Payment dated 11/06/2003 executed between Sh. Ashok	HDFC Bank Faridabad

	<i>Kumar and Sh. Mohan</i>	
9	<i>Copy of Agreement to Sell dated 11/06/2003 executed between Sh. Ashok Kumar and Sh. Mohan</i>	<i>HDFC Bank Faridabad</i>
10	<i>Copy of the Conveyance Deed dated 01/02/201 executed by Sh. Ashok Kumar in favour of Sh. Mohan</i>	<i>HDFC Bank Faridabad</i>
11	<i>Copy of the Sale Deed dated 31.07.2021 executed by Mohan Kumar (Vendor) in favour of Sh. Saurav Singh Raghav (50%), Sh. Surjeet Kumar (12.5%), Sh. Rajeshwar (12.5%), Sh. Shyam Bir Singh (12.5%) and Ms. Alka Sihag (12.5%) (Vendees)</i>	<i>HDFC Bank Faridabad</i>
12	<i>Copy of Sale Deed dated 25.10.2021 executed by Sh. Saurav Singh Raghav in favour of Mr. Amarkant Gupta (his 50% share)</i>	<i>HDFC Bank Faridabad</i>
13	<i>Copy of the Sale Deed dated 29/04/2022 executed by Sh. Amarkant Gupta (50%), Sh. Surjeet Kumar(12.5%), Sh. Rajeshwar (12.5%), Sh. Shyam Bir Singh (12.5%) and Ms. Alka Sihan (12.5%) in favour of the Petitioner</i>	<i>HDFC Bank Faridabad</i>

That the original documents are in the power and possession of HDFC Ltd., Faridabad taken by them at the time of sanction/grant of Loan."

5.1. He states that in view of the aforesaid chain of documents provided to the Petitioner, he reasonably believed that the Conveyance Deed 01.02.2021 is genuine and he had no inkling about the claims of the Respondent, DDA to the contrary. He states that the Petitioner herein is a bona fide purchaser of the subject property for consideration and without notice of the alleged fraud.

5.2. He also states that the Respondent, DDA has concealed the fact of E-auction initiated for the subject property *via* corrigendum dated 14.10.2022. He states that the Respondent DDA had fixed a reserve price for the subject property at Rs. 2,13,73,632 and therefore it has been wrongly contended that

the purchase price paid by the Petitioner as recorded in the Sale Deed dated 29.04.2022 is undervalued.

Sur-rejoinder arguments of Respondent, DDA

6. In reply to the said rejoinder affidavit, the Respondent DDA filed its Additional Affidavit on 10.01.2023 and a 'Short Note' on 20.01.2023 rebutting the averments made in the Petitioner's 'Short Synopsis' and categorically stating that the chain of title documents filed by the Petitioner, which are purportedly executed by Respondent DDA, is false and fabricated.

6.1 In order to demonstrate the forgery, Respondent filed similar documents i.e., lease deeds of other plots, executed at contemporaneous time to show that the signatures of the Lease Administration Officer (LAO) of DDA as they appear on the lease deed relied upon by the Petitioner do not match. In this regard, Respondent has relied upon the lease deed register as well.

6.2 This submission was also reiterated in respect of the signatures appearing on the disputed Conveyance Deed. The Respondent also annexed the statement of its concerned LAO, Mr. Dilshad Ahemad, with respect to the signatures purportedly appearing on the Conveyance Deed; he has categorically denied the said document and stated that the signatures as they appear on the Conveyance Deed are fake. It was reiterated by the Respondent DDA that the said Plot has 'never' been allotted to any person till date.

6.3 The Respondent DDA has duly dealt with the veracity of the chain of title documents in the Additional Affidavit dated 10.01.2023 as under:

"11. That in compliance with the orders of this Hon'ble Court, the Deponent sets out below, in a tabular form, its remarks on the documents filed by the Petitioner with his Short Affidavit.

S. No.	Details of documents filed by the Petitioner along with its Short Affidavit	Remarks
1.	Copy of the General Power of Attorney dated 11.06.2003 executed by Sh. Ashok Kumar in favour of Sh. Mohan. (pp. 7 to 8)	Denied (DDA not a party)
2.	Copy of the Will dated 11.06.2003 executed by Sh. Ashok Kumar in favour of Sh. Mohan. (pp. 9 to 10)	Denied (DDA not a party)
3.	Copy of the Possession Letter dated 11.06.2003 by Sh. Ashok Kumar in favour of Sh. Mohan (p. 11)	Denied (DDA not a party)
4.	Copy of the receipt of full and final payment dated 11.06.2003 executed between Sh. Ashok Kumar and Sh. Mohan (p. 12)	Denied (DDA not a party)
5.	Copy of the Agreement to Sell dated 11.06.2003 executed between Sh. Ashok Kumar and Sh. Mohan (pp. 13 to 22)	Denied (DDA not a party)
6.	Copy of the Perpetual Lease Deed purported to be in the name of Sh. Ashok Kumar dated 05.07.1984, allotment letter (undated) and possession letter dated 05.10.1982 (pp. 23 to 36)	Denied being false and fabricated
7.	Copy of the Conveyance Deed dated 01.02.2021 purported to have been executed in favour of Mr. Mohan Kumar (pp. 37 to 45)	Denied being false and fabricated
8.	Copy of the Sale Deed dated 31.07.2021 executed by Mohan Kumar (Vendor) in favour of Sh. Saurav Singh Raghav (50%), Sh. Surjeet Kumar (12.5%), Sh. Rajeshwar (12.5%), Sh. Shyam Bir Singh (12.5%) and Ms. Alka Sihag (12.5%) (Vendees) (pp. 46 to 62)	Denied (DDA not a party)
9.	Copy of the Sale Deed dated 25.10.2021 executed by Sh. Saurav Singh Raghav in favour of Mr. Amarkant Gupta (his 50% share) (pp. 63 to 78)	Denied (DDA not a party)

10.	Copy of the Sale Deed dated 29.04.2022 executed by Sh. Amarkant Gupta (50%), Sh. Surjeet Kumar (12.5%), Sh. Rajeshwar (12.5%), Sh. Shyam Bir Singh (12.5%) and Ms. Alka Sihag (12.5%) in favour of the Petitioner (pp. 79 to 98)	Denied (DDA not a party)
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In the circumstances mentioned above, the Writ Petition is misconceived, and is in perpetuation of a fraud played by Mr. Mohan Kumar in connivance with the office of the Sub-Registrar, VII, New Delhi District, and subsequent purchasers of the Plot, including the Petitioner. The same may be dismissed with exemplary costs."

6.3. Learned counsel for the Respondent DDA also states that the three of the Vendees are police officials i.e., (1) Sh. Rajeshwar (2) Ms. Alka Sihag and (3) Mr. Shyam Bir Singh. He states that the said officials have abused their official position to forge documents in connivance with the Original Vendor and perpetuate this fraud to usurp the subject property.

6.4. He further states that the Petitioner herein has suppressed from this Court in the petition that he has already sold the upper Ground Floor in the building to a third-party Mrs. Praveen Poonia on 29.08.2022. He states that the petition thus, also suffers from the vice of suppression.

Findings

7. This Court has considered the submissions of the learned counsel for the parties and perused the paper book.

8. There is no dispute between the parties that the subject property's title vests in DDA. The Petitioner relies upon the Conveyance Deed dated 01.02.2021, registered on 16.04.2021, purportedly executed by DDA in favour of original Vendor to trace his title.

9. The documents placed on record by the Respondent evidences that DDA had duly issued communication(s) and put each of the Vendees to

knowledge vide notice(s) dated 17.02.2022 that they are trespassing on a government property and directed them to stop construction on the subject property.

10. The Vendees responded to the said notice(s) dated 17.02.2022 by a common reply dated 07.03.2022. Thus, the Vendees were aware of the controversy and inquiry initiated by the Respondent against the subject property. However, despite notice the Vendees proceeded to execute the Sale Deed dated 29.04.2022 in favour of the Petitioner herein.

11. Pertinently, in the Sale Deed dated 29.04.2022, the Vendees have not disclosed to the Petitioner herein regarding the notice(s) dated 17.02.2022 issued by the Respondent DDA and the proceedings pending before DDA.

12. Significantly, in the Sale Deed dated 29.04.2022 the Vendees have represented to the Petitioner herein that the original Vendor, Mr. Mohan Kumar, became owner of the Plot by way of purchase from one Mr. Kailash Kumar s/o Mr. Thakur Das *vide* an agreement to sell and General Power of Attorney (GPA) both dated 11.06.2003 and then by virtue of the Conveyance Deed dated 01.02.2021. In contrast, in the reply dated 07.03.2022 filed before DDA, Vendees have asserted that the said Mohan Kumar was a GPA holder of Mr. Ashok Kumar s/o Mr. Pawan Kumar and there was no mention of any Mr. Kailash Kumar s/o Mr. Thakur Das.

12.1 The said recital in the Petitioner's Sale Deed dated 29.04.2022 with respect to tracing the title of original Vendor, Mr. Mohan Kumar is thus, inconsistent with the Conveyance Deed as well.

12.2 The existence of these inconsistencies, in the facts of this case, assumes significance. The Vendees, who were aware about the DDA's claim

with respect to the forgery of the Conveyance Deed dated 01.02.2021 appear to have misstated the recital in the Sale Deed dated 29.04.2022.

12.3 The said inconsistencies in tracing the title of the original Vendor, Mr. Mohan Kumar, in the Sale Deed also shows that the Petitioner herein has failed to carry out due diligence before entering into this transaction.

12.4 The aforesaid inconsistency was highlighted by Respondent DDA in its Short Counter Affidavit. In reply, the Petitioner has sought to explain the said inconsistency in the recital as a typographical error committed by the typist. The said explanation offered by the Petitioner cannot be accepted given the gravity of the allegations made in this case. In any event, considering that the Sale Deed is a registered document and the recital tracing the title of the original vendor is an essential aspect of a sale deed, the incorrectness of the contents of a recital cannot be explained away as a typographical error.

13. The subject property is admittedly a government property and the title vests with the Respondent, DDA. In the facts of this case, the Petitioner is not entitled to relief of injunction, since DDA has categorically denied allotting the Plot or executing any lease deed or conveyance deed for the said Plot in favour of any person. The Respondent has categorically denied executing the Conveyance Deed dated 01.02.2021, which is the fundamental document relied upon by the Petitioner for claiming the title.

13.1. The Respondent has placed on record sufficient documents evidencing the non-execution of the purported lease deed and purported Conveyance Deed relied upon by the Petitioner.

13.2. The Petitioner does not have in his possession receipts evidencing payment towards ground rent or conversion charges payable along-with conversion application of the said Plot or the conversion application.

13.3. In fact, the aforesaid issue was specifically raised by the Respondent in the pleadings at paragraph 8 of its short affidavit dated 17.12.2022 and the Petitioner was directed to specifically reply to the same *vide* order dated 19.12.2022.

13.4. However, the Petitioner has not responded to the said submission in its short affidavit dated 11.01.2023. The absence of the response shows that the Petitioner does not possess the said documents.

13.5. Respondent, DDA to substantiate its plea that no amount was received towards conversion for the Plot has also enclosed with the Short Note the statement of its concerned officer, Shri Gulshan Pokhriyal, to state that no conversion application has been received in DDA for conversion of the said Plot.

13.6. The absence of the said documents pertaining to conversion further substantiates the plea of the Respondent that the Conveyance Deed dated 01.02.2021 is forged. Thus, the edifice of the Petitioner's Sale Deed dated 29.04.2022 is non-existent.

14. This Court is of the opinion that the Petitioner does not have any title, interest or claim in the subject property and therefore, the Petitioner is not entitled for the reliefs as sought in the present writ petition.

Notices dated 17.02.2022 served on the Vendees

15. The notice(s) dated 17.02.2022 issued by the Respondent to the Vendees calling upon them to stop construction and warning them that they were trespassing on government property was sufficient notice to the

Vendees about the claim of DDA. The Vendees willfully failed to disclose the said notice(s) and proceedings to the Petitioner herein as is evident from the Sale Deed dated 29.04.2022.

16. Even if it is assumed that the Petitioner was unaware about the notice(s) dated 17.02.2022 served on the Vendees, this Court is of the opinion that the Petitioner is not remediless and is at liberty to initiate appropriate proceedings against the Vendees (including Saurav Singh Raghav) as per the terms of the Sale Deed. In this context, Clauses 9 and 12 of the Sale Deed dated 29.04.2022 are relevant, which reads as under:

“Clause 9:- That if proved otherwise or the VENDEE is deprived off the above said Property at any time, in future after the execution and registration of this Sale Deed, in full or in part thereof, owing to the above reason or reasons whatsoever in respect of the same, the VENDORS hereby undertake before the VENDEE that they shall be entirely remain liable and responsible to indemnify the VENDEE for the same in all manners by their all moveable and immovable properties and all other assets.

xxxx xxxx xxxx

Clause 12:- That it is declared by both the parties that the said Property has never been booked by MCD/DDA/STF or any other Government Authority for unauthorized construction. If at any point of time, it is noticed that the said Property is booked for unauthorized construction, parties will be self liable and responsible and registration of instrument will stand null and void.”

The Petitioner is entitled to raise his claims for refund of sale consideration and damages against the Vendees (including Saurav Singh Raghav) before the appropriate authority, in accordance with law. The Petitioner is also at liberty to initiate criminal proceedings against the said Vendees (including Saurav Singh Raghav) for non-disclosure of the notice(s) issued by Respondent.

No notice required within the meaning of Section 30 of the Delhi Development Authority Act, 1957

17. The contention of the Petitioner that he has not been served with any notice with respect to the demolition of the subject property does not find any merit. As noted above, the notice(s) dated 17.02.2022 issued to the Vendees informing them that they were trespassing on government property is sufficient notice.

18. In this regard, it is instructive to refer to the judgment in **Shri. Rajinder Kakkar & Ors v. Delhi Development Authority, 1994 (28) DRJ (DB)**, the relevant portion of which reads as under:

"18. Before action for demolition or removal of encroachment is taken the Court must be satisfied, prima facie, on the basis of some document or other tangible evidence that the petitioners or the applicants have a legal title to the property or a right to remain in possession thereof. Where a person is an encroacher and never had any right to legal possession of public land, the Courts should not grant any injunction or relief which will have the result of permitting or protecting the continued illegal occupation of public land. There may be a case where at a point of time the possession or occupation may have been valid under a lease or a grant and which lease or grant may have subsequently been wrongfully terminated and the termination challenged, such a case may, however, fall in a different category where the question of balance of convenience will have to be carefully examined specially when the action of termination of lease or grant is seriously challenged. But, in a case like the present, where at no point of time the petitioners had any valid right, title or interest to the property the Court ought not to grant any relief to such a petitioner even if there has been any procedural irregularity by the respondent while seeking to get back possession of public land.

23. The conduct of the petitioners is such that they are not entitled to any relief from this Court. Even if it be assumed that a show cause notice had to be issued under Section 30 of the Delhi Development Act before any demolition could be effected and non-issuance of the show cause notice has resulted in the breach of law, nevertheless no relief can be granted to the petitioners because of the irregularities which have been committed by the respondents. The respondents are entitled to regain possession of land which belongs to them and which has been encroached upon and the petitioners cannot be allowed to take advantage of their own wrong. It is possible that the petitioners may be innocent victims of land mafia but be that as it may, the petitioners should have known that in law this land vested in the Central Government and they should not have purchased the same in small parcels and then raise construction without following any building bye-laws. This is not a case where poor houseless people have put up shelters for themselves for their residence. Here is a case where public land has

been encroached upon and is sought to be used for erecting structures for commercial use.”

(Emphasis supplied)

19. Further, since the claim of the Petitioner has been examined in the present writ proceedings the requirement of due process also stands satisfied. In this regard it would be instructive to rely upon the decision in ***Bal Bhagwan v. Delhi Development Authority, 2020 SCC OnLine Del 1630***, which reads as under:

“61. The issue as to what constitutes ‘due process’ is thus settled beyond any doubt. The Plaintiff, who is claiming possession, can be dispossessed in the suit for injunction filed by him. Due process does not always mean that the owner has to file the suit to prove his title. So long as a Court of law has examined the documents and has given a fair hearing to the parties concerned, the compliance of due process has taken place. Moreover, due process of law also does not mean the final adjudication after trial. It merely means an opportunity being given to present the case before the Court of law and the rights of the parties being adjudicated. It does not mean the whole trial, as per Maria Margarida (supra).”

(Emphasis supplied)

The role of the SHO and the Executive Engineer/EMD-IV DDA

20. The submissions of the learned counsel for the Respondent that the subject property has been transacted multiple times in last 12 months is unusual and does make the transaction suspicious.

21. The document trail filed by the Respondent evidences the notices issued by DDA from 17.02.2022 till 14.12.2022 to all statutory authorities notifying them as regards the DDA’s stand on forgery of the Conveyance Deed. In these circumstances, the scheduled demolition for 19.12.2022 is not an abrupt decision.

22. This Court also takes note of the submission of the Respondent DDA regarding Vendees being police officials, i.e., 1) Sh. Rajeshwar, 2) Sh. Alka Sihag, daughter of Sh. Rajeshwar and 3) Sh Shyam Bir Singh, who had

purchased the subject property *vide* Sale Deed dated 31.07.2021 and thereafter sold the same to the Petitioner herein.

23. At this juncture, this Court also notes that the concerned Deputy Commissioner of Police (Shahdara District) has been issued with notices dated 10.08.2022 and 18.08.2022 by Executive Engineer, DDA and Deputy Director, LAB, DDA respectively requesting to provide sufficient police force for carrying out removal of unauthorized construction in the subject property. However, no action has been taken by the concerned SHO to facilitate the said demolition. The lack of response by the SHO to the requests made by DDA also requires inquiry in the facts of this case, in light of the fact that three of the Vendees are police officials.

24. The Respondent, DDA has relied upon notices dated 17.03.2022 and 06.04.2022 issued to the Executive Engineer, Seed Bed Park to carry out demolition of the illegal construction being carried out at the subject property. However, admittedly the said letters were not acted upon and there is no explanation offered by DDA with respect to the lack of action by the said officer in March and April, 2022. Letter dated 17.03.2022 was marked to the Chief Engineer, East, DDA.

Directions

25. The writ petition has been filed seeking a relief of *simpliciter* injunction against the demolition of the subject property proposed on 19th December, 2022 by DDA. Since the edifice of the claim is based on Conveyance Deed dated 01.02.2021, the execution of which document has been specifically denied by the DDA and which was also put to the notice of the Vendees and concerned authorities, the entire basis for seeking an unconditional injunction against the demolition of the subject property does

not exist since the Respondent has shown that the Petitioner and the Vendees are ranked trespassers on the same.

26. In view of the above facts and circumstances, the injunction on the demolition of the subject property as sought by the Petitioner cannot be granted by this Court since the Petitioner does not have any title in the subject property.

27. To prevent further transactions in the subject property and to unravel the fraud, this Court deems it appropriate to issue the following directions:

- i. DDA is directed to take steps to have an appropriate endorsement made in the register Sub Registrar VII, Vivek Vihar, New Delhi as regards the objection that the Conveyance Deed dated 01.02.2021 is forged and not to register any further transactions in respect of the subject plot;
- ii. DDA is further directed to notify Sub-Registrar VII, Vivek Vihar, New Delhi, not to register any further transactions in respect of the Plot on the basis of the said Conveyance Deed dated 01.02.2021 and the Sale Deed dated 29.04.2022;
- iii. DDA is directed to notify the Sub Registrar IVb, Vivek Vihar, Phase II, New Delhi not to register any further transactions in respect of the Plot on the basis of the sale deed dated 31.07.2021;
- iv. This Court also directs the Respondent DDA to initiate appropriate proceedings against the Vendees to whom notice(s) dated 17.02.2022 were issued for transacting in the Plot with the Petitioner herein despite service of the said notice(s);
- v. The Respondent DDA has relied upon the letter issued to Executive Engineer/EMD -4, DDA on 17.03.2022 and 06.04.2022 to

show that it had issued immediate directions of demolition of the superstructure and fix a board. Admittedly, the said letters have not been acted upon by the concerned officer. This Court directs Respondent DDA is to hold an inquiry with respect to the non-compliance of the said letter and fix the responsibility of the officer responsible for non-compliance and initiate appropriate proceedings accordingly;

vi. This Court also directs the concerned police authority to initiate appropriate proceedings against the three police officials, namely, 1) Sh. Rajeshwar, 2) Sh. Alka Sihag, and 3) Sh Shyam Bir Singh to inquire into the role of the said officials in the execution of the Conveyance Deed dated 01.02.2021;

vii. The concerned police authority is also directed to ascertain the circumstances under which the concerned SHO, Vivek Vihar, Delhi failed to provide police assistance to DDA in pursuance to the notices dated 10.08.2022 and 18.08.2022;

viii. The concerned police authority is directed to inquire regarding the action taken by SHO, PS Kotla Mubarakpur, Delhi in furtherance of the complaint dated 17.03.2022 submitted by Respondent, DDA with respect to the forgery of the Conveyance Deed dated 01.02.2021.

28. A copy of this order shall be sent to the Commissioner of Police, Delhi for ensuring the due compliance of the directions in paragraph 27 (vi), (vii) and (viii) as set out in the order by the concerned police authority. A copy of this order shall also be sent to the Sub Registrar VII, Vivek Vihar,

New Delhi and Sub Registrar IVb, Vivek Vihar, Phase II, New Delhi for the due compliance of the directions in 27 (1), (ii) and (iii).

29. As observed earlier, the Petitioner is at liberty to initiate appropriate remedy against the Vendees, if any, in accordance with law.

30. With the aforesaid findings, observations and directions, the present writ petition and pending applications, if any, are dismissed.

FEBRUARY 23, 2023

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MANMEET PRITAM SINGH ARORA, J

नित्यमेव जयते