



2025:DHC:9379-DB



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

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Judgment reserved on: 10.10.2025
Judgment pronounced on: 28.10.2025

+ **FAO(OS) 87/2025 & CM APPL. 47459/2025**

MANUJA SHARMA

.....Appellant

Through: Mr. Rajan Sabharwal, Mr.
Raghavv Sabharwal and Mr.
Ayush Shirvastava, Advocates.

versus

RAHUL SHARMA & ANR.

.....Respondents

Through: Mr. Ajay Awasthi, Mr. Rishi
Jaiswal and Mr. Kunal Singh,
Advocates for R-1
Mr. Abhishek Shandilya,
Advocate for R-2

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

J U D G M E N T

ANIL KSHETARPAL, J.

1. Through the present Appeal, the Plaintiff/Appellant herein assails the correctness of an Order dated 27.05.2025 [hereinafter referred to as 'Impugned Order'] passed by the learned Single Judge, whereby certain portion of the property being Serial Nos.1, 2 and 3 of Schedule-A of the Plaint is deleted from the scope of the Suit on the ground that the Appellant has come to the Court with unclean hands and the case put forth by the Appellant is bogus. This finding was arrived at during the preliminary stage of the Suit without granting



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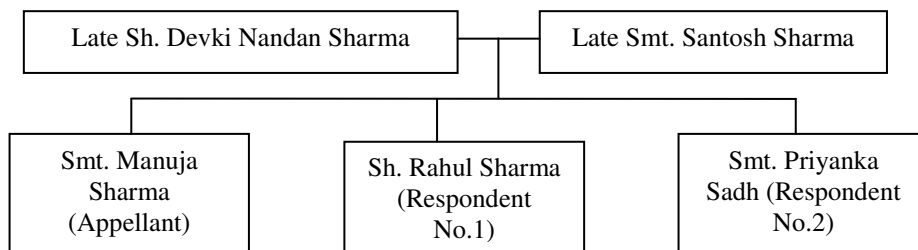
opportunity to the parties to lead evidence.

2. Herein, the parties shall be referred to by their status in the Suit, i.e., CS(OS) 610/2023.

FACTUAL MATRIX:

3. In order to comprehend the issues involved in the present case, the relevant facts in brief are required to be noticed.

4. The genealogy of the family reads as under:



5. The Plaintiff, Smt. Manuja Sharma, through Special Power of Attorney Smt. Sarita Sharma, filed a Suit for the grant of the following reliefs:

“a. Declare release deed(s) dated 5.5.2022 registered as document no.3643 in Additional Book No.1 Vol. No.10,220 on page 67 to 70, document No.3616 in Additional Book No.1 Vol. No.10,219 on page 72 to 75, document No.3644 in Additional Book No.1, Vol. No.10,220 on page 71 to 74, in the office of SubRegistrar-VIII, District East, Delhi, as void ab initio, non-est and non-binding on the plaintiff.

b. Issue a mandate commanding the Defendant No. 1 to submit to the authority of this Hon’ble Court, Documents of titles of immovable properties described and detailed in Scheduled-A, and other properties of the deceased parents of the parties not known to the plaintiff and amounts received by Defendant No. 1 being Nominee of Late Devki Nandan Sharma from the Bank Accounts Described in Scheduled-B.

then

c. Pass a Decree Partitioning the immovable properties detailed and



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described in Scheduled-A along with the other properties disclosed by defendant No.1, among the legal heirs of Late Devki Nandan Sharma & Late Santosh Sharma in metes and bounds and distribution of movable assets as described in Schedule B, in equals to the legal heirs of the deceased Devki Nandan Sharma and Santosh Sharma, which is 1/3rd.

d. Local commissioner be appointed to suggest a mode of partition of the suit property with proportionate rights in the land underneath by metes and bounds.

e. After submitting the report of the local commissioner, a final decree for partition be passed delineating and separating the share of the plaintiff in the suit property with proportionate rights in the land underneath.

f. Award damages to the plaintiff on rendition of true accounts by the Defendant No. 1 to this Hon'ble court and determining the amount liable to be paid to the plaintiff, by the defendant No.1.

g. Pass a decree for damages in favour of the plaintiff and against the defendant No.1 @ Rs.18,000/- per month or at such other rate as adjudicated by this Hon'ble Court with effect from the date of the filing of the suit till payment with interest @ 18% per annum.

h. Pass a decree of perpetual injunction in favour of the plaintiff and against the defendants thereby restraining defendants, their agents, attorneys, assignees, relatives from transferring the possession of the suit property and/or from creating any third party interest in the suit property."

6. Along with the Plaint, lists of properties were detailed in Schedule-A and Schedule-B. In substance, it is the case of the Plaintiff that her parents died intestate and the suit properties were Hindu Undivided Family Property ('HUF Property'). Hence, the Plaintiff, being one of the three Class-I legal heirs, is entitled to 1/3rd share in the suit properties.

7. It is stated by the Plaintiff that the two properties, C-III-83, Nehru Nagar, Ghaziabad, Uttar Pradesh, and KC-96, Kavi Nagar, Ghaziabad, Uttar Pradesh, are HUF Properties received by the father of the Plaintiff, late Sh. Devki Nandan Sharma, by way of a Family



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Settlement from his parents, whereas the third property is a joint property, situated at C-II-42, Old Plot No. C-36, Chilla Saroda Bangar, New Ashok Nagar, Delhi, where her parents used to run a school.

8. Further, in Paragraph Nos. 13 and 17 of the Plaint, the Plaintiff has stated that in April 2022, the Plaintiff came to India to claim her share in her parents' assets. Defendant No.1, brother of the Plaintiff, assured her that partition would take time and, on 25.04.2022, obtained her signatures and thumb impressions on few blank papers for completing formalities. Relying on his assurance, the Plaintiff complied and returned to England on 26.04.2022. It is further stated that the Plaintiff discovered that Defendant No.1 had, on 05.05.2022, executed three Relinquishment Deeds by fabricating her signatures and thumb impressions and falsely showing her presence in Delhi, thereby transferring her share in the suit properties to himself, despite her having left for the United Kingdom on 26.04.2022. Both the aforesaid paragraphs of the Plaint are reproduced thereof:

"13. That Plaintiff came to India to receive her share in the assets of her parents in April 2022. Defendant No.1 on demand of share by the plaintiff assured her of his intentions and explained that division and partition of all the assets will take time and paperwork. Since plaintiff was required to go back to England, defendant No.1, on 25.4.2022 asked her to sign on foot of few blank papers and to put her thumb impressions, so that for her signatures and thumb impressions, proceedings for mutual partition of the properties are not held up. Plaintiff being younger sister of the defendant No.1 and with no reason to disbelieve him, signed and put thumb impressions, on blank papers, given by the defendant No.1 to her and handed over the same to him, just before leaving for United Kingdom. Defendant explained to the plaintiff that partition would take time. Thereafter, plaintiff on 26.4.2022 returned to England.

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17. That Plaintiff was shocked on receiving certified copies of three relinquishment deeds dated 5.5.2022, wherein Defendant No.1 by forging signature, thumb impression of plaintiff and falsely showing her presence to be at Delhi on 5.5.2022, fraudulently, got transferred share of the plaintiff in the suit properties standing in the name of deceased mother of the plaintiff, to his name. Defendant No.1 fraudulently created these transfer documents to show transfer of plaintiff's share to himself. It appears from scrutiny of certified copies of forged relinquishment deeds dated 5.5.2022 that Defendant No.1 along with some persons have falsely impersonated as "Plaintiff" knowing well that Plaintiff was not even in country and left for United Kingdom on 26-04-2022."

9. Along with the Suit, an Application under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure, 1908 [hereinafter referred to as 'CPC'] for the grant of a temporary injunction was filed by the Plaintiff, which was granted *ex-parte* on 05.10.2023. Further on, 15.07.2024, the learned Single Judge was apprised about the FIR bearing No. 670/2023, filed by the Plaintiff with Laxmi Nagar Police Station, Delhi, wherein Relinquishment Deeds have been referred to Central Forensic Science Laboratory ('CFSL') for comparison of the Plaintiff's signatures with her disputed signatures appearing on the Relinquishment Deeds.

10. Subsequently, the CFSL Report confirmed that the signatures of the Plaintiff as they appear on the Relinquishment Deeds are authentic. Thus, the learned Single Judge, in the Impugned Order, came to the conclusion that the Plaintiff lacks *bona fides*, and has come to the Court with unclean hands as she appended her signatures on the three Relinquishment Deeds, and thus, her narrative of her brother having taken her signatures and thumb impressions on blank papers is a bogus plea.



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11. Consequently, while vacating the *ad interim* injunction, the learned Single Judge proceeded to delete the properties at Serial Nos.1, 2 and 3 of the Schedule-A of the Plaint. He placed reliance upon the judgment of the Supreme Court in *S.P. Chengalvaraya Naidu v. Jagannath*¹, wherein it was held that a litigant who deliberately conceals material documents or facts to mislead the court commits fraud upon the court.

CONTENTIONS OF THE PARTIES:

12. Heard learned counsel for the parties and, with their able assistance, perused the paperbook.

13. Learned counsel representing the Plaintiff contends that no relief can be deleted at the preliminary stage of the Suit, without granting opportunity to the parties to lead evidence, especially when the assertions in the Plaint are like the present Plaint.

14. *Per contra*, learned counsel representing the Defendant No. 1 contends that the Plaintiff has come to the Court with unclean hands, hence, the learned Single Judge has rightly deleted Property being Serial Nos.1, 2 and 3 of Schedule-A of the Plaint.

ANALYSIS AND FINDINGS:

15. It is evident that the Suit filed by the Plaintiff is at a preliminary stage. Before ordering the deletion of any part of the Plaint, which amounts to its dismissal, the Court is required to be certain and categorical that the chances of success of the Suit do not exist.

¹ (1994) 1 SCC 1



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16. In the present case, the Plaintiff has specifically alleged that her brother obtained her signature on blank papers in April 2022, when she was about to return to the United Kingdom ('UK'). The Plaintiff has also alleged that she had immense faith and confidence in her brother, and she was not physically present in India when the alleged three Relinquishment Deeds were registered.

17. Additionally, the Plaintiff has also alleged that the properties are HUF Property. In fact, the concept of Hindu United Family ('HUF') is in the context of a taxable unit under the Income Tax Act, 1961. In Hindu law, the concept is a Joint Hindu Family and Joint Hindu Family Property. Moreover, with respect to the property located at New Ashok Vihar, Delhi, the Plaintiff has alleged that it is a joint property of her parents.

18. In such circumstances, it was not appropriate for the learned Single Judge to order deletion solely on the basis of the CFSL report, which is entirely based upon an opinion after comparing the signatures of the Plaintiff. Such opinion is not binding on the Court, and the Court, which is required to decide the case, shall decide it after appreciating the evidence produced by the parties.

19. Further, learned counsel for the Defendant No.1, while relying upon Paragraph Nos.7 and 8 of the Order dated 15.07.2024, has submitted that the Appellant is not entitled to challenge the correctness of the Impugned Order. Paragraph Nos.7 and 8 of the Order dated 15.07.2024 are extracted as under:

"7. The parties state that there is dispute with respect to the execution of the relinquishment deed dated 21.04.2022. Learned counsel for the



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plaintiff states that criminal proceedings in this regard is pending and the issue has been referred for examination to FSL.

8. Learned counsel for the plaintiff states that both plaintiff and defendant no. 1 had appeared before the learned Magistrate and have already submitted their specimen signatures for sending it to FSL for comparison with the signatures and thumb expression on the relinquishment deed.”

20. It is evident from Paragraph Nos.7 and 8 reproduced hereinabove that the learned Single Judge was only apprised of the fact that the opinion of the CFSL has been sought with respect to the signatures of the Plaintiff. However, such an opinion is neither binding on the Court nor can it form the determinative basis to reject a part of the Plaint at the initial stage, particularly keeping in view the assertions made in the Plaint.

21. Further, the learned Single Judge has relied upon the judgment rendered by the Supreme Court in ***S.P. Chengalvaraya Naidu*** (*supra*), wherein the facts of the case are such that one of the parties had obtained a preliminary decree on fraud. The Court held that any judgment or decree obtained by practicing fraud upon the Court is a nullity in the eyes of the law and has no legal existence. However, in the facts of the present case, fraud has not been committed by the Plaintiff as an act of fraud entails an intentional deception to cause another to act to their prejudice. On the other hand, the deliberate making of a false claim before a court constitutes a distinct act under the law.

22. Moreover, despite repeated requests to the learned counsel for the Defendant No.1, he failed to draw the attention of the Court to specific provisions permitting the Court to order deletion of part of the



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relief in such a manner.

CONCLUSION:

23. In view of the aforesaid, the present Appeal is allowed. The Impugned Order is hereby set aside. However, the Order vacating the stay shall remain unaffected.

24. The present Appeal, along with the pending application, stands disposed of.

ANIL KSHETARPAL, J.

HARISH VAIDYANATHAN SHANKAR, J.

OCTOBER 28, 2025

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