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

+ RFA 311/2026, CM APPL. 21502-21504/2026

SMT LATA

.....Appellant

Through: Mr. Rajiv Kumar Trivedi, Adv.

versus

SH NAVAL KUMAR GOYAL URF NAVAL
& ANR.

.....Respondents

Through: None.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

06.04.2026

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1. Appeal under Section 96 read with Order XLI of CPC has been filed on behalf of the Appellant against Judgment and Decree dated 03.01.2026, whereby Suit of the Plaintiff / Appellant for Possession, Damages, Permanent Injunction and Specific Performance, has been dismissed.
2. Plaintiff / Appellant had filed the Civil Suit bearing CS DJ No.92/2019 for Specific Performance of Agreement to Sell dated 30.10.2017 and consequential Possession, Damages and *mesne profits*. Facts in brief, as stated in the Plaint were that Sh. Naval Kumar Goyal / Respondent No.1 was erstwhile owner of Suit Property bearing No.C-300/10 (Part) admeasuring 10x8 sq. fts., Chinyot Basti, Multani Dhanda, Pahar Ganj, New Delhi. He sold the Property to the Plaintiff / Appellant Smt. Lata for sale consideration of Rs.5,00,000/-, vide sale documents, i.e. GPA, Agreement to Sell, Will, Receipt etc.
3. At the time of sale, Defendant No.1 handed over symbolic possession of the Suit Property to the Plaintiff and promised that actual physical



possession shall shortly be handed over, after getting the premises vacated from Smt. Sheela / Defendant No.2. Defendant No.1 further told the Plaintiff that he had given the Suit Property to Defendant No.2 as security and he assured that he would get the property vacated soon from Smt. Sheela, after paying back her security amount.

4. Defendant No.2 / Smt. Sheela, in the presence of Defendant No.1 and Husband of Plaintiff, also assured and promised the Plaintiff that she would vacate the said shop within one month, as she was searching for an alternate accommodation and on finding one, she would vacate the said property. Since, Defendant No.1 was known to the Plaintiff, she believed the assertions made by him. Consequently, the entire sale consideration was paid to Defendant No.1, who then executed the entire sale documents.

5. After one month of purchasing the property, Plaintiff requested Defendant No.1 to get the Suit Property vacated and hand over vacant peaceful possession. Defendant No.1 kept on asking for more time and assuring that he would soon get the same vacated. Defendant No.2 also kept on avoiding vacating the Suit Premises, on the pretext that she was still searching for alternate accommodation.

6. Plaintiff claimed to be sole and absolute owner of the Suit Property, filed a Suit for Possession; Damages of Rs.2,10,000/- w.e.f. 01.12.2017 till filing of the suit with *pendent lite* and future Damages / *mesne profits* @ Rs.15,000/-per month w.e.f. filing of the Suit till handing over the possession; Permanent Injunction for restraining the Defendants from creating any third party interest, in any manner, in the Suit Property; and Specific Performance for directing Defendant No.1 to perform his part of contract and to execute a Registered Sale Deed and other documents in



favour of the Plaintiff / Appellant.

7. Suit was contested by Defendant No.1, who in his written statement, took preliminary objection that no cause of action was disclosed in the Plaint. There was no privity of the contract between the Plaintiff and Defendant No.1 or Defendant No.2.

8. It was further submitted that Smt. Sushila w/o Sh. Net Ram was in possession of the Suit Property, who had introduced herself as the owner of the Suit Property. She being known to the answering Defendant, approached him for a loan of R.s.3,00,000/-. Considering the request, loan was advance on 05.06.2015 for one year. To secure the loan, she had executed some documents in regard to the Suit Property in favour of Defendant No.1. However, she failed to repay the loan amount in time.

9. In the last week of October, 2017, Smt. Sushila informed Defendant No.1 that she was ready to repay the loan and on 29.09.2017, she repaid the loan amount and Defendant No.1 handed over the documents of the Suit Property, which were executed in his favour by her.

10. On 30.09.2017, Defendant, on request of Smt. Sushila, put his signatures on some documents without going through the contents. There is every possibility that if there is any Agreement with respect to sale or purchase of the Suit Property, it must be between the Plaintiff and Smt. Sushila. There was every possibility that Plaintiff was hand in gloves with Smt. Sushila and Defendant No.2, in order to blackmail the answering Defendant.

11. Defendant further asserted that he was in possession of the Suit Property and does not even know the Plaintiff or any Sushila / Defendant No.2, as stated herein. He denied having received any sale consideration



from the Plaintiff and claimed that he had transactions only with Smt. Sushila. It was further stated that Smt. Sushila alone can tell the status of Defendant No.2 to his physical possession. On merits, all allegations made were denied and it was submitted that Suit be dismissed.

12. Defendant No.2 failed to appear or contest the Suit and proceeded *ex-parte* on 07.12.2023.

13. Plaintiff, in Replication, re-affirmed the assertions made in the pleadings.

14. On the pleadings, following issues were framed on 25.07.2022:

“1. Whether the plaintiff is entitled for the decree of specific performance as prayed in paragraph (e) of the prayer clause? OPP.

2. Whether the plaintiff is entitled for the decree of possession as prayed in paragraph (a) of the prayer clause? OPP.

3. Whether the plaintiff is entitled for the decree of permanent injunction as prayed in paragraph (c) of the prayer clause? OPP.

4. Whether the plaintiff is entitled for damages of Rs.2.10 lakhs as prayed in paragraph (b) of the prayer clause? OPP.

5. Whether the plaintiff is entitled of any future damages/mesne profits @ Rs.15,000/ per month or at any other rate? OPP.

6. Relief?”

15. Plaintiff, in support of her case, examined herself as PW-1 and Vicky as PW-2, who was attesting witness to Agreement to Sell (Ex.PW-1/3).

16. Defendants, despite being granted opportunity, failed to lead any



evidence and the same was closed on 21.01.2025.

17. Learned District Judge, vide impugned Judgment dated 03.01.2026, decided all the issues against the Plaintiff / Appellant and held that alleged erstwhile owner was claimed to be Smt. Susheela, but the Suit has been filed against Defendant No.1. It is not clear as to who has title in the Suit Property. Therefore, Suit of the Plaintiff / Appellant was dismissed.

18. Aggrieved by the said Judgment dated 03.01.2026, present Appeal has been filed. The grounds of challenge are that learned Trial Court has failed to see the documents such as GPA, Will, etc., dated 05.06.2015, executed by Smt. Susheela in favour of Defendant No.1, making him owner of the Suit Property.

19. Defendant No.1 himself has admitted in his written statement that Smt. Susheela was the previous owner of the Suit Property and he did not controvert the ownership documents dated 05.06.2015, executed by her in his favour, such as GPA, Agreement to Sell etc. (Ex.PW-1/6 (colly)).

20. It has also not been considered that the Plaintiff / Appellant had proved all the requisite documents. Smt. Susheela never moved any Application to be impleaded as party to the Suit. Defendants have also not led any evidence to controvert the case of the Plaintiff / Appellant. Entire sale consideration stands paid to Defendant No.1, who had undertaken to executed sale documents. Moreover, he had undertaken to get the property evicted from Defendant No.2, which has failed to do. Findings on the issues have been given without appreciating the arguments and the admissions made by Defendant No.1. Therefore, impugned Judgment and Decree dated 03.01.2026 be set aside and the Suit of the Plaintiff / Appellant be decreed.

Submissions heard and record perused.



21. The case of the Plaintiff Smt. Lata is that she had purchased the Suit Property through Agreement to Sell, GPA, Will, Affidavit and Receipt dated 30.10.2017 from Respondent No.1 Sh. Naval Kumar. All these documents are Notarized and have been Exhibited from PW-1/2 to 5.

22. According to the Plaintiff, Naval Kumar / Defendant No.1 had purchased the Suit Property from Smt. Susheela through Agreement to Sell, GPA, Will, Affidavit and Receipt dated 05.06.2015.

23. In this context, it would be pertinent to refer to written statement of Naval Kumar / Defendant No.1, who had stated that Smt. Susheela was in possession of the Suit Property and had represented herself to be the owner of Suit Property. She took loan of Rs.3,00,000/- from Naval Kumar on 05.06.2015 for a period of one year and executed some documents in respect of the Suit Property in his name, to secure the loan amount. Subsequently, she failed to repay the loan amount in time. In the last week of October, 2017, Smt. Sushila repaid the loan amount and Defendant No.1 handed over the documents of the Suit Property, which had been executed in his favour by her.

24. Thereafter, on 30.09.2017, on request of Smt. Sushila, Defendant put his signatures on some documents without going through the contents and even without getting name of the Second Party, under the *bona fide* belief that documents were regarding return of loan. It was submitted that there was every possibility that if there is any Agreement in respect to sale or purchase of the Suit Property, it must be between the Plaintiff and Smt. Susheela and Defendant No.2 / Sheela may be in connivance with the Plaintiff to blackmail the answering Respondent. He asserted that he never remained in the possession of the Suit Property and does not even know the



Plaintiff.

25. Respondent therefore, in the written statement, denied having sold the Suit Property to Plaintiff / Appellant through sale documents. He also asserted that he was not owner of the Suit Property and had merely entered into a loan transaction with Smt. Susheela. He clearly stated that he was not aware of the contents of the documents, which are now being projected.

26. Plaintiff / Appellant has claimed to have entered into Agreement to Sell, etc. with Naval Kumar on 30.10.2017, but from the averments of Defendant in his written statement itself, it is reflected that there was no sale transaction ever executed between the Plaintiff / Appellant and Respondent No.1. Another fact, which has emerged is that Respondent No.1 was never in occupation of the Suit Property.

27. PW-1 / Plaintiff / Appellant, in her cross-examination, had claimed that one Susheela was in occupation of the Suit Property, but it has emerged that in fact, the premises was in possession of Sheela, who has been impleaded as Defendant No.2. While, Smt. Susheela had executed sale documents (Ex. PW-1/2 to 5), while Plaintiff had relied upon ownership of Naval Kumar Defendant No.1 on the basis of Agreement to Sell etc. executed by Smt. Susheela, in his favour, dated 05.06.2015. But, merely by executing such documents without there being any detail about how Smt. Susheela became owner of the Suit Property, these documents cannot create any right, title or interest in respect of the Suit Property.

28. There is no chain of title documents placed on record to show that Smt. Susheela was ever the owner of the Suit Property or had any right to sell the Suit Property to Naval Kumar, as was alleged by the Appellant. Moreover, Naval Kumar / Respondent No.1 has denied ever entering into



any Agreement to Sell with the Appellant in respect of Suit Property. Therefore, learned District Judge has rightly observed that alleged Agreement to Sell etc., relied upon by the Appellant, did not create any right in his favour to get the Sale Deed executed.

29. In fact, there was doubt about the entire nature of transaction between the Plaintiff and Respondent / Defendant No.1. Moreover, documents were not even registered documents, entitling the Plaintiff / Appellant to seek possession from Respondent No.1. Averments made in the Plaint are vague and there is no cogent evidence to explanation as to why Defendant No.2 Sheela has been made party and how she is in occupation of the Suit Property, while the same is being sold by Smt. Susheela to Naval Kumar and allegedly thereafter, to the Appellant / Plaintiff.

30. Learned District Judge has rightly concluded that no true and correct transaction of Agreement to Sell, between the Plaintiff and Respondent No.1, is proved. Moreover, Respondent No.1 has not shown him to be the owner of Suit Property, who had any right to enter into Agreement to Sell with the Appellant, therefore, learned District Judge has rightly dismissed the Suit of the Plaintiff / Appellant for possession.

31. There is no merit in the present Appeal, which is hereby, **dismissed** along with pending Applications.

NEENA BANSAL KRISHNA, J.

APRIL 06, 2026/R