

**IN THE COURT OF SH. HEM SINGH, DISTRICT JUDGE -01,**  
**EAST DISTRICT, KARKARDOOMA COURTS, DELHI**

**EX. No. 805/2019**

**In the matter of:**

**Sh. Suresh Chand Aggarwal,**  
S/o Sh. Ram Richh Pal,  
R/o C-230A, Pandav Nagar,  
Delhi-110092

*.....Decree Holder*

**Versus**

**Sh. Hari Om Gupta**  
S/o Sh. Laxmi Chand Gupta  
R/o A-4/119, New Kondli,  
Mayur Vihar, Phase-III,  
Delhi-110096

**Also At:**

A-2/219, New Kondli,  
Mayur Vihar, Phase-III,  
Delhi-110096  
(Mob.: 9810116400)

*.....Judgment Debtor*

**ORDER**

By way of this order, I shall dispose of the objections filed by Manisha Gupta/objector. It is stated in the objections that objector is the owner of the property bearing no. A-4/119, New Kondli, Mayur Vihar, Phase-III, Delhi-110096 and is running a general store in the name and style of “SSN Value Mart” from the said property. It is argued on behalf of the objector that JD is the ex-husband of the objector who has sold the aforesaid

property to the objector on 10.05.2000 by virtue of Agreement to sell, GPA and payment receipt all dated 10.05.2000.

It is further argued that a decree of divorce by mutual consent is already passed by the Court of competent jurisdiction; therefore, as on dated the objector is not related to the JD, hence, the aforesaid property of objector cannot be attached in the present execution proceedings.

On the other hand, it is stated by the Ld. Counsel for DH that the aforesaid i.e, GPA, Agreement to Sell, Payment Receipt are created by the Objector in collusion with the JD to defeat the interest of DH. It is stated that the aforesaid documents does not confer any title upon the Objector, neither these documents convey any interest in the aforesaid property onto the Objector.

It is further stated that the aforesaid documents are unregistered and doesn't bear the number of Notary Public by whom the aforesaid documents alleged to be attested. Further the parentage and address of the attesting witnesses are also not mentioned on the aforesaid documents. Therefore, these documents cannot be looked into for any purpose and the title of the aforesaid property is still with the JD, therefore, the aforesaid property can be attached in the present execution proceedings.

I have gone through the aforesaid documents dated 10.05.2000. The said documents are unregistered. Though, the objector has filed payment receipt, however, upon specific inquiry made by this Court, Ld. Counsel for the objector submits that the entire payment mentioned in the payment receipt was made by the objector to the JD in cash.

It could be apposite to discuss here the proposition of Law with regard to transfer of title by executing Agreement to Sell, GPA and Payment Receipt.

At this juncture, I would like to refer judgment of the Hon'ble

Supreme Court in ***“Shakeel Ahmed v. Syed Akhlaq Hussain” 2023 SCC OnLine SC 1526*** wherein the Hon’ble Supreme Court has reiterated and held that no right, title or interest in an immovable property can be transferred by Agreement to sell and general power of attorney. The relevant portion of the judgment reads as under:

*“10. Having considered the submissions at the outset, it is to be emphasized that irrespective of what was decided in the case of Suraj Lamps and Industries (supra) the fact remains that no title could be transferred with respect to immovable properties on the basis of an unregistered Agreement to Sell or on the basis of an unregistered General Power of Attorney. The Registration Act, 1908 clearly provides that a document which requires compulsory registration under the Act, would not confer any right, much less a legally enforceable right to approach a Court of Law on its basis. Even if these documents i.e. the Agreement to Sell and the Power of Attorney were registered, still it could not be said that the respondent would have acquired title over the property in question. At best, on the basis of the registered agreement to sell, he could have claimed relief of specific performance in appropriate proceedings. In this regard, reference may be made to sections 17 and 49 of the Registration Act and section 54 of the Transfer of Property Act, 1882.*

*11. Law is well settled that no right, title or interest in immovable property can be conferred without a registered document. Even the judgment of this Court in the case of Suraj Lamps & Industries (supra) lays down the same proposition. Reference may also be made to the following judgments of this Court:*

- (i). Ameer Minhaj v. Deirdre Elizabeth (Wright) Issar*
- (ii). Balram Singh v. Kelo Devi*
- (iii). Paul Rubber Industries Private Limited v. Amit Chand Mitra.”*

It is settled proposition of law that the sets of documents such as GPA, Agreement to Sell, Will etc., do not create title in the immovable

property. In ***“Suraj Lamp & Industries (P) Ltd.(II) v. State of Haryana” AIR 2012 SUPREME COURT 206*** it was held that sale agreements, general power of attorney (GPA), and wills do not constitute valid transfer of title for immovable property. The Supreme Court held that transfer ownership of immovable property can only be done via registered sale deed or conveyance deed.

Even in recent judgment titled ***“RAMESH CHAND (D) THR. LRS. V/s SURESH CHAND AND ANR. passed on 01.09.2025 in CIVIL APPEAL NO. 6377 OF 2012*** Hon'ble Supreme Court of India again reiterated that an agreement to sell does not confer a valid title in an immovable property. The relevant paras of the said judgment are as under:

*"12. The Transfer of immovable property inter vivos is governed by the Transfer of Property Act, 1882 (hereinafter referred to as "the TP Act").*

*Section 5 of the said TP Act defines "transfer of property" as follows:*

*"5. 'Transfer of property' defined. —In the following sections 'transfer of property' means an act by which a living person conveys property, in present or in future, to one or more other living persons, or to himself or to himself and one or more other living persons and 'to transfer property' is to perform such act."*

*13. The TP Act envisages five different modes for transferring a property but for the purpose of the present appeal we are only concerned with one of the modes i.e., by way of "Sale" and the same is dealt under section 54 of the TP Act which defines "sale" and a "contract for sale" as follows:*

*"54. 'Sale' defined. — 'Sale' is a transfer of ownership in exchange for a price paid or promised or part-paid and part promised.*

*Sale how made. —Such transfer, in the case of tangible immovable property of the value of one hundred rupees and*

*upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument. In the case of tangible immovable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property. Delivery of tangible immovable property takes place when the seller places the buyer, or such person as he directs, in possession of the property.*

*Contract for sale. —A contract for the sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties. It does not, of itself, create any interest in or charge on such property."*

*14. Perusal of above said provisions lays down a specific mode of execution of sale deed with respect to immovable property for concluding the sale of a property. In sale for an immovable property the value of which exceeds Rs. 100/-, the three requirements of law are that the transfer of property of sale must take place through a validly executed sale deed, i.e., it must be in writing, properly attested and registered. Unless the sale deed is in writing, attested and registered, the transaction cannot be construed as sale, or in other words, the property will not be transferred.*

*15. There is a difference between a sale deed and an agreement for sale, or a contract for sale. A contract for sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties. While a sale is a transfer of ownership; a contract for sale is merely a document creating a right to obtain another document, namely a registered sale deed to complete the transaction of sale of an immovable property. Section 54 in its definition of sale does not include an agreement of sale and neither confers any proprietary rights in favour of the transferee nor by itself create any interest or charge in the property. If after entering into a contract for sale of property, the seller without any reasonable excuse avoids executing a sale deed, the buyer can proceed to file a suit for specific performance of the contract.*

*16. The scope of an agreement for sale has been highlighted*

*by this court in the case of Suraj Lamp and Industries Private Limited (2) through Director v. State of Haryana and Another<sup>3</sup>, wherein this Court observed that:-*

*“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 Narandas Karsondas v. S.A. Kamtam [(1977) 3 SCC 247] observed:*

*“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]). 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....”*

*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). 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.*

*19. Any contract of sale (agreement to sell) which is not a registered deed of conveyance (deed of sale) would fall short of the requirements of Sections 54 and 55 of the TP Act and will not confer any title nor transfer any interest in an immovable property (except to the limited right granted under Section 53-A of the TP Act). According to the TP Act, an agreement of sale, whether with possession or without*

*possession, is not a conveyance. Section 54 of the TP Act enacts that sale of immovable property can be made only by a registered instrument and an agreement of sale does not create any interest or charge on its subject-matter."*

The Apex Court in the Ramesh Chand (supra) also held that a General Power of Attorney does not ipso facto constitute an instrument of transfer of an immovable property. The relevant paras of the said judgment are as under:

*"A power of attorney is a creation of an agency whereby the grantor authorizes the grantee to do the acts specified therein, on behalf of grantor, which when executed will be binding on the grantor as if done by him. It is revocable or terminable at any time unless it is made irrevocable in a manner known to law. A General Power of Attorney does not ipso facto constitute an instrument of transfer of an immovable property even where some clauses are introduced in it, holding it to be irrevocable or authorizing the attorney holder to effect sale of the immovable property on behalf of the grantor. It would not ipso facto change the character of the document transforming it into a conveyance deed.*

*19. A power of attorney is not a sale. A sale involves transfer of all the rights in the property in favour of the transferee but a power of attorney simply authorises the grantee to do certain acts with respect to the property including if the grantor permits to do certain acts with respect to the property including an authority to sell the property.<sup>5</sup>*

*20. In the case of State of Rajasthan and Others v. Basant Nahata, (2005) 12 SCC 77 it was held that:*

*"13. A grant of power of attorney is essentially governed by Chapter X of the Contract Act. By reason of a deed of power of attorney, an agent is formally appointed to act for the principal in one transaction or a series of transactions or to manage the affairs of the principal generally conferring necessary authority upon another person. A deed of power of attorney is executed by the principal in favour of the agent. The agent derives a right to use his name and all acts,*

*deeds and things done by him and subject to the limitations contained in the said deed, the same shall be read as if done by the donor. A power of attorney is, as is well known, a document of convenience.*

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*52. Execution of a power of attorney in terms of the provisions of the Contract Act as also the Powers of Attorney Act is valid. A power of attorney, we have noticed hereinbefore, is executed by the donor so as to enable the donee to act on his behalf. Except in cases where power of attorney is coupled with interest, it is revocable. The donee in exercise of his power under such power of attorney only acts in place of the donor subject of course to the powers granted to him by reason thereof. He cannot use the power of attorney for his own benefit. He acts in a fiduciary capacity. Any act of infidelity or breach of trust is a matter between the donor and the donee."*

*21. Further, the position of a power of attorney with respect to conferment of title was explained by this Court in the case of Suraj Lamp (supra), thus:*

*"20. A power of attorney is not an instrument of transfer in regard to any right, title or interest in an immovable property. The power of attorney is creation of an agency whereby the grantor authorises the grantee to do the acts specified therein, on behalf of grantor, which when executed will be binding on the grantor as if done by him (see Section 1-A and Section 2 of the Powers of Attorney Act, 1882). It is revocable or terminable at any time unless it is made irrevocable in a manner known to law. Even an irrevocable attorney does not have the effect of transferring title to the grantee."*

It is not the case of the objector that she has acquired title of the aforesaid property by virtue of any conveyance/sale deed, therefore in view of the law laid down by the Hon'ble Supreme Court, this Court is of considered view that objector has failed to show even any prima facie interest in the aforesaid property, therefore she cannot be allow to argue that aforesaid property has been transferred by the JD in her favour or the said



property is not liable to attachment.

I also do not agree with the arguments of Ld. Counsel for the objector that the judgment passed by the Hon'ble Supreme Court in Suraj Lamp (supra) is prospective in nature. Even recently the Apex Court in Shakeel Ahmed (supra) has rejected the contention that the Suraj Lamp judgment is only prospective. The relevant paras of said judgment are reproduced hereunder:

*“9. .... It was also submitted that the judgment in the case of Suraj Lamps & Industries Pvt. Ltd. Vs. State of Haryana and Anr.1, which was of the year 2011, had prospective application and would not have any bearing on the title of the respondents which came to him under the customary documents executed in the year 2008 much prior to the judgment in the case of Suraj Lamps & Industries (supra).”*

*“10. Having considered the submissions at the outset, it is to be emphasized that irrespective of what was decided in the case of Suraj Lamps and Industries(supra) the fact remains that no title could be transferred with respect to immovable properties on the basis of an unregistered Agreement to Sell or on the basis of an unregistered General Power of Attorney.”*

In view of the settled law discussed herein above, the objections of Manisha Gupta are hereby dismissed being devoid of merits.

**Announced in the open Court  
on 24.12.2025**

**(HEM SINGH)  
District Judge-01  
East/KKD Courts/Delhi**