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

+ **W.P.(C) 16242/2023**

REKHA LACHMAN SINGH

..... Petitioner

Through: Mr. Shivek Trehan and Ms. Rishika Goyal, Advocates.

versus

THE GOVERNMENT OF THE NCT OF DELHI & ORS.

..... Respondents

Through: Mr. Kartik Sharma and Mr. Rishabh Srivastava, Advocates for Mr. Santosh Kumar Tripathi, Standing Counsel for GNCTD.
Ms. Sandhya, Sr. Assistant.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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14.05.2024

1. The Petitioner has approached this Court for a direction to Respondent No.2 for striking off four Sale Deeds dated 23.12.1999 on the ground that the said Sale Deeds have been declared as null and void vide Judgment dated 14.02.2013 passed by the Ld. Civil Judge (Central District), Tis Hazari Court in Suit No.407/2006.
2. On 18.12.2023, it was stated that despite the fact that the aforesaid Sale Deeds have been declared as null and void, they have not yet been struck off from the records of the Respondents. The learned Counsel for the Respondents was directed to get the instructions and the matter was adjourned to 28.02.2024. On 28.02.2024, further time was granted to the



Respondents to take instructions and the matter was adjourned to today.

3. It was stated by the learned Counsel for the Petitioner that in the interregnum, the persons who were utilising the aforesaid Sale Deeds have been arrested and they have been granted bail by this Court in BAIL APPLN. 849/2024 and an affidavit has been filed by stating that the Sale Deeds have been declared as null and void as a bail condition for grant of bail. A copy of the said affidavit has been handed over to this Court which reads as under:

“I Suparana Sethi, wife of Late Shri Dalip Kumar, aged about 70 years, resident of D-484, Raghubir Nagar, Khyala, New Delhi – 110018, do hereby solemnly affirm and declare as under:

1. I have been arraigned as an accused in FIR No. 85/2023 dated 28.02.2023 registered at P.S. Maidan Garhi under Sections 420/467/468/471/120B/34 of the Indian Penal Code, 1860. The said FIR was registered on a complaint made by Ms. Rekha Lachman Singh through her duly authorized power of attorney holder and brother - Mr. Sandeep Sharma.

2. I acknowledge that Ms, Rekha Lachman Singh purchased the property situated at Farm No. B-16, Asola Farms at Fatehpur Beri, New Delhi comprising of lands bearing Khasta No. 960 and Khasra No. 961 (hereinafter referred to as 'the said property') vide the below mentioned four registered Sale Deeds' dated 28.11.1991 and 04.09.1991 and she has been the sole owner and in possession of the said property since 1991.

i. Khasra No. 960 (3 Bighas 9 Biswas) purchased vide Registered Sale Deed dated 28.11.1991 having Registration No. 7599, Book No. 1,



Volume No. 7191, page no. 179-187.

ii. Khasra No, 960 (3 Bighas 10 Biswas) purchased vide Registered Sale Deed dated 28.11.1991 having Registration No. 7600, Book No. 1, Volume No. 7191, page no. 188-195

iii. Khasra No. 961 (2 Bighas 13 Biswas) purchased vide Registered Sale Deed dated 04.09.1991 having Registration No. 6465, Book No. 1, Volume No. 7148, page no. 191-196

iv. Khasra No. 961 (2 Bighas 13 Biswas) purchased vide Registered Sale Deed dated 04.09.1991 having Registration No. 6467, Book No. 1, Volume No. 7149, page no. 1-6

Neither I nor my legal heirs nor any legal heirs of my late husband Mr. Dalip Kumar have any share, right, title or interest therein. I undertake to not raise any claims of ownership over the said property of Ms. Rekha Lachman Singh at any point in time or to do anything that might interfere with her right, title, interest therein or her vacant and peaceful possession of the said property.

3. I acknowledge that the four Sale Deeds dated 23.12.1999 [having registration details as follows - S. No. 163, Book No.: 1, Volume 1742 at page 192-197; S. No. 164, Book No. 1, Volume 1743 at page 1-8; S.No, 165, Book No. 1, Volume 1743 at page 9-14 and S.No. 166, Book No. 1, Volume 1743 at page 15-23], purportedly executed in favour of my late husband Mr. Dalip Kumar, have been declared null and void vide judgement dated 14.02.2013 passed by the Court of Ms. Shivani Chauhan, learned Civil Judge (Central District), Tis Hazari Courts. I acknowledge that the said judgement has attained finality and is binding on



the legal heirs of of this date, no appeal is pending against the said judgement. I undertake to not raise any challenge against the said judgement at any point in time.

4. I acknowledge that the four Sale Deeds dated 23.12.1999 [having registration details as follows - S. No. 163, Book No. 1, Volume 1742 at page 192-197; S. No. 164, Book No. 1, Volume 1743 at page 1-8; S.No. 165, Book No. 1, Volume 1743 at page 9-14 and S.No. 166, Book No. 1, Volume 1743 at page 15-23] having been declared null and void vide judgement dated 14.02.2013 are liable to be struck off/cancelled from the records of the Sub-Registrar V (South-East), Delhi. I undertake to not raise any objection to the striking off/cancellation of the same.

5. I state that the below-mentioned documents are ineffective and stand cancelled as the alleged amount has been returned to the concerned persons and that these documents do not confer any right, title or interest in favour of the concerned persons, namely Mr. Arjun Bhardwaj, Mr. Harsh Verma, Mr. Ramkesh and Mr. Sandeep Kumar with respect to the said property as the same belongs to Ms. Rekha Lachman Singh. Details of the documents, which are ineffective and cannot be said to be enforceable in any manner, are as follows:-

i. Cheque amounting to Rs. 51,000/- having endorsement "on behalf of B-16 Asola Chhattarpur" drawn by Mr. Arjun Bhardwaj in my favour, received by me on 11.02.2021.

ii. Advance Receipt cum Agreement to Sell and Purchase dated 02.09.2021 executed by me in favour of Mr. Harsh Verma. Received payment of Rs. 2,50,000/- thereunder.



iii. General Power of Attorney executed by me on 03.09.2021 in favour of Mr. Harsh Verma

iv. Advance Receipt cum Agreement to Sell and Purchase dated 03.10.2022 executed by me in favour of Mr. Ramkesh and Mr. Sandeep Kumar. Received payment of Rs. 15,00,000/- thereunder.

I undertake not to give effect to any of the above and henceforth, to not execute any Agreement to Sell, Sale Deed or any other document leading to the creation of third-party interests in the said property of Ms. Rekha Lachman Singh.

6. I undertake to indemnify Ms. Rekha Lachman Singh and her legal heirs against any claims that may be raised by the above-named persons i.e. Mr. Arun Bhardwaj, Mr. Harsh Verma, Mr. Ramkesh and Mr. Sandeep Kumar or their legal heirs in the said property of Ms. Rekha Lachman Singh.

7. I undertake to extend my support and cooperation to Ms. Rekha Lachman Singh and her power of attorney holder, as and when called upon, to rectify the details on the electricity bills of the said property so as to correctly reflect the name of Ms. Rekha Lachman Singh and have the four Sale Deeds dated 23.12.1999 struck off/cancelled from the records maintained by the Sub-Registrar V (South-East), Delhi and to execute any such documents, as may be required in the process.

8. I undertake that neither I nor my legal heirs will personally contact the Complainant Ms. Rekha Lachman Singh or her family. All communication will be through our duly appointed counsel.

9. I agree to honour the present Affidavit for all time to



come and to not question/challenge any part of it at any point in time. In the event of breach of this Affidavit, I shall be liable for contempt of court and' the bail granted to me by this Hon'ble Court will be liable for cancellation. I undertake to be bound by the present affidavit and the contents thereof."

4. Today, learned Counsel appearing for the Respondents, on instructions from Respondent No.2/Sub-Registrar V, Mehrauli, states that the aforesaid four Sale Deeds have been struck off from the records of the concerned Sub-Registrar and there is an endorsement on the Sale Deeds stating that the Sale Deeds stand cancelled. The statement is taken on record.

5. The Respondent No.2/Sub-Registrar V, Mehrauli is also directed to take all consequential steps that are required to be taken in accordance with law.

6. In view of the above, the writ petition is disposed of, along with pending application(s), if any

SUBRAMONIUM PRASAD, J

MAY 14, 2024

S. Zakir