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

Date of Decision: 26th September, 2025

+ CS(OS) 180/2018 & I.A. 584/2024

MR. RAJIV GUPTA & ORS

.....Plaintiffs

Through: Mr. R.P. Sharma, Mr. Manish
Bharadwaj, Advs.

versus

MR. HIRA LAL GUPTA & ORS

.....Defendants

Through: Mr. Navin Gupta, Mr. Naney and Mr.
Sanjay Pandey for D-1
Mr. Surinder Jain, Advocate for D-2

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

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J U D G M E N T

MANMEET PRITAM SINGH ARORA, J (ORAL):

Factual Matrix and Proceedings in the Suit

1. The present suit has been filed for partition and permanent injunction *qua* the properties being (i) property no. B-21, Vivek Vihar, Opposite Ram Mandir, Delhi – 110032 measuring 314.7 sq. yds. [‘Vivek Vihar property’] and (ii) property no. 3065, Gali Kalyan Singh, Ram Bazar, Mori Gate, Delhi – 110006 [‘Mori Gate property’].

2. It is the case of the Plaintiffs that the aforesaid properties belonged to the three [3] Defendants and their two [2] brothers, namely, late Mr. Suresh Kumar Gupta [predecessor of the Plaintiff Nos. 1 to 3] and late Mr. Naresh Kumar Gupta [predecessor of the Plaintiff Nos. 4 to 6]. In view of the said averment, the Plaintiffs have sought a decree for partition declaring the Plaintiff Nos. 1 to 3 [together to be having 1/5th undivided share], the



Plaintiff Nos. 4 to 6 [together to be having 1/5th undivided share] and each of the three [3] Defendants to be having 1/5th undivided share in the aforesaid properties.

3. By order dated 24.04.2018, while issuing summons in the suit and notice in the injunction application, this Court also granted an *ex parte* ad-interim injunction order against the Defendants and directed that the status quo *qua* the title of the aforesaid properties be maintained.

4. Vide order dated 21.10.2019, the Court has observed that the joint ownership of the three [3] Defendants and their two [2] brothers [predecessors of the plaintiffs] *qua* the Mori Gate property was not in dispute and the dispute in the present suit remains only *qua* Vivek Vihar property.

Accordingly, the Court framed the issues with regard to the dispute *qua* property no. B-21, Vivek Vihar, Opposite Ram Mandir, Delhi – 110032 measuring 314.7 sq. yds. [hereinafter referred to as ‘suit property’]. The issues framed by the Court are as under: -

- (i) Whether the Agreement of sale of the suit property was executed by the then owner Chander Mohan Gupta thereof, jointly in favour of the predecessor of plaintiffs no. 1 to 3, predecessor of plaintiff nos. 4 to 6 and each of the three [3] defendants and the payment of the sale consideration of the said property and the registered receipt thereof also executed in favour of the said five persons? **[OPP]**
- (ii) Whether Chander Mohan Gupta, being the then owner of the suit property had agreed to sell the said property exclusively in favour of defendant no. 2 and the defendant no. 2 had paid the entire sale consideration thereof? **[OPD2]**



- (iii) Whether the defendant no.2 has surreptitiously got executed the Conveyance Deed of freehold rights in the land underneath the suit property in his exclusive name by fabricating Agreement to Sell and Power of Attorney with respect to the said property executed by Chander Mohan Gupta in his exclusive favour?

[OPP]

5. By the same order dated 21.10.2019, the Court also disposed the injunction application being I.A. 5517/2018, thereby restraining all the parties from alienating, encumbering or parting with possession of either of the aforesaid two [2] properties, which are subject matter of the suit and/ or any part thereof or from raising any construction or carrying out any work of demolitions therein. Accordingly, the matter was notified for recording of evidence.

6. Since, Defendant No. 1 – Mr. Hira Lal Gupta passed away on 14.08.2021, vide order dated 10.12.2021 his legal representatives (i) Sh. Sanjay Gupta [son], (ii) Smt. Renu Goel [daughter] and (iii) Smt. Pooja Atal [daughter], were impleaded as parties to the suit. However, for ease of reference, all the legal heirs are also being referred to as Defendant No. 1.

7. In the interregnum, Defendant No. 2 filed an application bearing I.A. 584/2024 seeking rejection of the plaint on the plea that the plaint is barred by Section 54 of the Transfer of Property Act, 1882 [‘Act of 1882’]. By order dated 19.12.2024, this Court observed that since the suit is at the stage of final disposal, the defendant’s plea *qua* bar of Section 54 of the Act of 1882 would be considered in the final judgment.

CASE SET UP BY THE PLAINTIFF

8. During the arguments, Mr. R.P. Sharma, learned counsel for the Plaintiff has set up the Plaintiff’s case as under: -



8.1. The present suit has been filed for partition in respect of two [2] properties; however, the dispute remains only *qua* property no. B-21, Vivek Vihar, Opposite Ram Mandir, Delhi – 110032 measuring 314.7 sq. yds. [‘suit property’].

8.2. The suit property was purchased by five (5) sons of late Mr. Murari Lal Gupta, namely, Mr. Suresh Kumar Gupta, Mr. Naresh Kumar Gupta, Mr. Heera Lal Gupta/Defendant No. 1, Mr. Ved Prakash Gupta/Defendant No. 2, and Mr. Ram Avtar/Defendant No. 3 [hereinafter collectively referred to as ‘joint purchasers’ or ‘five brothers’] from one, Mr. Chander Mohan Gupta in the year 1984.

8.3. Mr. Suresh Kumar Gupta died on 20.11.2015, leaving behind his children and wife [Plaintiff Nos. 1 to 3 herein] as his legal heirs and Mr. Naresh Kumar Gupta died on 02.06.2017, leaving behind his children and wife [Plaintiff Nos. 3 to 6] as his legal heirs. Thus, the Plaintiff Nos. 1 to 3 [jointly] and Plaintiff Nos. 3 to 6 [jointly] have inherited 1/5th undivided share in the suit property.

8.4. Even after several requests made by the Plaintiffs, the suit property has not been divided amongst the co-sharers. Accordingly, the Plaintiffs have filed the present suit seeking partition of the suit property.

8.5. Mr. Chander Mohan Gupta had executed an Agreement to sale [ATS] dated 17.08.1984 in favour of the joint purchasers, wherein, Mr. Chander Mohan had acknowledged the receipt of total consideration of Rs.1,00,000/-.

8.6. Mr. Chander Mohan Gupta also executed a separate registered receipt acknowledging the receipt of Rs. 1,00,000/- in total out of which a sum of Rs. 40,000/- was received in cash and balance amount of Rs. 60,000/- was received by way of five [5] bank draft No. 560699/1/84, 560700/2/84, 560701/3/84, 560702/4/84, 560703/5/84, all dated 23.07.1984 and all drawn



on Punjab National Bank, South Extension, New Delhi for a sum of Rs.12,000/- each. The aforesaid receipt was registered on 18.08.1984 in the office of sub-registrar Seelampur, North East District, Delhi and has been proved as Exhibit PW-2/1, which has also been signed by Defendant No. 2 himself.

8.7. Plaintiff No. 1 examined himself in support of his case along with five [5] other official witnesses and proved the Plaintiffs' case along with relevant documents.

8.8. All the documents produced by the Plaintiffs and proved by the official witnesses were also produced by Defendant No. 2 before the concerned authorities while attempting to transfer the property on Defendant No. 2's name. Therefore, Defendant No. 2 is not in a position to deny the said documents and accordingly, the said documents deemed to have been admitted and proved.

8.9. Defendant No. 2 has mischievously claimed sole ownership rights in the suit property on the basis of forged and fabricated documents. It is to be noted that Defendant No. 2, while preparing the forged and fabricated ATS in his favour, the details of payment have been copied by Defendant No. 2 from the aforesaid registered receipt [i.e., Exhibit PW-2/1], and while copying the same, a mistake had occurred, as the 'bank pay order/draft no 560699/1/84' has been mentioned by the defendant no. 2 in its aforesaid forged Agreement to Sell as 'bank pay order/draft no 560699/1' whereas, other details being 'bank pay order/draft no. 560700/2/84, 560701/3/84, 560702/4/84, 560703/5/84 all dated 23.07.1984 and all drawn on Punjab National Bank, South Ext., New Delhi for a sum of Rs 12,000/- each' are same.

8.10. In the forged and fabricated Conveyance Deed dated 31.10.2006, the



consideration amount is mentioned as Rs. 1,19,663/-; however, Defendant No. 2 has not placed any document in support thereof. The forged and fabricated documents taken from the custody of Defendant No. 2 on the basis of which Defendant No. 2 has obtained the forged and fabricated Conveyance Deed dated 31.10.2006, are unregistered documents. The same Serial number 12616 as mentioned on the back of the stamp paper executed by Mr. Chander Mohan Gupta in favour of the joint purchasers, has also been copied and is mentioned at the back of the stamp paper of ATS allegedly executed in favour of Defendant No 2.

8.11. Indeed Defendant No. 2 during the trial has produced the forged and fabricated documents, which is evident from the facts that; (i) Defendant No.2 has deliberately chosen not to make any statement as a witness and nor has produced any witness to support his case, (ii) Defendant No. 2 has not even discharged the onus to prove his case [specifically issue no. 2] and (iii) the signature(s) of Mr. Chander Mohan Gupta, which appears on the Perpetual lease deed dated 18.11.1971 [i.e., an admitted document] and other documents [which have been proved and exhibited in these proceedings] are totally different from the signature(s) of Mr. Chander Mohan Gupta affixed on the forged and fabricated documents *qua* the suit property executed in favour of Defendant No. 2 are totally different.

8.12. In view of the aforesaid, this Court be pleased a grant of decree of partition in favour of the Plaintiffs and declare Plaintiff NOS. 1 to 3 jointly, Plaintiff Nos. 4 to 6 jointly and each of the three (3) Defendants as owner of 1/5th undivided share in the suit property.

CASE SET UP BY DEFENDANT NO. 1

9. Defendant No. 2 is liable to 1/5th undivided share in the suit property. The witnesses produced and examined during the trial have established that



the suit property was purchased by the joint purchasers/five brothers in the year 1984.

9.1. Mr. Chander Mohan Gupta had executed an ATS dated 17.08.1984 in favour of all the joint purchaser/five brothers and has duly acknowledged the receipt of total sum of Rs. 1,00,000/-.

9.2. Defendant No. 2 has miserably failed to produce any valid document to substantiate his claim of sole ownership in respect of suit property, as he has neither appeared as a witness in support of his case nor made any attempt to prove the same.

9.3. Infact, Defendant No. 2 is guilty of producing forged and fabricated documents before this Court for which Defendant No. 2 is liable to be tried and punished in accordance of law.

CASE SET UP BY DEFENDANT NO. 2

10. During the arguments, Mr. Surinder Jain, learned counsel for Defendant No. 2 has set up Defendant No. 2's case as under: -

10.1. There is no registered sale deed *qua* the suit property, executed by Mr. Chander Mohan Gupta in favour of the joint owners/five brothers and therefore, the Plaintiffs have no proprietary title in the suit property. Reliance is placed on the judgments of the Supreme Court in **Shakeel Ahmed v. Syed Akhlaq Hussain**¹ and **Sanjay Sharma v. Kotak Mahindra Bank Limited and Others**² as well as the judgment of this Court in **Veeneta v. Jyoti Gupta**³.

10.2. The Plaintiff No. 1/PW-1 on behalf of all the Plaintiffs, during his cross-examination, has admitted that the Plaintiffs have never resided in the suit property and thus, the Plaintiffs have no possessory title in the suit

¹ (2023) 20 SCC 655

² 2024 SCC OnLine SC 4589

³ 2024 SCC OnLine Del 3774



property.

10.3. The onus to prove the issue no. 1 was on the Plaintiffs; however, the Plaintiffs have failed to prove the same. The Plaintiffs have failed to place on record the original ATS dated 17.08.1984 *qua* the suit property allegedly executed by Mr. Chander Mohan Gupta in favour of the joint purchasers/five brothers. Infact, the Plaintiffs have not taken any permission to lead secondary evidence i.e. to prove on record the alleged photocopy of the said ATS dated 17.08.1984. In the alleged registered receipt [Ex. PW-2/1] it is nowhere mentioned that the said receipt is in pursuance of the alleged ATS dated 17.08.1984.

10.4. Defendant No. 2 is the sole and absolute owner of the suit property by virtue of a registered Conveyance Deed dated 31.10.2006 [Ex. PW-5/3] executed by the Delhi Development Authority ['DDA'] exclusively in favour of Defendant No. 2. In the said Conveyance Deed, it is mentioned that sale consideration of Rs.1,19,663/-, was exclusively paid by defendant no. 2 i.e., Ved Prakash Gupta to DDA in respect of residuary rights of DDA *qua* Property No. B-21, Vivek Vihar, Delhi-110095 i.e., the suit property. The same has been proved during the cross examination of the Plaintiff's witness – Mr. Pushpender Kumar [i.e., PW-5]. Thus, Defendant No. 2 has proved the issue no. 2 in favour of Defendant No. 2.

10.5. The onus to prove issue no. 3 was upon the Plaintiffs and the Plaintiffs have failed to prove the same. The Conveyance Deed dated 31.10.2006 is a registered document & as per the Registration Act, 1908 there is a presumption in favour of a registered document that the registration amounts to be notice to all concerned. The Plaintiffs have even failed to rebut this presumption. As such, there is no question of surreptitiously getting the said Conveyance Deed in respect of land



underneath the suit property, executed by Mr. Chander Mohan Gupta exclusively in the name of the defendant no. 2 by fabricating Agreement to Sell ['ATS'] & General Power of Attorney ['GPA'] in respect of the suit property.

Furthermore, the Plaintiffs till date have not taken any legal steps against the said alleged fabrication. The Plaintiff No. 1 while deposing as PW-1, during his cross-examination on 14.02.2024, has admitted that in December 2017, the Plaintiffs have come to know about the existence of the registered Conveyance Deed dated 31.10.2006. However, the Plaintiffs did not take any steps for cancellation of the said Conveyance Deed. Therefore, the Plaintiffs are bound by the registered Conveyance Deed dated 31.10.2006. Reliance is placed on the judgments in **Ramti Devi (Smt.) v. Union of India**⁴ and **Sarita Dua v. Gautam Dev Sood and Others**⁵.

10.6. The Plaintiffs have failed to prove that the ATS and GPA executed by Mr. Chander Mohan Gupta, exclusively in favour of Defendant No. 2 *qua* the suit property are forged and fabricated documents.

10.7. The Defendant No. 2 has also filed an I.A. 584/2024 to contend that the present suit is liable to be rejected under Order VII Rule 11(d) of CPC, as the present suit is barred by Section 54 of the Act of 1882. It is contended that the Plaintiffs have filed the present suit for partition not on the basis of possessory rights but on the basis of an ATS dated 17.08.1984.

The Plaintiffs at paragraph no. 2 of the plaint have mentioned that joint purchasers/five brothers had purchased the suit property; however, there is not even a single averment in the plaint as to how and on which date the suit property was purchased by joint purchasers/five brothers. The

⁴ (1995) 1 SCC 198 [Paragraph No. 2]

⁵ MANU/DE/4166/2023 [Paragraph No. 29, 30, 31 and 32]



Plaintiffs in support of their case have filed various documents; (i) ATS dated 17.08.1984 in favour of the joint purchasers/five brothers, (ii) registered Receipt of Rs. 1,00,000/- dated 17.08.1984, and (iii) Registered GPA dated 17.08.1984 in favour of Smt. Maya Devi [mother of the joint purchasers/five brothers].

However, these documents do not confer any right, title and interest in respect of the suit property in favour of the joint purchasers/five brothers, as there is no registered sale deed in favour of the joint purchasers/five brothers. Reliance is placed on the judgments in **Union of India and Others v. Vasavi Housing Society Ltd. and Others**⁶ and **Balram Singh v. Kelo Devi**⁷.

10.8. The Plaintiffs are not entitled to the relief of partition of the suit property. Accordingly, this Court may be pleased to dismiss the present suit.

CASE SET UP BY THE PLAINTIFFS IN REJOINDER

11. In rejoinder, Mr. R.P. Sharma, has set up the Plaintiffs' case as under:

11.1. Defendant No. 2 has miserably failed to prove that Mr. Chander Mohan Gupta agreed to sell the suit property to Defendant No. 2. It is settled law that without payment of sale consideration, there can be no sale, purchase or transfer of rights in a property.

11.2. The sole document on which Defendant No. 2 has relied upon is an alleged Conveyance Deed dated 31.10.2006, which has been allegedly executed on a misrepresentation of Defendant No. 2 before the DDA with a request to execute a conveyance deed under a special scheme on payment of conversion charges. The recital, thereof, says that Mr. Chander Mohan Gupta had executed power of attorney appointing Mr. Ved Prakash Gupta/

⁶ (2014) 2 SCC 269 [Paragraph nos. 17 to 21]

⁷ 2022 SCC OnLine SC 1283 [Paragraph no. 6]



Defendant No. 2 as his attorney authorizing him to sell the said property on his/her behalf, meaning thereby that Defendant No. 2 claimed to be the attorney of Mr. Chander Mohan Gupta and assured the DDA that the Defendant No. 2 has legally stepped into the shoes of Mr. Chander Mohan Gupta by making payment of sale consideration as per ATS and GPA, both dated 17.08.1984.

11.3. In the present proceedings, Defendant No. 1 has submitted before this Court that Defendant No. 2 is not relying on the ATS and GPA, both dated 17.08.1984. However, it is surprising that Defendant No. 2 himself produced the said GPA and the ATS before this Court on 29.03.2019 and admitted that the aforesaid GPA and the ATS are the documents on the basis of which the Conveyance Deed dated 31.10.2006 was executed and freehold rights in the land were obtained by Defendant No.2 in his favour. Defendant No. 2 has now taken a complete U-turn without any reasonable explanation. The reason for change in stand of Defendant No. 2 is that the said ATS and GPA are forged and fabricated documents and Defendant No. 2 does not want to suffer the consequences of making false averments and filing forged and fabricated documents before this Court.

11.4. The Plaintiffs have relied upon the judgment passed by this Court in the matter of **Sunil Bhareja v. Shyam Lal Goel**⁸ and the judgment passed by the Kerala High Court in **Pathukutty v. Aisakutty**⁹.

11.5. In view of the above, the suit may be decreed in favour of the Plaintiffs and against the Defendant No. 2.

ANALYSIS AND FINDINGS

12. This Court has heard the learned counsels for the parties and perused

⁸ 2024 SCC OnLine Del 9317 [Paragraph no. 21]

⁹ 2014 SCC OnLine Ker 28405 [Paragraph nos. 14, 15, 16, and 22]



the record.

13. In the instant case, initially the two properties (i) property no. B-21, Vivek Vihar, Opposite Ram Mandir, Delhi – 110032 measuring 314.7 sq. yds. [‘Vivek Vihar property’] and (ii) property no. 3065, Gali Kalyan Singh, Ram Bazar, Mori Gate, Delhi – 110006 [‘Mori Gate property’] were the subject matter of the suit property. However, by virtue of the directions passed by the Court the dispute qua the Mori Gate property got settled and the dispute in the present suit now remains only *qua* Vivek Vihar property. Accordingly, the Court vide Order dated 21.10.2019 had framed three [3] issues for the purpose of the final adjudication of the present matter. Accordingly, on the basis of the submissions made by the learned counsels for the parties, averments made in the pleadings and the documents placed on record, this Court will decide the said issues in accordance with law.

Issue No. 1 Whether the Agreement of sale of the suit property was executed by the then owner Chander Mohan Gupta thereof, jointly in favour of the predecessor of plaintiffs no. 1 to 3, predecessor of plaintiff nos. 4 to 6 and each of the three [3] defendants and the payment of the sale consideration of the said property and the registered receipt thereof also executed in favour of the said five persons? [OPP]

14. It is a matter of record that the suit property was allotted by DDA to one, Mr. Chander Mohan Gupta and a perpetual lease deed dated 18.11.1971 was executed in his favour. The copy of the perpetual lease deed was produced by an official of DDA, who was examined as PW-5. The said lease deed was given Mark M. The documents were thereafter proved by official witness PW-6 and marked as Ex. PW-6/1.

15. It is the stand of the Plaintiffs, Defendant No. 1 and Defendant No. 3 that said Mr. Chander Mohan Gupta sold the suit property to five [5] individuals i.e., Mr. Suresh Kumar Gupta, Mr. Naresh Kumar Gupta and Defendant Nos. 1, 2 and 3 for a sale consideration of Rs. 1,00,000/-.



16. It is stated that Mr. Chander Mohan Gupta executed an Agreement to Sell dated 17.08.1984 for a sale consideration of Rs. 1,00,000/- in favour of these five [5] individuals; a registered receipt dated 17.08.1984 recording the payment of entire sale consideration of Rs. 1,00,000/- and a registered GPA dated 17.08.1984 in favour of Smt. Maya Devi, the mother of these five [5] individuals.

17. The Plaintiffs summoned an official from the office of the concerned Sub-Registrar to produce the registered GPA dated 17.08.1984. The official appeared as PW-3 and produced the record. The said GPA has been marked as Ex. PW-3/1.

18. The Plaintiffs summoned an official from the department of Delhi Archives to produce the registered receipt dated 17.08.1984. The official appeared as PW-2 and produced the relevant record. The receipt has been marked as Ex. PW-2/1.

19. The Plaintiffs thereafter summoned an official from the office of the Municipal Corporation of Delhi [‘MCD’] with its record. The official appeared as PW-4 and it produced fourteen [14] documents.

The said official produced a copy of an Agreement to Sell [‘ATS’] dated 17.08.1984 executed by Mr. Chander Mohan Gupta in favour of the five [5] individuals and the same was assigned Mark B. The record of the MCD also included the registered receipt dated 17.08.1984 [Ex.PW-2/1], the registered GPA dated 17.08.1984 [Ex.PW-3/1] and the perpetual lease deed dated 18.11.1971 [Ex.PW-6/1].

The witness produced an office noting dated 01.09.1994 [Ex. PW-4/1], which recorded that Defendant No. 2 has produced these documents and the office noting bears the signatures of Defendant No. 2. The witness/PW-4 confirmed that indeed the said documents have been produced



in the office of the MCD by Defendant No. 2.

20. In addition, the MCD official/PW-4 produced the assessment order dated 04.01.1994 [Ex. PW-4/2], which recorded that Defendant No. 2 had appeared for a hearing dated 04.01.2024 for fixing the proposed Ratable Value of the suit property and has produced the relevant documents including the ATS and GPA. There is a contemporaneous noting dated 04.01.1994 [Ex. PW-4/1] in the MCD record pertaining to the receipt of the relevant documents i.e., ATS which bears the signatures of Defendant No. 2.

21. Upon, a perusal of the testimony of PW-4 as well as the noting dated 04.01.1994 [Ex. PW-4/1] and the assessment order dated 04.01.1994 [Ex. PW-4/2], this Court is satisfied that the ATS dated 17.08.1984 [Mark B], registered receipt dated 17.08.1984 [Ex. PW-2/1] and registered GPA dated 17.08.1984 [Ex. PW-3/1] available in the records of MCD was produced and filed by Defendant No. 2 before MCD on 04.01.1994, during the hearing held for fixing the Ratable Value of the suit property.

The cross-examination of PW-4 by Defendant No. 2 on the veracity of the noting dated 04.01.1994 [Ex. PW-4/1] fails to cast any doubt on the correctness of said noting. In fact, there is no cross-examination of PW-4 by Defendant No. 2 on the assessment order dated 04.01.1994 [Ex. PW-4/2]. The said assessment order itself records that Defendant No. 2 has produced the photocopy of the registered GPA dated 17.08.1984 [Ex. PW-3/1] and the ATS dated 17.08.1984 [Mark B]. The contents of the noting dated 04.01.1994 [Ex. PW-4/1], thus correlate to the contents of assessment order dated 04.01.1994 [Ex. PW-4/2]. Defendant No. 2 does not dispute that the said assessment order was in operation and house tax was paid in accordance with the said order.

Most importantly, Defendant No. 2 elected not to step into the witness



box and thus, never challenged the testimony of PW-4 that the record available with MCD as produced by PW-4 pertaining to the office noting dated 04.01.1994 [Ex. PW-4/1], ATS dated 17.08.1984 [Mark B], registered receipt [Ex.PW-2/1] and GPA [Ex.PW-3/1] were not filed by him before the MCD. There is thus no rebuttal by Defendant No. 2 to the deposition and evidence produced by PW-4.

In view of the aforesaid finding, the copy of the Agreement to Sell dated 17.08.1984 produced by PW-4 and given Mark B, is held to be proved and is hereby assigned Ex. PW-4/5. The Plaintiffs and Defendant Nos. 1 and 3 admit to the veracity of this ATS dated 17.08.1984 [Ex. PW-4/5].

This Court notes that the copy of the lease deed dated 18.11.1971 [Mark A], registered receipt dated 17.08.1984 [Mark C] and registered GPA dated 17.08.1984 [Mark D] filed by the Defendant No. 2 on the record of MCD on 04.01.1994 already stand proved by the official witnesses who appeared as PW-2, PW-3 and PW-6 as Ex. PW-6/1, Ex. PW-2/1 and Ex. PW-3/1 respectively.

22. In light of the testimony of the official witnesses being PW-2, PW-3, PW-4 and PW-6 and the documents produced by them, this Court is satisfied about the existence and genuineness of the following documents:

- i. Perpetual lease deed dated 18.11.1971 [Ex. PW-6/1]
- ii. Agreement to Sell dated 17.08.1984 [Ex. PW-4/5] executed by Mr. Chander Mohan Gupta in favour of five individuals i.e., the Purchasers.
- iii. Registered GPA dated 17.08.1984 executed by Mr. Chander Mohan Gupta in favour of Smt. Maya Devi [PW-3/1]
- iv. Registered receipt dated 17.08.1984 [Ex. PW-2/1] executed by Mr. Chander Mohan Gupta acknowledging receipt of



consideration from the five individuals i.e., the Purchasers.

23. The genuine ATS dated 17.08.1984 [Ex. PW-4/5] was executed by Mr. Chander Mohan Gupta in favour of five [5] individuals i.e., Mr. Suresh Kumar Gupta, Mr. Naresh Kumar Gupta and Defendant Nos. 1, 2 and 3 [collectively referred to as 'Purchasers'] for a sale consideration of Rs. 1,00,000/-. The said ATS at clause 5, records that the possession of the plot/suit property has been given to all the Purchasers.

The registered receipt dated 17.08.1984 [Ex. PW-2/1] duly evidences that the entire sale consideration of Rs. 1,00,000/- was paid over by the Purchasers to Mr. Chander Mohan Gupta on the same date through cheques and cash. The said registered receipt records the names of all the Purchasers.

Mr. Chander Mohan Gupta execute a registered GPA on 17.08.1984 in favour of Smt. Maya Devi, the mother of the Purchasers.

24. On the conjoint reading of the genuine ATS [Ex. PW-4/5], registered receipt [Ex. PW-2/1] and registered GPA[Ex. PW-3/1] it is clear that; (i) Mr. Chander Mohan Gupta had agreed to sell the suit property to Mr. Suresh Kumar Gupta, Mr. Naresh Kumar Gupta Mr. Heera Lal Gupta/Defendant No. 1, Mr. Ved Prakash Gupta/Defendant No. 2, and Mr. Ram Avtar/Defendant No. 3; (ii) Mr. Chander Mohan Gupta had handed over the possession of the suit property to all these five persons; (iii) Mr. Chander Mohan Gupta had received the entire sale consideration of sum of Rs. 1,00,000/- from all these five persons; and (iv) Mr. Chander Mohan Gupta had executed a GPA in favour of Smt. Maya Devi [i.e., the mother of these five persons], with the intent that Smt. Maya Devi had an absolute authority to execute in favour of these five persons.

In view of these documents, this Court is satisfied that in this manner Mr. Chander Mohan Gupta had therefore, transferred the possessory rights



of the suit property in favour of all these five persons and the possession of all these parties is protected by the Section 53A of the Act of 1882. Since this transaction is dated 17.08.1984, the transaction will be governed by unamended Section 53A of the Act of 1882.

25. In view of the aforesaid findings, the issue no. 1 is decided in favour of the Plaintiffs, Defendant Nos. 1 and 3 and against Defendant No. 2.

Issue No. 2 Whether Chander Mohan Gupta, being the then owner of the suit property had agreed to sell the said property exclusively in favour of defendant no. 2 and the defendant no. 2 had paid the entire sale consideration thereof? [OPD2]

Issue No. 3 Whether the defendant no.2 has surreptitiously got executed the Conveyance Deed of freehold rights in the land underneath the suit property in his exclusive name by fabricating Agreement to Sell and Power of Attorney with respect to the said property executed by Chander Mohan Gupta in his exclusive favour? [OPP]

26. Defendant No. 2 in its written statement had relied upon the Conveyance Deed dated 31.10.2006 in favour of Defendant No. 2 to claim exclusive ownership over the suit property. The said Conveyance Deed is executed by DDA in favour of Mr. Chander Mohan Gupta (the original lessee) through its attorney, Defendant No. 2 herein. The said Conveyance deed records that Defendant No. 2 is the purported purchaser of the suit property.

27. Defendant No. 2 along with its written statement did not file any documents on record evidencing purchase of the suit property by Defendant No. 2 from Mr. Chander Mohan Gupta.

28. The Court vide order dated 29.03.2019 directed Defendant No. 2 to produce the originals of the documents evidencing purchase of the suit property, including of payment of consideration thereof. In compliance with the said directions, Defendant No. 2, on 21.10.2019, produced (i) an unregistered GPA dated 17.08.1984 purported to be executed by Mr. Chander Mohan Gupta in favour of Defendant No. 2 [‘disputed GPA’]; and



(ii) an unregistered ATS dated 17.08.1984 [‘disputed ATS’] purported to be executed by Mr. Chander Mohan Gupta in favour of Defendant No. 2. However, Defendant No. 2 has elected not to prove these documents.

29. Defendant No. 2 has contended during oral arguments that the Defendant No. 2 does not rely upon these documents ‘at all’ to substantiate its claim in the suit property. It was argued that Defendant No. 2 only relies upon the Conveyance deed dated 31.10.2006 [Ex. PW-5/3] executed by DDA, which already stands proved by the official witness of DDA/PW-5.

The copy of the disputed unregistered ATS dated 17.08.1984 [Mark L] and copy of the disputed unregistered GPA dated 17.08.1984 [Mark K] relied upon by Defendant No. 2 before DDA for applying for execution of the Conveyance Deed *qua* the suit property has also been placed on record by the official witness of DDA/PW-5. Since the originals of the said disputed documents has been placed on record by Defendant No. 2; thus, for ease of reference, the disputed ATS dated 17.08.1984 and the disputed unregistered GPA dated 17.08.1984 are assigned exhibit numbers as Ex. D-2/1 and D-2/2, respectively. It is clarified that assigning this exhibit number is not intended to record any finding on its genuineness.

30. The Plaintiffs, Defendant No. 1 and Defendant No. 3 have contended that the aforesaid documents i.e., disputed ATS [Ex. D-2/1] and disputed GPA [Ex. D-2/2] filed by Defendant No. 2 before DDA are forged and fabricated.

To substantiate the plea of forgery and fabrication, the Plaintiffs pointed out that the forged ATS [Ex. D-2/2] in its recital at page 1, while recording the mode of payment of consideration amount, contains reference to numbers of five (5) pay orders. It is pointed out that the said numbers correspond to the pay order numbers recorded in the genuine registered



receipt dated 17.08.1984 [Ex.PW-2/1], which was executed by the original allottee Mr. Chander Mohan Gupta in favour of the Purchasers i.e., the five individuals. It is stated that the said pay order numbers could not have been recorded in disputed ATS [Ex. D-2/1] as the registered receipt is not in favour of Defendant No. 2. Defendant No. 2 during oral arguments has been unable to respond to these submissions of the Plaintiffs and has not rebutted the same.

The contents of the registered receipt dated 17.08.1984 [Ex. PW-2/1] records the numbers of the five [5] bank pay orders, which were received by Mr. Chander Mohan Gupta and it was in that regard, the said receipt was issued by Mr. Chander Mohan Gupta in favour of five [5] individuals i.e., Purchasers; and not Defendant No. 2 alone.

Defendant No. 2 has not produced any separate receipt issued in its favour by Mr. Chander Mohan Gupta in regard to the purchase of the suit property. This leads this Court to the conclusion that Defendant No. 2 has extrapolated the pay order numbers mentioned in the registered receipt dated 17.08.1984 [Ex. PW-2/1] into the disputed ATS dated 17.08.1984 [Ex. DW-2/2].

31. As held hereinabove, the Plaintiffs have proved on record the execution of the registered GPA dated 17.08.1984 [Ex. PW-3/1] by Mr. Chander Mohan Gupta in favour of Smt. Maya Devi, the mother of the five individuals i.e., Purchasers.

Defendant No. 2 during the arguments did not dispute the genuineness of the said GPA. In view of the existence of this registered GPA dated 17.08.1984, Defendant No. 2 has been unable to explain as to why Mr. Chander Mohan Gupta would execute an unregistered GPA dated 17.08.1984 [i.e., the disputed GPA – Ex. D-2/2] in favour of Defendant No.



2. In fact, Defendant No. 2 has elected not to prove the alleged disputed GPA at all.

32. Further, this Court has compared the signatures of the executant, Mr. Chander Mohan Gupta and the witness, Mr. Shashi Kapoor affixed on the disputed ATS [Ex. D-2/1] with the signatures of Mr. Chander Mohan Gupta and Mr. Shashi Kapoor affixed on the registered GPA [Ex. PW-3/1]. On a plain reading of the documents and a perusal with naked eyes, this Court is of the considered opinion that the signatures of Mr. Chander Mohan Gupta on these two [2] documents do not match. The altercation and fabrication in the disputed ATS [Ex. D-2/1] as alleged by the Plaintiffs is visible.

The signatures of Mr. Chander Mohan Gupta available in the records of DDA, were also presented before this Court through the documents [i.e., Ex. PW-5/1 and Ex. PW-5/2]. The Ex. PW-5/1 is an affidavit of Mr. Chander Mohan Gupta and Ex. PW-5/2 is a letter issued by Mr. Chander Mohan Gupta; the said documents were produced by the DDA official who appeared as PW-5. The signatures of Mr. Chander Mohan Gupta affixed on Ex. PW-5/1 and Ex. PW-5/2 does not match with his purported signatures affixed on the disputed ATS [Ex. D-2/2] and disputed GPA [Ex. D-2/1], produced by Defendant No. 2 before this Court.

33. At this stage, it would be apposite to refer to the judgment of the Supreme Court in **State of Gujarat v. Vinaya Chandra Chhota Lal Pathi**¹⁰, wherein the Court held that the Court can itself compare the writings in order to appreciate the other evidence produced before it.

34. In view of the aforesaid findings, this Court is of the considered opinion that the disputed ATS dated 17.08.1984 [Ex. D-2/1] and the disputed GPA dated 17.08.1984 [Ex. D-2/2] are forged and fabricated. In



addition, this Court finds that Defendant No. 2 has not proved that he had paid the entire sale consideration to Mr. Chander Mohan Gupta.

35. Accordingly, the issue no. 2 is decided against Defendant No. 2 and in favour of the Plaintiffs, Defendant No. 3 and Defendant No. 5.

36. The official from DDA i.e., PW-5 had produced from his record the forged ATS dated 17.08.1984 [Ex. D-2/2] and the forged GPA dated 17.08.1984 [Ex. D-2/1]; these documents were filed by Defendant No. 2 before DDA for seeking execution of the Conveyance Deed.

37. This Court therefore finds that the forged ATS [Ex. D-2/1] and forged GPA [Ex. D-2/2] were produced by Defendant No. 2 before DDA for applying for execution of the Conveyance deed *qua* the suit property in favour of Defendant No. 2, resulting into execution of the Conveyance Deed [Ex. PW-5/3] by DDA on 31.10.2006.

38. DDA has executed the Conveyance Deed dated 31.10.2006 [Ex. PW-5/3] in favour of Defendant No. 2 by solely relying upon the representations made by Defendant No. 2 on the basis of the forged ATS [Ex. D-2/1] and the forged GPA [Ex. D-2/2]. DDA has therefore been misled by Defendant No. 2 into executing the Conveyance Deed in favour of Defendant No. 2. The said Conveyance Deed is liable to be declared null and void and cancelled.

39. Defendant No. 2 has relied upon the judgment of Supreme Court in **Shakeel Ahmed v. Syed Akhlaq Hussain** (supra) and referred to Section 54 of the Act of 1882 to contend that the Plaintiffs, Defendant No. 1 and Defendant No. 3 cannot assert any ownership rights in the suit property on the strength of the ATS dated 17.08.1984 [Ex. PW-4/5], registered receipt dated 17.08.1984 [Ex. PW-2/1] and registered GPA dated 17.08.1984 [Ex.

¹⁰ 1966 SCC OnLine SC 290 [Paragraph 10]



PW-3/1]. There is no cavil with the aforesaid proposition of Defendant No.2.

However, as held above by this Court, in law the said documents create possessory rights inter se between the parties to this suit, under Section 53A of the Act of 1882. DDA as per its own policy recognizes such possessory rights and permits a purchaser who holds such possessory rights to apply for a Conveyance Deed as is evident from the Conveyance Deed dated 31.10.2006. The Plaintiffs, Defendant No. 1, Defendant No. 2, and Defendant No. 3 have identical possessory rights in the suit property and they are jointly entitled to apply to DDA for execution of a Conveyance Deed in their favour. A similar view has been taken by the Co-ordinate Bench of this Court in **Sunil Bhareja v. Shyam Lal Goel** (supra).

Defendant No. 2 does not have a better right in the suit property on the basis of the forged ATS and the fraudulently obtained Conveyance Deed dated 31.10.2006.

40. Issue no. 3 is accordingly decided against Defendant No. 2 and in favour of the Plaintiff and Defendant Nos. 1 and 3.

41. During the oral arguments, Defendant No. 2 had raised an objection with respect to the present suit being barred by limitation, as the Conveyance Deed was executed in the year 2006 and the present suit was filed in the year 2018. He relied upon the judgment passed by the Supreme Court in **Ramti Devi (Smt.) v. Union of India** (supra). In addition, the Defendant No. 2 contended that the plaintiffs did not take any steps for cancellation of the Conveyance Deed dated 31.10.2006 and therefore, the plaintiffs are bound by the registered Conveyance Deed dated 31.10.2006. He relied upon the judgment passed by this Court in **Sarita Dua v. Gautam Dev Sood and Others** (supra).



42. Admittedly, the existence of the Conveyance Deed dated 31.10.2006 came into the knowledge of the Plaintiffs in the year 2017 and the present suit was filed in the year 2018. Since, it has already been held hereinabove that the said Conveyance Deed dated 31.10.2006 was obtained fraudulently by Defendant No. 2 based on the forged and fabricated documents, the objections raised by Defendant No. 2 *qua* limitation and the binding nature of the registered documents are not sustainable in the overall conspectus of the present case.

Reliefs

43. The Conveyance Deed dated 31.10.2006 at clause 4 categorically records that if DDA discovers that the said deed has been obtained by misrepresentation or fraud, the said deed shall become void. The said clause 4 of the Conveyance Deed dated 31.10.2006 reads as under: -

“4. If it is discovered at any stage that this deed has been obtained by suppressions of any fact or by any mis-statement, mis-representation or fraud, than this deed shall become void at the option of the vendor, which shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the vendor in this regard shall be final and binding upon the purchaser and shall not be called in any proceedings.”

[Emphasis Supplied]

44. Defendant No. 2 ought to have produced the genuine ATS dated 17.08.1984 [Ex. PW-4/5], registered receipt dated 17.08.1984 [Ex.PW-2/1] and registered GPA dated 17.08.1984 [Ex.PW-3/1] before the DDA for execution of a Conveyance Deed *qua* the suit property. However, with an ulterior motive, the Defendant No. 2 presented forged ATS [Ex. D-2/1] and the forged GPA [Ex. D-2/2] and fraudulently obtained the Conveyance Deed dated 31.10.2006 *qua* the suit property in his favour.

45. The record of DDA does not show that DDA undertook any independent verification from Mr. Chander Mohan Gupta in 2006 when



Defendant No. 2 applied for execution of the Conveyance Deed. DDA relied upon the representations of Defendant No. 2 alone and executed the Conveyance Deed, having been misled to believe that the ATS [Ex. D-2/1] and GPA [Ex. D-2/2] was genuine, whereas as held above the same are forged.

46. In view of the aforesaid finding with respect to use of forged documents for obtaining the said Conveyance Deed and in terms of clause 4 of the Conveyance Deed dated 31.10.2006; the said Deed is hereby declared as null and void.

47. It has already been held hereinabove that the following documents relied upon the Plaintiffs qua the suit property are genuine and authentic.

- (i) Perpetual lease deed dated 18.11.1971 [Ex. PW-6/1] executed in favour of Mr. Chander Mohan Gupta
- (ii) Agreement to Sell dated 17.08.1984 [Ex. PW-4/5] executed by Mr. Chander Mohan Gupta in favour of Purchasers/five individuals,
- (iii) Registered GPA dated 17.08.1984 executed by Mr. Chander Mohan Gupta in favour of Smt. Maya Devi [PW-3/1] and
- (iv) Registered receipt dated 17.08.1984 [Ex. PW-2/1]

In view of the aforesaid, this Court is of the considered opinion that Mr. Suresh Kumar Gupta [predecessor of the plaintiff nos. 1 to 3], Mr. Naresh Kumar Gupta [predecessor of the plaintiff nos. 4 to 6], Mr. Heera Lal Gupta/Defendant No. 1, Mr. Ved Prakash Gupta/Defendant No. 2, and Mr. Ram Avtar/Defendant No. 3 were entitled to equal rights in the suit property.

48. Accordingly, it is held that Plaintiff Nos. 1 to 3 [legal heirs of late Mr. Suresh Kumar Gupta] are jointly entitled to 1/5th share, Plaintiff Nos. 4



to 6 [legal heirs of late Mr. Naresh Kumar Gupta] are jointly entitled to 1/5th share, legal heirs of Defendant No. 1 are jointly entitled to 1/5th share, Defendant No. 2 is entitled to 1/5th share and Defendant No. 3 is entitled to 1/5th share in the suit property.

49. The ATS dated 17.08.1984 [Ex. PW-4/5] records possession of the suit property was handed over by Mr. Chander Mohan Gupta to all the five purchasers and there is no evidence on record. Admittedly, the Defendant No. 2 was enjoying the physical possession of the suit property; however, there was no ouster of the other purchasers. In view of the law settled by the Supreme Court in the matter of **Jai Singh v. Gurmej Singh**¹¹, it would be prudent to hold that the possession held by the Defendant No. 2 was for and on behalf of all the Purchasers and not for himself exclusively. The relevant portion of the said judgment reads as under: -

“9. It is to be noted that in the subsequent Full Bench judgment in *Bhartu case* [1981 PLJ 204], the earlier decision in *Lachhman Singh case* [AIR 1970 P&H 304] was distinguished on facts. The principles relating to the inter se rights and liabilities of co-sharers are as follows:

(1) A co-owner has an interest in the whole property and also in every parcel of it.

(2) **Possession of joint property by one co-owner is in the eye of the law, possession of all even if all but one are actually out of possession.**

(3) A mere occupation of a larger portion or even of an entire joint property does not necessarily amount to ouster as the possession of one is deemed to be on behalf of all.

(4) The above rule admits of an exception when there is ouster of a co-owner by another. But in order to negative the presumption of joint possession on behalf of all, on the ground of ouster, the possession of a co-owner must not only be exclusive but also hostile to the knowledge of the other as, when a co-owner openly asserts his own title and denies, that of the other.

(5) Passage of time does not extinguish the right of the co-owner who has been out of possession of the joint property except in the event of ouster or abandonment.

¹¹ (2009) 15 SCC 747



(6) Every co-owner has a right to use the joint property in a husband like manner not inconsistent with similar rights of other co-owners.

(7) Where a co-owner is in possession of separate parcels under an arrangement consented by the other co-owners, it is not open to anybody to disturb the arrangement without the consent of others except by filing a suit for partition.”

[Emphasis Supplied]

50. Accordingly, the parties herein are held to be in joint possession of the suit property.

In case, Defendant No. 2, in any manner, interferes and/or obstruct the possessory rights of the Plaintiffs, Defendant No. 1 and Defendant No. 3 in the suit property, the affected parties will be at liberty to approach the appropriate forum and avail the appropriate remedy in law against Defendant No. 2.

51. Thus, the Plaintiffs, Defendant Nos. 1 to 3 are jointly held entitled to apply to DDA for execution of a fresh Conveyance Deed in their favour qua the suit property in accordance with law. The parties will be liable to bear all costs for execution of the Conveyance Deed as per their respective share. The parties shall approach DDA for completion of formalities within a period of four (4) weeks and DDA will process the said application within a period of four (4) weeks thereafter. Pending the process of execution of the Conveyance Deed, the parties will apply for mutation of their names in the record of DDA as the legal representatives of Mr. Chander Mohan Gupta since all his rights qua the suit property have devolved upon them.

52. In view of the aforesaid findings, this Court deems it fit to grant a decree of partition in favour of the Plaintiffs and Defendant Nos. 1 to 3 in the aforesaid terms. The respective shares of the parties have already been declared at no. 47 above.

53. Since this Court has held that the Conveyance Deed dated 31.10.2006



is null and void, the status of the suit property has reverted to a leasehold property and this property cannot be partitioned by metes and bounds as per the terms of the lease; more so, considering the number of persons partitioned by metes and bounds would even otherwise be impossible. It is therefore directed that parties will be at liberty to sell the suit property with mutual consent through a joint sale and in case of no mutual consent, through public auction. The prayer for partition *qua* suit property is disposed of in terms of these directions.

54. In addition, the parties are hereby permanently enjoined from creating any third-party rights in the suit property in terms of prayer clause (iii) of the plaint, until a Conveyance Deed is executed in favour of all the parties.

Directions *qua* Mori Gate Property

55. Vide order dated 21.10.2019, the Court has observed that the joint ownership of the three defendants and their two brothers [predecessors of the plaintiffs] *qua* the Mori Gate property was not in dispute.

56. In view of the aforesaid, it is held that the Plaintiff Nos. 1 to 3 [legal heirs of late Mr. Suresh Kumar Gupta] are jointly entitled to 1/5th share, Plaintiff Nos. 4 to 6 [legal heirs of late Mr. Naresh Kumar Gupta] are jointly entitled to 1/5th share, legal heirs Defendant No. 1 are jointly entitled to 1/5th share, Defendant No. 2 is entitled to 1/5th share and Defendant No. 3 is entitled to 1/5th share in the Mori Gate property i.e., property no. 3065, Gali Kalyan Singh, Ram Bazar, Mori Gate, Delhi – 110006. The prayer for partition *qua* the said property is disposed of in terms of these directions.

57. It is directed that the parties will be at liberty to sell the said property with mutual consent through a joint sale and in case of no mutual consent, through public auction.

**Directions to DDA**

58. In terms of finding given by this Court at paragraph no. 46 above, the DDA is directed to take note that the registered Conveyance Deed dated 31.10.2006 executed in favour of Defendant No. 2 is null and void; the same shall be corrected in the records of the DDA.

59. This Court has held that the original allottee, Mr. Chander Mohan Gupta has sold the suit property to the parties herein through ATS dated 17.08.1984 and has received 100% consideration as well as parted with physical possession. In view of the said finding, DDA is directed to process the application for execution of the Conveyance Deed qua the suit property in favour of these parties within four (4) weeks as directed above.

60. Pending the application for execution of Conveyance Deed, DDA will nevertheless mutate the name of the parties herein in its records.

Directions to the concerned Sub-Registrar

61. This Court is conscious of the binding nature of a registered document; however, in the facts of the present case the registered document which is Conveyance Deed dated 31.10.2006 has been fraudulently obtained. The said document has already been declared as null and void and therefore, this Court deems it fit to direct the concerned sub-registrar to cancel the registry of the Conveyance Deed dated 31.10.2006.

62. A copy of the judgment be sent to DDA, the concerned Sub-Registrar and MCD for their respective necessary actions and compliance.

Directions to MCD

63. Defendant No. 2 on the strength of the forged ATS dated 17.08.1984 [Ex. D-2/1] and forged GPA dated 17.08.1984 [Ex. D-2/2] and Conveyance Deed dated 31.10.2006 approached MCD in the year 2010 to have the suit property mutated in his favour. In view of the aforesaid finding, vis-à-vis



these documents the mutation order dated 21.01.2011 passed by MCD is also set aside. MCD is directed to mutate the suit property in favour of the parties to this suit, within four (4) weeks from receipt of an application from the parties.

Conclusion

64. The findings returned and directions issued by the Court are summarised as under: -

- a. The Conveyance Deed dated 31.10.2006 executed by DDA in favour of Defendant No. 2/Mr. Ved Prakash Gupta *qua* the suit property is null and void.
- b. The documents being perpetual lease deed dated 18.11.1971, ATS dated 17.08.1984 in favour of the five individuals/Purchasers, GPA dated 17.08.1984 in favour of Smt. Maya Devi and the registered receipt dated 17.08.1984; all executed by Mr. Chander Mohan Gupta are genuine and authentic documents.
- c. The parties herein are entitled to their respective shares in the properties being (i) property no. B-21, Vivek Vihar, Opposite Ram Mandir, Delhi – 110032 measuring 314.7 sq. yds. and (ii) property no. 3065, Gali Kalyan Singh, Ram Bazar, Mori Gate, Delhi – 110006 in terms of paragraph nos. 48 and 56 hereinabove, respectively.
- d. The parties are entitled to jointly apply for the execution of the conveyance deed *qua* the suit property before the DDA in terms of paragraph no. 51 hereinabove.
- e. The parties are permanently enjoined from creating any third-party rights in the suit property until a conveyance deed *qua* the suit property is executed in favour of all the parties.
- f. The specific directions *qua* DDA, concerned Sub-Registrar, and MCD



are mentioned in paragraph nos. 58 to 63 hereinabove.

65. With the aforesaid directions, this suit along with pending applications, if any, stands disposed of.

66. The Court Master is directed to mark the exhibit numbers i.e. Ex. D-2/1, Ex. D-2/2, and Ex. PW-4/5 on the documents, which are disputed Agreement to Sell dated 17.08.1984, disputed General Power of Attorney dated 17.08.1984 and genuine Agreement to Sell dated 17.08.1984, respectively.

67. The Plaintiffs are held entitled to legal costs of Rs. 5 lakhs to be paid by Defendant No. 2 within four (4) weeks.

68. The registry is directed to draw up a decree in terms thereof.

**MANMEET PRITAM SINGH ARORA
(JUDGE)**

September 26, 2025/hp/MG

Click here to check corrigendum, if any