

**IN THE COURT OF AASHISH GUPTA,**  
**DISTRICT JUDGE-01, NORTH EAST, KARKARDOOMA**  
**COURTS: DELHI**

CS 284/25

In the matter of:

Parvesh Kumar  
S/o Late Bharat Lal Ojha  
R/o F-73, Gali No. 3 (Now Private NF-73A),  
West Karawal Nagar,  
Near Durga Mandir, Delhi-110094 .....Plaintiff

Vs.

Pinki  
D/o Late Pawan Kumar  
R/o F-73, Gali No. 3 (Now Private NF-73A),  
West Karawal Nagar,  
Near Durga Mandir,  
Delhi-110094 .....Defendant

**23.05.2026**

**ORDER**

Present: Ld. Counsel for plaintiff.  
Ld. Counsel for defendant.

1. Arguments on the point of maintainability of the present suit heard.
2. Plaintiff is the brother-in-law (*devar*) of defendant. He is before this Court *inter alia* seeking a decree of possession and consequential reliefs against the defendant qua property measuring 58.5 sq yards falling in Khasra No. 24/11/4, bearing No. F-73, situated in area of Vill. Karawal Nagar, in the abadi

of F-Block, Gali No. 3, West Karawal Nagar, Shahdara, Delhi-110094 (hereinafter referred to as '**suit property**').

3. Plaintiff claims that he is the sole and absolute owner of the said property on the basis of a registered GPA dated 22.08.2017 executed by his mother Kamla.
4. It is plaintiff's case that defendant and her deceased husband were allowed to occupy the above property as a licensee and despite oral termination of the same on 15.01.2020, defendant has failed to vacate the property. **Thus, plaintiff is before this court *inter alia* seeking possession on the strength of his title documents i.e. registered GPA dated 22.08.2017.**
5. It is pertinent to note that defendant entered appearance and *inter alia* she placed on record copy of a judgment dated 07.08.2024 passed in CS No. 53/22 titled as 'Pinki Vs. Parvesh Kumar'. It was pointed out by the defendant that she had filed a suit of specific performance against the plaintiff and vide judgment dated 07.08.2024, the same was decreed by this Court. Eventually, in execution proceedings, a registered sale deed dated 15.12.2025 has also been executed and registered in favour of defendant through Court process. She has also placed on record copy of the same.
6. It is the argument of Counsel for defendant that once there is a registered sale deed in favour of the defendant (which was executed in her favour in pursuance to a decree given against the plaintiff), how can the plaintiff maintain his suit for possession on the basis of a mere GPA. Counsel further argued that since plaintiff has never challenged the said judgment or

the sale deed referred above, the suit of the plaintiff is not maintainable in the present form.

7. In response, Counsel for plaintiff argued that the agreement to sell dated 13.03.2019 (qua which decree of specific performance was passed) was never executed by plaintiff and thus, the suit is maintainable.
8. In my humble opinion, the present suit is liable to fail and is not maintainable on twin grounds. Firstly, the claim of ownership of plaintiff is premised on a mere attorney dated 22.08.2017. It is settled law that a GPA is not considered as a document of conveyance and thus, this GPA cannot make the plaintiff owner of the property. It is pertinent to note that plaintiff is not suing the defendant in the capacity of an *attorney*. He specifically pleads that on the basis of a registered GPA dated 22.08.2017, he is the sole and absolute owner of the suit property. The said document, as noted above, cannot make him owner of the suit property. Thus, the suit of the plaintiff is liable to fail on this ground itself.
9. Secondly, plaintiff does not dispute the fact that he has suffered a decree of specific performance qua an agreement to sell dated 13.03.2019 vide judgment and decree dated 07.08.2024 passed in CS No. 53/22. This decree was eventually executed by way of a registered sale deed dated 15.10.2025 (registered on 16.10.2025) with registration No. 2025/12/I/4609 Book No. 1, Vol. No. 6558 at page 123 to 140 Sub-Registrar IV, Delhi.
10. Thus, by virtue of the said sale deed, defendant is a registered owner of the suit property.

11. Neither the agreement dated 13.03.2019 (between plaintiff and deceased husband of defendant) has been challenged by the defendant till date nor the judgment dated 07.08.2024 has been appealed. Even the sale deed executed in pursuance to the said judgment is not under challenge before this Court.
12. Thus, defendant is the registered owner of the suit property.
13. I may note that the aforesaid judgment dated 07.08.2024 was passed ex-parte and vide separate order passed today, plaintiff's application moved U/O IX Rule 13 CPC (whereby plaintiff wanted the said ex-parte judgment to be set aside) has been dismissed. Thus, the said judgment binds the plaintiff and in law, he was obligated to pass on the title of the suit property to defendant. The same now vests in the defendant.
14. Thus, in law, plaintiff cannot recover the possession of the suit property from the defendant. If that be the case, no consequential reliefs can also be given to plaintiff.
15. Thus, suit of the plaintiff is not maintainable. It is dismissed.
16. Parties to bear their own costs.
17. All pending applications, if any, are disposed off.
18. Let decree sheet be prepared.
19. File be consigned to Record Room.

Aashish Gupta  
DJ-01/NE/KKD/DELHI  
23.05.2026