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

+ RFA 1071/2025

MAYA DEVI & ORS.Appellants

Through: Mr. Parikshit Mahipal, Advocate.
versus

KRISHAN LAL TANEJA & ORS.Respondents

Through: Mr. Akshay Bedi, Advocate for R-3.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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27.11.2025

CM APPL. 74456/2025 (exemption)

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed-of.

CM APPL. 74457/2025

By way of the present application filed under section 149 read with section 151 of the Code of Civil Procedure 1908 ('CPC'), the appellants seek some time to file deficient court fee.

2. For the reasons stated in the application, which is duly supported by affidavit, the application is allowed.
3. The appellants are directed to file deficit court fee within 02 weeks.
4. The Registry is directed to bring to the notice of this court any non-compliance with the directions issued above.
5. The application stands disposed-of.



RFA 1071/2025 & CM APPL. 74455/2025 (stay)

6. By way of the present regular first appeal filed under Order XLI Rule 1 read with section 96 CPC, the appellants impugn judgment and decree dated 21.08.2025 passed by the learned District Judge-10, Central District, Tis Hazari Courts, Delhi in suit bearing CS DJ No.161/2022, whereby the suit seeking specific performance of an Agreement to Sell dated 05.03.2001 and for other ancillary reliefs filed by the appellants (plaintiffs), was rejected under Order VII Rule 11(d) CPC, as being time barred.
7. The court has heard learned counsel appearing for the appellants at length at the stage of issuance of notice itself.
8. The suit was filed by the appellants (plaintiffs) seeking specific performance of an agreement to sell executed between Krishan Lal Taneja (respondent No.1) and Shambhu Prasad (deceased husband of appellant No. 1 Maya Devi).
9. To be clear, subsequently, another agreement to sell dated 03.05.2011 was also executed between Krishan Lal Taneja and Shambhu Prasad, which latter agreement was however *not* subject matter of the suit before the learned trial court.
10. Agreement to sell dated 05.03.2001, which was in Hindi, was in the nature of a receipt for earnest money, a copy of which is appended at page 71 of the appeal paper-book. The English translation of this agreement to sell, which translation has also been filed alongwith the paper-book, reads as under:



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SACHDEVA PROPERTY DEALER
2617/8, Chuna Mandi, Paharganj, New Delhi-110055
Phone No. 7526128

Krishan Lal Taneja

2668, Gali No. 8, Chuna Mandi, Paharganj

House 2668

Area about 40 sq.yards

05.03.2001

Shambhu Prasad

Earnest amount

Consideration amount 3 Lakh

Part payment of Rs 1 lakh 50 Thousand received and receipt issued and remaining payment will pay after the execution of property documents

Date of execution of documents 05.06.2001 in case of failed to execute the documents in favour of purchaser then 2 lac as penalty and in case remaining payment not paid on or before 05.06.2001 then paid amount shall be forfeited

Krishan Lal Taneja
Signature Seller

Witness

- 1 Ramesh chand not legible
- 2 Not legible

Shambhu Prasad
Signature Purchaser



11. Accordingly, the essential terms of the agreement were that part payment of Rs. 1.5 lacs had been made by Shambhu Prasad to Krishan Lal Taneja against a total sale consideration of Rs. 3 lacs; and



the remaining sale consideration was to be paid at the time of execution of the sale documents.

12. Most importantly however, the agreement to sell also stipulated the date of execution of the sale documents as being 05.06.2001; and further provided, that if the seller failed to execute the sale documents in favour of the purchaser by that date, the seller would be liable to pay to the purchaser a sum of Rs. 2 lac as penalty; and if the purchaser failed to make payment of the balance sale consideration on or before 05.06.2001, then the amount of Rs. 1.5 lacs paid towards earnest money/part sale consideration would stand forfeited in favour of the seller.
13. Arising from an alleged failure of performance on the part of the respondents, the appellants filed a suit seeking specific performance of agreement to sell dated 05.03.2001 and made the following prayers:

“(a) Pass a decree for specific performance in favour of the plaintiff no.1/or plaintiffs and against the defendant, thereby directing the defendant to execute and register the sale deed qua the suit property i.e. property bearing no. 2668/8, Gali No.8, Chuna Mandi, Paharganj, New Delhi-110055 area admeasuring about 25 Sq. Yard along with Terrace right along with proportionate undivided, indivisible and impartible ownership rights in the land underneath with all its free hold rights, titles and interests in the said property and on failure of the defendant to do so, appoint any staff of this Hon'ble Court with a power to execute and register the sale deed qua the suit property in favour of the plaintiff no.1 in terms of the agreement to sell dated 05.03.2001.

“(b) Pass a decree for a permanent injunction in favour of plaintiffs and against the defendant, thereby restraining the defendant from creating third party right/interest in the aforesaid suit property either directly or indirectly in favour of any person excepts the plaintiffs.



“(c) In addition to the relief of specific performance as prayed above, the Court may grant adequate compensation for the breach of contract to do complete justice in the present facts and circumstances.

“(d) In alternative a refund of Rs 6,60,000/- along with interest @12% per annum

“(e) Pass such other order/orders/directions, which this Hon'ble court may deem fit and proper under the facts and circumstances of the present case in favour of the plaintiffs and against the defendants.

“(f) Award the cost of the present proceedings, in favour of the plaintiffs and against the defendants, in the ends of justice.”
(emphasis supplied)

14. As per the record, though the plaint was signed on 05.02.2022, the *suit came to be filed on 10.02.2022.*
15. It also transpires that subsequently, a set of documents comprising a general power of attorney, a special power of attorney, another agreement to sell, a Will and a possession letter, along with other ancillary documents, all dated 16.07.2001, also came to be executed by Krishan Lal Taneja in favour of Shambhu Prasad *in respect of 15 sq. yards* forming part of the suit property, which documents were however *not* subject matter of the proceedings before the learned trial court.
16. At the risk of repetition, the aforesaid set of documents related only to a *15 sq. yards* portion of the suit property; the prayer in the suit relates to 25 Sq. yards; and the agreement to sell dated 05.03.2001 that was subject matter of the proceedings related to *40 sq. yards.*
17. In this backdrop, an application came to be filed by defendant No.3, Jai Bansal (respondent No. 3 in the present proceedings) under Order



VII Rule 11 CPC, contending that the claim in the suit was time-barred; and that application has been allowed by the learned trial court, with the following observations and reasoning:

“31. Hence, what emerges is that the plaintiffs are seeking specific performance of an unregistered and unstamped alleged agreement to sell dated 05.03.2001, which itself provides for the date of 05.06.2001 for its performance. As per the plaintiffs’ own admission and pleadings “even after lapse of proposed date of 05.06.2001 for execution of sale deed, neither sale deed/title deed had been executed nor any further act on the part of defendant was acted/proceeded”. I may also point out that unstamped documents are inadmissible in evidence as per section 35 of the Indian Stamp Act, 1899.

“32. The limitation for filing a suit for specific performance, as per Article 54 of the Schedule to The Limitation Act, 1963 is three years ‘from the date fixed for performance or if no such date is fixed, when the plaintiff has notice that the performance is refused.

“33. In the present case, the alleged ‘agreement to sell’ itself provides for the date of 05.06.2001 as the date for its performance. The plaintiffs were thus required to institute a suit for specific performance of the same within three years of the said date, i.e. by 05.06.2003 (sic, 2004) at the latest. The plaintiffs have given the excuse that there were certain litigations pending between Late Sh. Shambhu Prasad and Late Sh. Krishan Lal Taneja and other persons, which were completed in the month of December, 2017. However, it is nowhere pleaded as to how on account of the said litigations, the plaintiffs/Late Sh. Shambhu Prasad had been prevented from filing a suit for specific performance.”

(emphasis supplied)

18. Furthermore, it transpires that even prior to the filing of the specific performance suit from which the present appeal arises, the appellants had filed a suit bearing CS No.3786/2018 titled *Shambhu Prasad vs. Krishan Lal Taneja* seeking recovery of the amount paid under the agreement to sell dated 05.03.2001; and *vidé* order dated 18.12.2001



recorded in it, the said other suit was withdrawn by the appellants with the following observations made by the learned trial court:

*“CS No. 3786/18
Shambhu Prasad Vs. Krishan Lal Taneja*

18.12.2021

*Present: Sh. Lovish Seth, Ld. LAC for plaintiff along with
Mrs. Maya Devi Wd/o late Sambhu Prasad
Sh. Pradeep Kar, Ld. Counsel for defendant.*

It is stated by the widow of late Sh. Sambhu Prasad who had filed the present suit against the defendant that the present suit has been wrongly filed by the deceased plaintiff for recovery of money of Rs.2,50,000/-whereas the actual relief was specific performance of contract. The deceased plaintiff signed the plaint without knowing the contents, as he was an illiterate person. Since she does not seek the present relief, she wishes to withdraw the present suit with liberty to file fresh suit on the same cause of action for a different relief. Her statement to this effect has been recorded separately.

I have carefully perused the case file and heard the submissions. In view of the statement of the widow of the deceased plaintiff, the present suit is disposed of as withdrawn with liberty to the widow of the deceased plaintiff to file fresh suit on the same cause of action for a different relief.

The pending application(s), if any, stands disposed of being not pressed for.

File be consigned to record room as per rules.

*(Kartik Taparia)
Civil Judge-02 (Central),
Delhi
18.12.2021”*

19. Before the learned trial court it was canvassed on behalf of the appellants, that since at the time of withdrawal of the suit bearing CS No.3786/2018, the learned court had granted to the appellants liberty to file a fresh suit on the same cause of action for a different relief, the specific performance suit from which the present appeal arises, was



not time-barred. On this contention, the learned trial court has observed as follows:

“34. Further, the plaintiffs themselves admit that Late Sh. Shambhu Prasad also filed a suit for recovery of the amount paid in the year 2018 before the Court of the Ld. Civil Judge, i.e. 17 years after the alleged agreement to sell dated 05.03.2001. However it is submitted that ‘inadvertently suit for recovery was filed instead for filing suit for specific performance, recovery with injunction’.”

* * * * *

“36. The mere fact that the Court of the Ld. Civil Judge has granted liberty to the plaintiffs to withdraw the said suit and institute a suit for specific performance cannot extend the period of limitation by any means. I find infact that the suit for recovery itself was filed at belated stage i.e. in the year 2018, almost 17 years after the alleged agreement to sell dated 05.03.2001 and the date of its execution i.e. 05.06.2001. Hence, the same has no effect of extending the period of limitation of three years under Article 54 of the Limitation Act. Further, section 9 of the Limitation Act enshrines the principle that where once time has begun to run, no subsequent disability or inability to institute a suit or make an application stops the same.”

(emphasis supplied)

20. As a sequitur to the foregoing observations and reasoning, the learned trial court has proceeded to reject the plaint, holding as follows:

“41. Hence, I find that the plaint filed by the plaintiffs is highly belated and is barred under Article 54 of the Limitation Act, 1963 and there is no triable issue with respect to the same. The plaintiffs have filed the present suit on 10.02.2022 for specific performance of the alleged agreement to sell dated 05.03.2001, which was to be performed by 05.06.2001, i.e. after more than twenty years. Accordingly, the plaint is rejected under the provisions of Order VII rule 11 (d) CPC. File be consigned to the record room after due compliance.”

(bold in original)

21. Upon a conspectus of the foregoing, this court is unable to discern any flaw in the reasoning or the decision taken by the learned trial court in rejecting the plaint under Order VII Rule 11(d) CPC. The decision



taken by the learned trial court follows the settled position of law, whereby, under Article 54 of the Limitation Act, a suit for specific performance of a contract is required to be filed *within 03 years from the date fixed for performance* in such contract; and, if no such date is fixed, then within 03 years of the time when the plaintiff has noticed that performance is refused.

22. In the present case, it is the appellant's own contention that the suit was for specific performance of an agreement to sell comprised in the document dated 05.03.2001, which in categorical terms provided that the sale documents in respect of the suit property were to be executed by the seller in favour of the buyer by or before 05.06.2001; which was evidently not done. Therefore, the suit seeking specific performance of the agreement to sell ought to have been filed within 03 years of 05.06.2001. However, the suit came to be filed on 10.02.2022 *i.e.*, more than 20 years after the date fixed for the performance of the contract. The claim in the suit was therefore clearly time-barred; and, accordingly the plaint was correctly rejected by the learned trial court.
23. In view of the above, this court finds no merit in the present appeal, which is dismissed at the stage of issuance of notice itself.
24. Pending applications, if any, stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

NOVEMBER 27, 2025/ss