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* IN THE HIGH COURT OF DELHI AT NEW DELHI

BEFORE

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

\+ **CS(OS) 1226/2014**

RAKESH SINGH
S/0 LATE SH. MAHESH SINGH
R/O H. NO. E-986, LGF, CR PARK
NEW DELHI -110019 .....Plaintiff

(Through: Mr. Manish Pratap Singh, Advocate.)

versus

AMIT KUMAR
S/O SH. OM .KANWAR SINGH
R/O H. NO. 770, V.P.O. MUNDKA
DELHI-110041 ....Defendant No.1

SUNITA GARG
W/O SH. VIJENDRA KUMAR GARG
R/O KUMAR STEELS, AMBALA ROAD,
JAGADHARI, HARYANA – 135003 ....Defendant No.2

VIJENDRA KUMAR GARG
S/O SH. NANDLAL GARG
R/O KUMAR STEELS, AMBALA ROAD,
JAGADHARI, HARYANA – 135003 ....Defendant No.3

(Through: Mr. Sudhir Naagar, Mr. Aditya Chauhan and Mr. Piyush Aggarwal, Advocates.)

\+ **CS(OS) 2031/2014**

SUNITA GARG
(THROUGH CONSTITUTED ATTORNEY)
W/O VIJENDER KUMAR GARG
R/O KUMAR STEELS
AMBALA ROAD, JAGADHARI
HARYANA - 135003 .....Plaintiff

(Through: Mr. Sudhir Naagar, Mr. Aditya Chauhan and Mr. Piyush Aggarwal, Advocates.)

versus

RAKESH SINGH
S/O LATE MAHESH SINGH
R/O HOUSE NO. E - 986, L.G.F.
NEW DELHI – 110019 .....Defendant No.1

AMIT KUMAR
S/O OM KANWAR SINGH
R/O HOUSE NO. 770
V.P.O. MUNDKA
NEW DELHI – 110041 .....Defendant No.2
(Through: Mr. Manish Pratap Singh, Advocate for D-1.)

% Reserved on: 13.10.2025
Pronounced on: 14.11.2025

JUDGMENT

The present dispute concerns property bearing No. D-94, LIC Colony, Jeevan Niketan, Paschim Vihar, Delhi- 110093 (*hereinafter referred to as the "suit property*") and involves two set of parties laying claims on the suit property on the basis of their respective set of documents. The central controversy between the parties pertains to the ownership and title of the suit property, the genuineness of the sale deeds dated 19.06.2003 and 27.12.2012, and the alleged collusion and acts of forgery committed in attempting to unlawfully transfer and appropriate the suit property.

2. Both suits were tagged for an analogous hearing, and the fate of one will decide the fate of the other.

COMMON FACTUAL MATRIX

3. For the sake of brevity and convenience of reference, the parties shall hereinafter be referred to as under: -

- Mr. Rakesh Singh- Plaintiff in CS(OS) 1226/2014 and Defendant No.1 in CS(OS) No. 2031/2014 – hereinafter referred to as '*the subsequent purchaser*'
- Mr. Amit Kumar- Defendant No.1 in CS(OS) 1226/2014 and Defendant No. 2 in CS(OS) No. 2031/2014- hereinafter referred to as '*the intermediate buyer* '
- Ms. Sunita Garg - The original owner in CS(OS) 1226/2014 and Plaintiff in CS(OS) No. 2031/2014- hereinafter referred to as '*the original owner'*.

4. The suit property was originally allotted by the Delhi Development Authority (DDA) and subsequently converted to freehold. The original owner obtained a registered conveyance deed from DDA dated 12.12.2002 (Document No. 7291), upon which she claims to have taken vacant possession and constructed two rooms and a kitchen. She asserts continuous, uninterrupted possession and ownership of the suit property since then.

5. According to the subsequent purchaser, sometime prior to 2012, the intermediate buyer represented himself to be the lawful owner of the suit property, claiming to have acquired it from the original owner through a registered sale deed dated 19.06.2003. On the basis of this representation, and through the intervention of brokers, the subsequent purchaser entered into a transaction with the intermediate buyer for the purchase of the suit property.

6. On 27.12.2012, a sale deed was executed by the intermediate buyer in favour of the subsequent purchaser for an alleged sale consideration of Rs. 1,86,30,150/-, stated to have been paid through banking channels. The subsequent purchaser further incurred expenses towards stamp duty and registration charges, bringing the total transaction value to Rs. 1,99,34,762/-. The possession of the property was allegedly delivered to him upon execution of the sale deed, and he claims to have stationed a security guard to maintain physical control.

7. The subsequent purchaser states that he verified the DDA conveyance deed of 2002, found it genuine, and that the mortgagee bank also accepted the title when sanctioning a housing loan. However, on 16.02.2013, he was allegedly dispossessed by one Vijender Kumar Garg, who purportedly acted on behalf of the original owner and forcibly entered the premises, threatening his guard and retaking possession.

8. However, it is contended by the original owner that it was at this juncture that she discovered the existence of two alleged sale deeds, one dated 19.06.2003, purportedly executed by her in favour of the intermediate buyer

and another dated 27.12.2012, executed by the intermediate buyer in favour of the subsequent purchaser.

9. Upon verification from the Sub-Registrar, she claims to have found that no such sale deed dated 19.06.2003 exists in the official records corresponding to the particulars relied upon by the other side. She contends that both sale deeds are forged and fabricated, created with the intent to usurp her property.

10. The original owner filed multiple complaints leading to registration of FIR No. 224/2013 at Police Station Mianwali Nagar under Sections 468, 471, 120-B IPC, naming the intermediate buyer and others. During the investigation, it allegedly emerged that although the 2012 sale deed reflected payment of ₹1,86,30,150/- *via* RTGS, the funds were routed back to the subsequent purchaser through interlinked accounts of his own entities, rendering the transaction a sham. It was also discovered that the subsequent purchaser had mortgaged the property with Capital First Ltd. to secure a loan of Rs. 3,50,00,000/- using the impugned sale deed as proof of title.

11. The original owner maintains that both the 2003 and 2012 sale deeds are void *ab initio* and constitute part of a fraudulent conspiracy between the intermediate buyer, the subsequent purchaser to create a false chain of title and deprive her of lawful ownership.

PROCEEDINGS BEFORE THE COURT

12. The intermediate buyer failed to file a written statement in both suits, and his right to do so was closed. Moreover, in both suits, the subsequent purchaser failed to lead any evidence despite multiple opportunities, resulting in the closure of his right to adduce evidence.

13. The original owner, however, contested CS(OS) 1226/2014, asserting that she is the lawful owner of the suit property. However, since the subsequent purchaser failed to lead any evidence, the original owner also opted not to lead any evidence.

14. In CS(OS) 1226/2014, the following issues were framed *vide* order dated 22.05.2019:-

> *1) Whether the Sale deed dated 27th December, 2012 confers any right, title or interest in the suit property upon the Plaintiff? OPP*
> *2) Whether the Plaintiff is entitled to declaration as sought in the Suit? OPP*
> *3) Whether the Plaintiff is entitled to mandatory injunction as sought in the suit? OPP*
> *4) Whether the Plaintiff is entitled to any money decree against Defendant No. 2 and 3? OPP*
> *5) Whether the Suit filed by the Plaintiff is not properly valued and proper court fees is not paid? OPD*
> *6) Whether the Plaintiff has filed the suit in connivance with Defendant No. 1? OPD*

15. Furthermore, the following issue was framed in CS(OS) No. 2031/2014, *vide* order dated 22.05.2019: -

> *1) Whether the suit has not been valued properly, and proper court fee has not been paid? OPD*

16. In CS(OS) No. 2031/2014, the original owner examined the following witnesses and exhibited the following documents: -

> *PW1 – Vijender Kumar Garg: Exhibit PWl/1 to PWl/14(also CW-1 to CW-14)*
> *PW2 – SI Umesh Singh: Exhibit PW2/1 – Charge sheet.*

PW3 – Digvijay Singh: Exhibit PW3/1 – Statement of account (M/s Jiya AgroPvt. Ltd.).
PW4 – Satish Kumar: Exhibit PW4/1 – Statement of account (The original owner).
PW5 – Jai Prakash: Exhibit PW5/1 – Statement of account (M/s Shyam Trading Co.).
PW6 – Ms. Shruti Sinha: Exhibit PW6/1 – Bank statements (the intermediate buyer and Boom Pvt. Ltd.).
PW7 – Mr. Vivek Yadav: Exhibit PW7/1 – Registrar record (No sale deed executed).
PW8 – Prithvi Singh: Exhibit PW8/1 – Statement of account (M/s Boom Agro India Pvt. Ltd.).
PW9 – K. Sundar Mahalingam: Exhibit PW9/1 – Records (Shiv Shakti Enterprises).

Submissions

17. Mr. Sudhir Nagar, learned counsel appearing for the original owner, submits that the onus of proving the issues rested upon the subsequent purchaser. He submits that despite being granted repeated opportunities, the subsequent purchaser failed to lead any evidence in support of his case and consequently, did not discharge the onus cast upon him.

18. Mr. Nagar submits that these issues, therefore, deserve to be decided against the subsequent purchaser. He contends that even on merits, the subsequent purchaser's own statement recorded before this Court on 28.09.2018 clearly reveals that the alleged transactions between the subsequent purchaser and the intermediate buyer were sham and that no sale consideration was ever exchanged. Learned counsel also submits that the subsequent purchaser is not in possession of the suit property and has admittedly not paid

any consideration to the original owner, with whom he has no privity of contract.

19. Learned counsel further submits that the purported sale deed dated 19.06.2003 in favour of the intermediate buyer was never proved and, as borne out from the records of the Sub-Registrar, was forged and non-existent.

20. Learned counsel submits that with respect to Issue No. 6, the subsequent purchaser's own statement recorded on 28.09.2018, makes it evident that Boom Buying Pvt. Ltd. and Boom Agro Pvt. Ltd. were his own companies. He further submits that the subsequent purchaser also admitted that Shiv Shakti Traders paid him Rs. 50 lakhs, and Jiya Agro Pvt. Ltd. paid him Rs. 75 lakhs. Learned counsel submits that these two entities were the conduits through which the intermediate buyer had channelled back substantial sums to the subsequent purchaser. Learned counsel appearing for the original owner submits that the subsequent purchaser failed to file any replication or rebuttal to the written statement, or to contest the documents, such as the FIR, charge sheet, and the letter from the Sub-Registrar, which further strengthens the inference that the subsequent purchaser was acting in collusion with the intermediate buyer.

21. Mr. Nagar further submits that as regards Issue No. 5, the subsequent purchaser has deliberately undervalued the suit and evaded payment of the requisite *ad valorem* court fees. He points out that the actual market value of the suit property is approximately Rs. 5 crores, whereas the subsequent purchaser has valued it at Rs. 2,03,22,404/. Learned counsel appearing for the original owner submits that the subsequent purchaser's deliberate failure to pay proper court fees renders the suit liable to dismissal *in limine.*

22. Though the subsequent purchaser has failed to lead any evidence in both suits, Mr. Manish Pratap Singh, learned counsel appearing for the subsequent purchaser, submits that he is a *bona fide* purchaser of the suit property, having purchased the same for valuable consideration through a registered sale deed dated 27.12.2012.

23. Mr. Singh submits that the claim of the original owner cannot be sustained against the subsequent purchaser, as the latter had duly paid a sum of Rs.1,86,30,150/- to the intermediate buyer through legitimate banking transactions. On the contrary, it is averred that the conduct of the original owner and the intermediate buyer indicates that they acted in collusion to defraud the subsequent purchaser.

24. Learned counsel appearing for the subsequent purchaser also submits that the original chain of title documents came into the possession of the subsequent purchaser, who had mortgaged the same with Capital First Ltd. while availing a loan. It is stated that the original owner has failed to explain how these original documents came into the possession of the subsequent purchaser. Further, it is stated that the original owner did not lodge any FIR for the alleged loss of original title documents, nor did she summon any official from the DDA or the Sub-Registrar's office to prove the authenticity of the alleged original conveyance deed relied upon by her. Therefore, Mr. Singh states that the original owner has failed to establish the genuineness of her title documents.

25. Learned counsel appearing for the subsequent purchaser submits that the original owner has not entered the witness box to depose that she never

executed the said sale deed in favour of the intermediate buyer, thereby avoiding cross-examination. According to Mr. Singh, her medical condition at the relevant time, as stated by her, also indicates that she may have executed the sale deed under financial compulsion or out of necessity, and her present claim is an afterthought.

26. Learned counsel appearing for the subsequent purchaser submits that the entire sale consideration was paid from the personal account, and not a single penny was returned by the intermediate buyer or any related entity. He states that the transaction was genuine and supported by the Agreement to Sell dated 14.12.2012.

27. Furthermore, learned counsel appearing for the subsequent purchaser also submits that he has suffered irreparable and monetary loss in the entire transaction, whereas the original owner has suffered none, as she continues to be in possession of the property. The entire set of circumstances clearly shows that the original owner, in collusion with the intermediate buyer, concocted a false story to deprive the subsequent purchaser of the legitimate title acquired through a lawful transaction.

28. I have heard learned counsel appearing for the parties and have perused the record.

ANALYSIS

29. It is manifest that the suits arise out of competing claims to the suit property. The claims have been levelled on the basis of two different sets of documents and the nature of reliefs prayed therein suggests that they are not mutually consistent and cannot be harmonized.

30. Apart from the delineation of the rival facts emerging from the instant suits hereinabove, it is pertinent to reiterate that the subsequent purchaser has failed to lead any evidence in both the suits. The intermediate buyer has been proceeded *ex parte,* and the original owner also did not lead any evidence in the first suit, whereas, in the second suit, she has led the evidence.

31. To comprehensively deal with the instant controversy, it is deemed appropriate to first deal with the suit bearing CS(OS) No. 2031/2014, as the original owner has led evidence therein. Needless to state, the fate of CS(OS) No. 2031/2014 will have significant bearing on the adjudication of CS(OS) No. 1226/2014, as the claims made in both the suits are mutually exclusive.

CS(OS) No. 2031/2014

32. By way of the instant suit, the original owner asserts title to the suit property by virtue of a duly executed and registered conveyance deed dated 12.12.2002, exhibited as CW-1/2, while disputing the claim of title set up by the opposing party on the basis of an alleged sale deed dated 19.06.2003, contending that the said document is forged, fabricated, and not borne out by the official records of the registering authority.

33. At this juncture, it is apposite to recapitulate the settled legal position governing the proof and validity of a conveyance deed.

34. A sale deed derives its validity only when it is executed by a person lawfully entitled to transfer the property, duly stamped, and registered in accordance with Section 54 of the Transfer of Property Act, 1882, and Section 17 of the Registration Act, 1908. The essential ingredients of a valid conveyance include lawful ownership or authority, voluntary execution, proper

consideration, and due registration. The Supreme Court in ***Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana***[1] reiterated that ownership of immovable property can be transferred only through a duly executed and registered deed of conveyance in accordance with Section 54 of the Transfer of Property Act, 1882 and the Registration Act, 1908. It was held that until a sale deed is validly executed and registered, legal title remains vested in the transferor, and no right, title, or interest passes to the transferee. The relevant extract of the aforenoted decision reads as under: -

> *"16. Section 54 of the TP Act makes it clear that a contract of sale, that is, an agreement of sale does not, of itself, create any interest in or charge on such property. This Court in NarandasKarsondas v. S.A. Kamtam [(1977) 3 SCC 247] observed: (SCC pp. 254-55, paras 32-33 & 37)*
>
> > *"32. A contract of sale does not of itself create any interest in, or charge on, the property. This is expressly declared in Section 54 of the Transfer of Property Act. (See Ram Baran Prasad v. Ram Mohit Hazra [AIR 1967 SC 744 : (1967) 1 SCR 293] .) The fiduciary character of the personal obligation created by a contract for sale is recognised in Section 3 of the Specific Relief Act, 1963, and in Section 91 of the Trusts Act. The personal obligation created by a contract of sale is described in Section 40 of the Transfer of Property Act as an obligation arising out of contract and annexed to the ownership of property, but not amounting to an interest or easement therein.*
> >
> > *33. In India, the word 'transfer' is defined with reference to the word 'convey'. ... The word 'conveys' in Section 5 of the Transfer of Property Act is used in the wider sense of conveying ownership.*
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> > ***
> >
> > *37. ... that only on execution of conveyance, ownership passes from one party to another…."*
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> *17. In RambhauNamdeoGajre v. Narayan Bapuji Dhotra [(2004) 8 SCC 614] this Court held: (SCC p. 619, para 10)*
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> > *"10. Protection provided under Section 53-A of the Act to the proposed transferee is a shield only against the transferor. It*

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[1](2012) 1 SCC 656

> *disentitles the transferor from disturbing the possession of the proposed transferee who is put in possession in pursuance to such an agreement. It has nothing to do with the ownership of the proposed transferor who remains full owner of the property till it is legally conveyed by executing a registered sale deed in favour of the transferee. Such a right to protect possession against the proposed vendor cannot be pressed into service against a third party."*
>
> *18. It is thus clear that a transfer of immovable property by way of sale can only be by a deed of conveyance (sale deed). <u>In the absence of a deed of conveyance (duly stamped and registered as required by law), no right, title or interest in an immovable property can be transferred."</u>*

35. Furthermore, under Sections 17 and 49 of the Registration Act, 1908, registration of an instrument of conveyance relating to immovable property is a statutory requirement, and non-registration renders such an instrument inadmissible in evidence, incapable of conveying title, and without any legal effect in the eyes of law.

36. Registration, being a solemn act of the State, serves as public notice of ownership and ensures authenticity, finality, and transparency in property transactions. Accordingly, a document purporting to transfer title, if not duly registered, cannot be relied upon to defeat or derogate from a registered conveyance validly executed in accordance with law.

37. In the aforesaid context, it is also apposite to peruse the law under Sections 61 to 65 and Section 67 of the Indian Evidence Act, 1872 which mandates that the execution of a document must be proved either by the person who executed it or by other competent witnesses acquainted with the execution thereof. Where the document is a registered instrument, the production of the original document or its certified copy from the office of the Sub-Registrar

serves as primary evidence of both execution and registration. In the absence of any such proof, the document cannot be said to have been duly proved.

38. Turning to the facts and evidence of the instant case, the subsequent purchaser and the intermediate buyer, on whom the *onus probandi* lay to prove the respective sale deeds propounded by them, have not examined any official witness from the Sub-Registrar's office, nor produced the original or certified copy of the alleged deed. In the absence of such proof, this Court is constrained to conclude that the document has not been proved in accordance with law and, being unregistered, is inadmissible in evidence and devoid of legal efficacy.

39. *Per contra*, the conveyance deed dated 12.12.2002 exhibited as CW-1/2, being registered and duly executed for valuable consideration, constitutes conclusive evidence of lawful ownership and confers valid title upon the original owner. Its registration, execution, and possession stand uncontroverted on record.

40. In order to further establish that the conveyance deed dated 12.12.2002 is a valid deed and that the alleged sale deeds dated 19.06.2003 and 27.12.2012 are forged and fabricated, the original owner examined PW-1, Shri Vijender Kumar Garg, who deposed as the constituted attorney and husband of the plaintiff. PW-1 tendered his affidavit Ex.PW-1/A in evidence, relying upon documents Ex.PW-1/1 to Ex.PW-1/14. His testimony sets out the foundational facts relating to the execution of the conveyance deed dated 12.12.2002, the ownership of the suit property, and the subsequent acts of alleged forgery. The Power of Attorney (Ex.CW-1/1) was duly proved as executed by the plaintiff. It is also noted that during cross-examination, PW-1 remained consistent and

unrebutted on all material aspects, including his assertion that the plaintiff had no knowledge of the alleged sale deed dated 19.06.2003 until July 2013.

41. It is also noted that PW-2, SI Umed Singh, the Investigating Officer of FIR No. 224/2013, produced the charge-sheet and corroborated the existence of a criminal investigation into the alleged forgery and fraudulent registration of title documents.

42. Moreover, PW-3 to PW-6 are bank officials from various financial institutions who produced certified copies of statements of account, accompanied by certificates under the Bankers' Books Evidence Act. The records so produced, exhibited as Ex.PW-3/1 to Ex.PW-6/1, collectively demonstrate the circular movement of the purported sale consideration among interlinked accounts of the subsequent purchaser and intermediate buyer, substantiating the plea taken by the original owner that no actual consideration was ever made by the subsequent purchaser to the intermediate buyer or the original owner. Notably, no endeavour was made by the subsequent purchaser to counter the purportedly suspicious and circular nature of this transaction.

43. More importantly, the testimony of PW-7, Vivek Yadav, Record Keeper from the office of Sub-Registrar-II, Basai Darapur, is perused, who produced the official Peshi Register dated 19.06.2003 (Ex.PW-7/1) and confirmed discrepancies between the entries in the office record and the particulars of the alleged sale deed exhibited as Ex.PW-1/10. The aforesaid evidence is of material significance, as it establishes that the impugned sale deed dated 19.06.2003 did not correspond with the official registration records, thereby casting a doubt on its authenticity. The official communication dated

26.07.2013 exhibited as Ex CW-1/9 further corroborates this position, establishing that no such deed was registered in the name of the original owner. Furthermore, the official communication dated 26.07.2013 exhibited as CW-1/9 further corroborates this position, establishing that no such deed was registered in the name of the original owner.

44. Thus, in view of the aforesaid delineation, the sale deed dated 19.06.2003, as relied upon by the subsequent purchaser, remains unproved and is devoid of any evidentiary or legal value and cannot confer ownership or title.

45. Moreover, the oral and documentary evidence on record, including the testimony of PW-1, conclusively proves that the conveyance deed dated 12.12.2002 was lawfully executed, duly registered, and supported by valid consideration, thereby vesting ownership of the suit property in the original owner.

46. Accordingly, this Court holds that the original owner is the lawful owner of the suit property by virtue of the registered conveyance deed dated 12.12.2002, and continues to hold a valid and subsisting title. There is no evidence on record to hold that the original owner parted with her title at any point of time and the documents purporting to suggest the same remain unproved.

47. Thus, the suit bearing no. CS(OS) No. 2031/2014 by the original owner is decreed.

48. A decree is passed declaring the sale deed dated 19.06.2003, purportedly between Mr. Amit Kumar and Ms. Sunita Garg, and the subsequent sale deed dated 27.12.2012, purportedly between Mr. Amit Kumar and Mr. Rakesh

Singh, as null and *void,* illegal, inoperative, ineffective, *non-est* and *void ab initio*. Furthermore, a decree of mandatory injunction is also passed restraining Mr. Rakesh Singh and Mr. Amit Kumar, their agents, associates, representatives, or any other person acting on their behalf, from interfering with the peaceful possession of Ms. Sunita Garg over the suit property**.**

49. Let a decree sheet be drawn accordingly. Costs of the suit, including the counsel fee of Ms. Sunita Garg, be borne by Mr Rakesh Singh.

<u>CS(OS) No. 1226/2014</u>

50. In the instant case, the subsequent purchaser's claim of ownership was founded on the registered sale deed dated 27.12.2012 and the alleged payment of consideration to the intermediate buyer.

51. Since no evidence was led by the subsequent purchaser, the Court is constrained to limit itself to the pleadings and the limited record available in the suit.

52. It is apposite to note that the record includes, *inter alia*, a statement from the subsequent purchaser recorded on 28.09.2018, which contains admissions adverse to his present case. *Vide* order dated 28.09.2018, the Court observed that the subsequent purchaser himself admitted receiving substantial sums through these entities, corroborating the original owner's plea that no genuine consideration had passed. The Court further recorded that the intermediate buyer, the key link in the purported transaction, had remained absent, had not established any right to sell the property, and that there was no privity of contract between the subsequent purchaser and the original owner. Accordingly,

the Court rejected the subsequent purchaser's application for an injunction and proceeded *ex parte* against the intermediate buyer.

53. Moreover, the subsequent purchaser claims to have paid a total sale consideration of Rs. 1,86,30,150/-, and further asserts that the original title documents came into his possession and were subsequently mortgaged to a finance company. Merely because the subsequent purchaser managed to mortgage the suit property on the basis of title documents, which have not been proved in accordance with the law, it does not result in any conferment of title upon him. In fact, it goes on to indicate towards another deceptive transaction.

54. However, these assertions are not substantiated by any oral testimony or primary documentary evidence on record. It is further seen that the sale deed dated 27.12.2012, under which the subsequent purchaser purports to derive title, also remains unproved, as neither its execution nor the payment of consideration has been established. In the absence of such proof, the Court holds that the subsequent purchaser fails to discharge the statutory burden of proof required to establish ownership or lawful title over the suit property.

55. Moreover, the alleged sale deeds dated 19.06.2003 and 27.12.2012, propounded by the intermediate and subsequent purchasers respectively, have already been adjudicated upon in CS(OS) No. 2031/2014 and held to be unproved, inadmissible in evidence, and devoid of any legal efficacy.

56. Furthermore, the sale deed dated 19.06.2003, which purportedly conferred title upon the intermediate buyer and forms the foundational link through which the subsequent purchaser claims ownership, has been expressly declared null and void. Once the title of the intermediate buyer stands

extinguished and is not proved in accordance with law, the subsequent purchaser, claiming through him, cannot assert or derive any better title than that of his predecessor-in-interest. In such a case, the claim of the subsequent purchaser stands ousted on the basis of the principle captured by the maxim *nemo dat quod non habet*, simply meaning that one cannot give what he does not have.

57. Furthermore, the subsequent purchaser has not led any official witness or authentic record from the office of the Sub-Registrar to controvert the assertion of the original owner or to substantiate their execution.

58. In the present proceedings, the subsequent purchaser has also failed to adduce any credible or cogent evidence to dislodge or rebut the findings recorded in CS(OS) No. 2031/2014 or to establish the validity of his own claim.

59. Accordingly, the impugned sale deeds remain *void ab initio* and devoid of any legal sanctity, and the subsequent purchaser is precluded from asserting any lawful right, title, or interest in the suit property.

60. In the present set of suits, it is essential to note that the subsequent purchaser and intermediate buyer have conveniently refrained from stepping into the witness box to depose in support of their version on oath. Whereas, the act of a party to not depose before the Court remains a voluntary act, however, when a party fails to step into the witness box despite adverse evidence being led against it, it naturally raises an adverse inference against the credibility of the version of such party. In the present case, in fact, it appears that the concerned parties have consciously refrained from deposing on oath so as to

prevent any exposure to perjury. Be that as it may, the fact remains that the only sale/conveyance deed which has been proved in accordance with the law is the first deed dated 12.12.2002, and the subsequent sale deeds have neither been traced in the public record nor proved by any other evidence.

61. Consequently, the entire foundation of the subsequent purchaser's case remains unproven, and his claims for declaration of title, recovery of possession, and the alternative money decree must necessarily fail.

62. Accordingly, the instant suit stands dismissed. The entire cost be borne by Mr. Rakesh Singh, including the counsel fees of Mr. Sunita Garg.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

NOVEMEBER, 14, 2025
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