

25.09.2025

Present: Ld. Counsel for decree holder with decree holder.
Ld. Counsel for objectors namely Shahbuddin, Shabina,
Meena Begum, Jainuddin, Salim Ahmed. (He is also
Counsel for JD).
Auction Purchaser Riyazuddin in person.
Sh. Abhishek Sharma, Court Auctioneer through V.C.

1. Fresh objections filed by the aforesaid objectors alongwith an application seeking stay to the present proceedings. A separate set of objections filed by JD are also on record which are on similar lines as the once filed today by the above named objectors.
2. JD has also preferred an application seeking stay to the present proceedings.
3. Since I propose to dispose of both the set of objections by way of this order, both the applications seeking stay to the present proceedings are disposed of.
4. The above named objectors and JD has filed objections claiming that the property attached by this Court is actually the joint property of the objectors and JD and therefore, the same could not have been attached for the money payable under the decree by JD.
5. Copy of the said objections supplied.
6. Arguments heard. Record perused.

7. Before proceeding to the contention of JD and objectors made to the respective objections filed by them, I may note that one of the objectors namely Shahabuddin had preferred separate objections in the present execution which were disposed of vide order dated 09.07.2025. In the said objections, interestingly said Shahbuddin had claimed sole ownership of the property attached by this Court and now, he has come back to this Court with a plea that he is a joint owner in the property. This clearly shows that as far as objector Shahabuddin is concerned, he is taking contradictory pleas before the Court and the aim of said pleas appear to be to delay the execution in this case.
8. Once he had set up a plea of sole ownership, it does not lie in his mouth to now come back in the same proceedings to claim joint ownership.
9. This was sought to be explained by the Counsel for objector by arguing that earlier the other joint owners in the property had relinquished their respective shares in favour of Shahabuddin by way of an unregistered relinquishment deed and after the same was not looked at by this Court vide its order dated 09.07.2025, Shahbuddin realised that he is actually a joint owner and not a sole owner.
10. I am unable to accept the said plea raised by the Counsel for Shahabuddin. This is because, it is settled law that an unregistered relinquishment deed cannot convey title in the property and thus, the contention that Shahbuddin realised qua his joint ownership only after order dated 09.07.2025 was passed. Ignorance of law is no excuse and thus, Shahbuddin cannot argue today that only after his objections based on

unregistered relinquishment deed were dismissed, he realised qua his joint ownership. Thus, the said contention of Shahbuddin is a mere ruse taken only to delay the present execution.

11. Even otherwise, in either of the objections filed by the objectors, no document has been annexed by the objectors/JD to show that the property in question was actually of late Nazeer Ahmed (predecessor in interest of objectors/JD). It is not even pleaded in either of the two objections as to how said Nazeer Ahmed became owner of the said property. Thus, the plea of joint ownership is devoid of any material particulars or documents and thus, is liable to be dismissed.

12. Even otherwise, as far as the objections filed today by the objectors named above (save and except the objections filed by JD separately), I may note that the attached property had already been auctioned on Court orders before filing of the said objections and thus, the said objections filed U/O XXI Rule 58 CPC are not maintainable now. The only remedy which the objectors may have had can be to move and application seeking setting aside of sale U/O XXI Rule 89 CPC subject to deposit of money under the decree in terms of the said provision.

13. Thus, neither on merits nor in law, the objections of the objectors are maintainable.

14. I may note that Counsel for JD had even argued that the property attached by this Court and eventually put to auction is the sole residential house of the JD alongwith his other siblings. It is thus argued that the said property could not be attached in law.

15. I may note that the property attached and sold by way of public auction is actually third floor bearing Flat No. 1209, Gali No. 14, Near Mother Dairy, New Mustafabad, Rajiv Gandhi Nagar, Delhi – 110094. But, the objectors and the JD have claimed joint ownership of the entire property including the aforesaid flat in the objections filed before this Court read with the relinquishment deed dated 09.02.2023 filed by objector Shahabuddin (with the objections decided by this Court on 09.07.2025). It means that if it is taken that objectors and JD are joint owners of the entire land where a third floor flat is also existing, the claim of JD that the property attached and sold (i.e. the third floor) is his sole residential address and therefore, not liable to be attached U/S 60 (1)(ccc) Proviso CPC is a false plea because once he himself claims joint ownership of the entire property (of which third floor flat which has been attached and sold in execution is only a part thereof), it does not lie in his mouth to argue that the third floor of the said property cannot be attached by this Court.

16. Thus, the said contention of JD made in his objections is also liable to be declined.

17. Accordingly, both the objections referred above are dismissed.

18. At this stage, Counsel for JD submits that JD is willing to pay the decretal amount and would require some time to pay the same.

19. On the other hand, Sh. Riyazuddin, Auction Purchaser submits that since he has already deposited the entire sale price before this Court, the sale of the auction property be confirmed and a sale certificate be issued in his favour.

20. Auction purchaser is at liberty to move an appropriate application in this regard, if so advised.
- 21. I may note that the concerned Court Auctioneer has filed the challan qua deposition of Rs. 3.5 lac given by auction purchaser in State Treasury. As per Nazir report, the entire sale price of Rs. 14 lac stands paid by auction purchaser.**
22. At this stage, JD has paid Rs. One lac in cash to the decree holder and a cheque of Rs. 2 lac dated 25.09.2025 No. 338123 drawn on Utkarsh Small Finance Bank, Yamuna Vihar, Delhi in favour of decree holder is handed over in Court to DH. Signatures of DH in this regard taken on last order-sheet.
23. List for confirmation of payment of the aforesaid cheque and for further payment on 08.10.2025.
24. Also to come up for consideration of any application to be moved by auction purchaser.

Aashish Gupta
DJ-01/NE/KKD/DELHI
25.09.2025