

IN THE COURT OF
ADDITIONAL DISTRICT JUDGE,
SRINAGAR

File No. 1851/2026	Org. Suit/720/2026	Date of Institution	03-04-2026
CNR No.	JKSG020013422026	Date of Order	27-06-2026

Name of Plaintiffs:-

1. Mohammad Hashim Qureshi,
S/o Mohammad Khalil Qureshi,
R/o Sayeeda House, Gupt Ganga, Ishber, Nishat,
2. Mohammad Iqbal Qureshi,
S/o Mohammad Khalil Qureshi,
R/o Hazratbal, Srinagar.

Through: Adv. Hadi Mushtaq Dar.

VERSUS.

Name of the Defendant:-

Junaid Qureshi,
S/o Mohammad Hashim Qureshi,
R/o Amsterdam, Kingdom of Netherlands,
A/p Sayeeda House, Gupt Ganga, Ishber, Nishat.

Through: Adv. Tawseef Rasool Dar.

In the Matter of:-

Petition of issuance of temporary injunction.

CORAM: Mr.Farooq Ahmad Bhat

UID No. JK00119

ORDER

1. The plaintiffs have laid a suit for declaration, possession and permanent prohibitory injunction on the premise that the defendant be directed to vacate and hand over peaceful vacant possession of the residential house to plaintiff No.1 with further directions to restrain the defendant from interfering in any manner with the peaceful possession and enjoyment of the plaintiffs over the land measuring 8 Kanals and 10 Marlas and the residential house, and the relevant extract of the plaint is extracted here under:

"That the present suit arises out of dispute within
a family, wherein the Defendant, being the son of

Plaintiff No. 1, has, in complete disregard of law and basic morality, unlawfully asserted rights over the residential property of the Plaintiff No. 1 and has forcibly occupied a room in the ground floor of the said residential house. The controversy centres around a parcel of land forming part of the residential estate of Plaintiff No. 1, which, though originally purchased entirely out of his funds and for his benefit, came to be gifted to the Defendant by Plaintiff no. 2 under a family arrangement rooted in the legitimate expectation of care and respect for the Plaintiff no. 1 in old age. The Defendant, however, has acted in a manner wholly contrary to the understanding underlying such arrangement and has sought to misuse the said transaction to the detriment of the Plaintiffs. That the Plaintiffs are, therefore, constrained to approach this Hon'ble Court seeking protection of their proprietary and possessory rights in respect of the suit property, including the residential house constructed thereupon. The Plaintiff No. 2 seeks, inter alia, a declaration that the purported Gift Deed and the consequential mutation entries in favour of the Defendant are illegal, void, and liable to be cancelled, and that Plaintiff No. 1 be declared as the lawful owner in possession of the land in question. The Plaintiffs further seek recovery of possession of the portions of the residential house under the unlawful occupation of the Defendant over which the Defendant has no claim whatsoever as the said house is situated upon land being in the absolute ownership and possession of Plaintiff no. 1. That

the present proceedings also seek to address the continuing acts of trespass, harassment, and unlawful interference by the Defendant, which have made it impossible for the Plaintiffs, particularly Plaintiff No. 1 who is a senior citizen, to reside peacefully and with dignity in his own home. In order to enable this court to appreciate the controversy at hand, the Plaintiffs crave leave of the Hon'ble Court to place on record the facts of the case, and the same are enumerated below. The Plaintiff No. 1 is an Overseas Citizen of India (OCI) and had been residing in the Netherlands since 1986 along with his entire family including the Defendant, and was desirous of purchasing land in his native place and therefore the Plaintiff arranged for the purchase of immovable property through his two brothers, namely Mr. Mohammad Iqbal Qureshi i.e., Plaintiff No. 2 and Mr. Mohammad Aslam Qureshi who were residing in Srinagar at that time. Accordingly, the Plaintiff No. 1 remitted the requisite funds to the said brothers, who, acting on behalf of and for the benefit of the Plaintiff, purchased a parcel of land measuring 8 Kanals and 10 Marlas, falling under Khasra Nos. 2038/1419 and 2085/1417. situated at estate Gupt Ganga, Ishber Nishat, Srinagar, from one Mr. Khazir Mohammad in the year 1998. The Plaintiffs state and submit that the entire sale consideration for the aforesaid transaction was provided exclusively by the Plaintiff No. 1, and the property was purchased by Plaintiff No. 2 and their other brother, Mohammad Aslam Qureshi, merely as a matter of convenience and for

logistical reasons, while the beneficial interest in the said property has at all times vested in the Plaintiff No. 1. The Plaintiff No. 2 submits that he purchased 4 Kanals of land falling under Khasra Nos. 2038/1419 mentioned above, with the funds provided by Plaintiff No. 1 for the purchase of the same. The Plaintiff No. 2 kept the property in trust for the benefit of Plaintiff No. 1. The rest of the land measuring 4 Kanals and 10 Marlas falling under Khasra Nos. 2038/1419 and 2038/1417 was purchased by the other brother namely Mohammad Aslam Qureshi, and he similarly, kept it in trust for the benefit of Plaintiff No. 1. The Plaintiff No. 1 desirous of returning to Kashmir requested his brother Mohammad Aslam Qureshi to obtain a building permission for construction of a residential house over the land measuring 3 Kanals falling under Khasra No. 2038/1419 which stood in his name. Accordingly, Mohammad Aslam Qureshi applied for building permission for construction of residential house. However, the Srinagar Municipal Corporation did not take a decision on said application with the statutory period of 90 days and therefore, Mohammad Aslam Qureshi approached the civil court for declaration of deemed permission under the relevant Act and rules and was successful in obtaining a judgment dated 05.02.2002, whereby building permission was granted for construction of a residential house on the said parcel of land. It is pertinent to note here that the said suit for grant of building permission was instituted by the brother of Plaintiff No. 1 at his behest and owing

to the fact that the Plaintiff no. 1 was residing outside the country and also the fact that the title of the land on which the residential house was proposed to be constructed was held by the brother of the Plaintiff no. 1 at that time. However, the said brother executed an affidavit, wherein he declared that even though the building permission for said house was granted in his favour, he had no claim or title over the said property. Later on the said parcel of land measuring 3 Kanals falling under Khasra No. 2038/1419 on which the residential house of the Plaintiff no. 1 is situated was transferred in the name of Plaintiff No. 1 by way of a sale deed by Mohammad Aslam Qureshi in the year 2003 and a mutation bearing no. 5172 was effected with respect to the same. That thereafter, the Plaintiff No. 1 permanently returned to India along with his wife and the Defendant, and the Plaintiff No. 2 and his other brother Mohammad Aslam Qureshi handed over the possession of the entire parcel of land measuring 8 Kanals and 10 Marlas to the Plaintiff No. 1, as had been the understanding between them and started the construction of the residential house, which was completed in the year 2003. That since the construction of the residential house had begun on the parcel of land that was in the name of Mohammad Aslam Qureshi, the Plaintiff No. 1 decided that the rest of the land measuring 5 Kanals and 10 Marlas which stood in the names of Plaintiff No. 2 (4 Kanals) and Mohammad Aslam Qureshi (1 Kanal and 10 Marlas) be transferred in the name of two sons of the

Plaintiff No. 1 i.e., the Defendant - Mohammad Junaid Qureshi and the youngest son - Mohammad Abrar Qureshi who was a minor at that time, out of love and affection, and in the natural expectation and bona fide belief that both the said sons would remain dutiful, loyal and respectful towards their parents and, in particular, would look after and care for the Plaintiff No. 1 in his advancing age in the same manner as he had nurtured, maintained and taken care of them throughout their lives. It is further submitted that the Plaintiff No. 1, despite being fully entitled to have the said land transferred in his own name from Plaintiff No. 2, consciously chose not to do so and instead, out of parental affection and foresight, had the same transferred directly in the names of his sons. The Plaintiff No. 2 also states that although he was fully aware that the said children had no pre-existing right, title or interest in the said property, he nonetheless transferred/gifted the same in their favour solely at the asking and instance of Plaintiff No. 1, and with the legitimate expectation that the said sons would take care of their father and continue to reside together as a family in the residential house, maintaining familial harmony and fulfilling their moral and familial obligations. It was in this regard, that Plaintiff No. 2 executed the impugned gift deed in favour of the Defendant with respect to land measuring 3 Kanals falling under Khasra No. 2038/1419 dated 25.07.2002. It is submitted that the Defendant has been residing in the Netherlands since birth and has never been a

permanent or ordinary resident of India. It is further submitted that the Defendant would occasionally visit Kashmir on brief and temporary visits, during which he would naturally reside with the Plaintiff and other family members at the Plaintiff's residence. Save for such intermittent visits of a transient nature, the Defendant has at all material times been permanently settled in the Netherlands, where he resides with his wife and children. Pertinent to note here that in 2024, both the sons of the plaintiff no. 1 visited Kashmir and the Defendant was himself of the view that the properties in their names were in fact the self acquired properties of their father and the same needed to be transferred back to him. In this regard, the said properties were orally gifted by the Defendant and the younger son of the Plaintiff No. 1 (Mohammad Abrar Qureshi) to the Plaintiff No. 1, as they acknowledged that they had no claim over the same. The defendant and Mohammad Abrar Qureshi executed duly sworn affidavits to confirm the said oral gifts. Plaintiff No. 1, being already in possession of the said properties, all the ingredients of the gift were fulfilled, and the Defendant relinquished all rights and claims over the land measuring 3 Kanals falling under Khasra No. 2038/1419. That in January 2025, the Defendant contacted the Plaintiff and expressed his desire to visit Kashmir for a short duration. The Plaintiff, being the father of the Defendant, and out of natural love, affection, and familial obligation, permitted the Defendant to temporarily stay at the suit property. Initially, upon his arrival

at the suit property in the year 2025, the defendant maintained cordial and respectful relations with the Plaintiff and his wife, and the parties resided peacefully under the same roof. However, after a short period of time, the conduct, attitude, and behaviour of the Defendant underwent a sudden, drastic, and deeply disturbing change. The Defendant began behaving in an aggressive, hostile, and confrontational manner towards the Plaintiff without any justification or provocation. He started using highly abusive, insulting, humiliating, and threatening language towards the Plaintiff on a regular basis, thereby creating an atmosphere of fear, distress, and insecurity within the household. That the misconduct of the Defendant was not confined merely to isolated instances of verbal altercation, but assumed the form of persistent harassment, intimidation and mental cruelty towards the Plaintiff no. 1 and his wife. The Defendant repeatedly addressed the wife of the Plaintiff who is none other than his own mother in language that was abusive, vulgar, and deeply offensive, thereby subjecting her to grave humiliation, anguish, and emotional distress. Such conduct, apart from being wholly reprehensible in law and society alike, is entirely inconsistent with the most basic standards of morality and decency that a son is expected to show towards his parents. It is further submitted that the Defendant repeatedly threatened the Plaintiff No. 1 with physical harm and openly proclaimed that he would, by force or other unlawful means, assert control over the house and

properties belonging to the Plaintiff. That Defendant has also been continuously sending abusive, threatening, and defamatory messages to the Plaintiff no. 1 through electronic means, including WhatsApp and other messaging platforms. In the said messages, Defendant has used highly offensive, vulgar, and defamatory language against the Plaintiff, and has attempted to intimidate, harass, and mentally coerce the Plaintiff. The said messages clearly demonstrate the malicious intent, abusive conduct, and unlawful designs of Defendant No. 1, and constitute written evidence of harassment, intimidation, and defamation committed by Defendant No. 1 against the Plaintiff. That the Plaintiff, being deeply hurt and distressed by the conduct of the Defendant and finding it impossible to continue permitting the Defendant to reside in his house, categorically directed him to vacate and leave the suit property immediately. Pursuant thereto, Defendant left the suit property, and the Plaintiff instructed his security personnel to ensure that Defendant was not allowed to enter the premises without the express consent and permission of the Plaintiff. That thereafter, the Plaintiff travelled abroad in the months of October to November 2025 for the purpose of medical treatment and remained outside the country. During the said period, and taking undue advantage of the absence of the Plaintiff no. 1, the Defendant, in collusion with certain persons and by exerting undue influence upon the police personnel deployed at the residence of the Plaintiff, illegally and unlawfully

entered the suit property without the knowledge, consent, or permission of the Plaintiff no. 1. The Defendant thus forcibly and illegally occupied the suit property despite having no right, title, interest, or authority whatsoever to do so. That upon his return to Srinagar, the Plaintiff was shocked and dismayed to discover that Defendant had unlawfully trespassed into and occupied portions of the residential house and was attempting to assert illegal control over the same. That notwithstanding the revocation of the permission earlier granted to the Defendant to reside in the suit property and despite repeated requests made by the Plaintiff to vacate the premises, the Defendant has continued to remain in unauthorised and illegal occupation of the ground floor of the house forming part of the suit property. The Defendant has no manner of right, title or interest in the said property and his continued occupation thereof is wholly unlawful and without the consent or permission of the Plaintiff. It is submitted that the Plaintiff, being the father of the Defendant, has all along exercised restraint and has consciously refrained from entering into any confrontation or altercation with his own son. The Plaintiff, despite the grave misconduct of the Defendant, has merely been requesting and expecting that the Defendant would peacefully vacate the house belonging exclusively to the Plaintiff No. 1. However, the Defendant, instead of honouring the wishes of his father or acting in accordance with law and basic decency, has chosen to persist in his illegal occupation of the premises

and has thereby abused the trust, affection and goodwill that the Plaintiff, as a father, had once reposed in him. The conduct of the Defendant has caused deep anguish and humiliation to the Plaintiff, and the Defendant's actions are so unbecoming and reprehensible that the Plaintiff has been left with no option but to approach this Hon'ble Court for redress, as the Defendant, by his own conduct, has acted in a manner wholly inconsistent with the duties and respect expected of a son. That the Plaintiff is a senior citizen within the meaning of Section 2(h) of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, and is therefore entitled to the protection of his life, dignity, and property under the provisions of the said Act. That under Section 4 of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, children are under a statutory obligation to maintain their parents and ensure that they are able to lead a normal and dignified life. The conduct of the Defendant, however, is in complete violation of the said statutory mandate. Instead of providing care, support, and respect to the Plaintiff in his old age, the Defendant has subjected the Plaintiff and his wife to harassment, intimidation, humiliation, and unlawful dispossession from portions of their own residence. That it is further submitted that even assuming, though not admitting, that the Defendant seeks to rely upon the earlier Gift Deed in respect of 3 Kanals of land even though it has been rendered null and void by the Defendant himself when he orally gifted the property back to

Plaintiff No. 1 and also executed an affidavit to confirm the said oral gift, the same cannot confer upon the Defendant any right to harass, dispossess, or otherwise interfere with the peaceful residence and possession of the Plaintiff over the residential house constructed entirely from the Plaintiff's own funds."

2. Along with this suit, the plaintiffs/petitioners have filed a petition in terms of Order 39 Rule 1 & 2 of the Code of Civil Procedure for issuance of temporary injunction which is duly supported by an affidavit. Objections have been called from the other side. It is submitted in objections that the plaintiffs/petitioners have no prima facie case and balance of convenience does not lie in their favour and no irreparable loss shall be caused to the plaintiffs/petitioners if the relief prayed for is not granted. A written statement has been called from the defendant and the relevant portion is reproduced here under:-

"That the suit filed by the plaintiffs is false, frivolous, vexatious, misconceived, and not maintainable either in law or on facts. It has not been instituted for the vindication of any genuine legal right but has been filed with ulterior motives to harass the answering Defendant and to deprive him of his lawful ownership and possessory rights over the suit property. The suit is liable to be dismissed in limine. That the plaintiffs have not approached this Court with clean hands and have deliberately suppressed material facts while placing distorted and misleading narratives before this Court. The plaintiffs attempt to project themselves as innocent and aggrieved parties while deliberately suppressing material facts relating to their own conduct. Specifically, Plaintiff No. 1 has

been involved in multiple criminal proceedings and FIRs involving serious allegations, a fact intentionally concealed to wrongly seek equitable relief. That the plaintiffs have deliberately concealed the true history of the property and the various gift transactions arising out of the same estate. The land originally formed part of an estate measuring 8 Kanals and 10 Marlas (Khasra No. 2038/1419 and 2038/1417) purchased by Plaintiff No. 2 and his brother Mohammad Aslam Qureshi from one Khazir. By virtue of Mutation No. 5116, Plaintiff No. 2 gifted land measuring 3 Kanals (Khasra No. 2038/1419) in favor of the Defendant in the year 2002 through a duly executed and registered Gift Deed. The Defendant was the first beneficiary of the gift transactions from this estate. Subsequently, by Mutation No. 5117, Plaintiff No. 2 and Mohammad Aslam Qureshi jointly gifted 2 Kanals and 10 Marlas to Abrar Qureshi (son of Plaintiff No. 1). Later, by Mutation No. 5172, Mohammad Aslam Qureshi gifted 3 Kanals to Plaintiff No. 1 in 2003. Plaintiff No. 1, having accepted and enjoyed the benefits flowing from Mutation No. 5172 in his favor and Mutation No. 5117 in favor of his other son, cannot selectively challenge only Mutation No. 5116 which stands in favor of the Defendant. That under Muslim Law, a valid gift requires: (a) Declaration of gift by the donor; (b) Acceptance of the gift by the donee; and (c) Delivery of possession. All these ingredients stand fully satisfied. Plaintiff No. 2 voluntarily, out of free will, love, and affection, and without coercion, executed the Gift Deed. The gift

was duly accepted, possession was delivered, and the deed was registered before the Sub-Registrar (5th Additional Munsiff Srinagar). The Gift Deed is absolute and nowhere records any condition, reservation, contingency, or stipulation. Upon completion, ownership rights stood transferred, and Plaintiff No. 2 ceased to have any right, title, or interest. That Plaintiff No. 1 has no locus standi to challenge the Gift Deed executed by Plaintiff No. 2 in favor of the Defendant. The specific 3 Kanals of suit property gifted to the Defendant never belonged to Plaintiff No. 1, and no right, title, or interest ever vested in him in respect of it. That the suit is hopelessly barred by limitation. The Gift Deed in favor of the Defendant was executed and registered in 2002, and the corresponding mutation was duly attested. The plaintiffs have challenged the transaction after more than two decades without any legally sustainable explanation. Under Article 59 of the Limitation Act, 1963, the prescribed limitation period to cancel or set aside an instrument is three years. That the plaintiffs obtained the interim order dated 03.04.2026 by concealing material facts and relying upon a disputed, forged, and fabricated document. The Defendant categorically and unequivocally denies having signed, executed, sworn, verified, or attested the said affidavit. The Defendant never appeared before any Notary Public and never orally gifted the suit property back to Plaintiff No. 1. That the Defendant is in actual, physical, peaceful, and lawful possession of his 3 Kanals of land and a one-story house with a

built-up area of 1400 sq. ft. The Defendant raised substantial construction over the suit property from his own earnings, investing an amount exceeding Rs. 1.50 Crore. The Defendant possesses documentary evidence, bills, and records to substantiate this. Ironically, by relying on documents, the plaintiffs themselves have acknowledged the prior ownership rights of the Defendant, demolishing their own case. That the plaintiffs have any surviving rights over the Defendant's property to invoke this jurisdiction. That the assertions regarding Plaintiff No. 1's "respect in society" and "public stature" are strongly denied. As stated in the preliminary objections, Plaintiff No. 1 has been involved in multiple criminal proceedings which have been deliberately suppressed to gain undue sympathy from this Court. That it is denied that the Defendant has unlawfully asserted rights or forcibly occupied any property belonging to Plaintiff No. 1. The Defendant is occupying his own rightful property acquired via a registered Gift Deed in 2002 from Plaintiff No. 2. It is completely false that the property was purchased entirely out of Plaintiff No. 1's funds or that the gift was a "family arrangement" rooted in conditional expectations. The Gift Deed is absolute, unconditional, and registered. Plaintiff No. 2 divested all his rights the moment the deed was executed and possession was handed over. That the narrative of "benami" transactions or properties being held "in trust" for Plaintiff No. 1 is legally untenable and factually incorrect. The properties

were purchased by Plaintiff No. 2 and Mohammad Aslam Qureshi in their own right. If Plaintiff No. 1 provided all the funds, there was no legal impediment to purchasing the land directly in his name in 1998. The claim of a trust is an afterthought engineered to bypass the Limitation Act and challenge a 24-year-old registered instrument. That to the extent of building permissions obtained by Mohammad Aslam Qureshi and the subsequent transfer of 3 Kanals to Plaintiff No. 1. However, this has no bearing on the separate 3 Kanals gifted by Plaintiff No. 2 to the Defendant. Plaintiff No. 1's property is distinct from the Defendant's absolute property. That the Gift Deed executed in 2002 by Plaintiff No. 2 in favor of the Defendant was absolute and unconditional. It was not made out of any "foresight" of Plaintiff No. 1, nor was it conditional upon the Defendant taking care of him. Section 122 of the Transfer of Property Act and the rules of Muslim Law regarding gifts do not recognize unwritten, implied conditions that nullify absolute registered gifts. Possession was simultaneously delivered, and the mutation (No. 5116) was attested. That the Defendant never took possession. The Defendant has always been in legal and physical possession of his share, and has subsequently invested over Rs. 1.50 Crore to construct a 1400 sq. ft. house on his portion, for which documentary proof exists. The Defendant never orally gifted the property to Plaintiff No. 1, nor did he execute or sign any such affidavit. The signatures are forged, and the Defendant has

never appeared before the Notary in question. This constitutes a severe fraud upon the Court. That the allegations of abuse, threats, hostility, and defamation are entirely false and concocted to create a ground for eviction under the Senior Citizens Act. The Defendant has always maintained respectful conduct. The alleged WhatsApp messages are either manipulated, taken out of context, or fabricated. It is the plaintiffs who are attempting to forcefully dispossess the Defendant of his lawful property and Rs. 1.50 Crore investment. That the Defendant is not a licensee or a guest in the suit property; he is the absolute owner. Therefore, the question of Plaintiff No. 1 "revoking permission" or the Defendant "trespassing" upon his return from abroad does not arise. A lawful owner cannot trespass on his own property. That to the present facts. While the Maintenance and Welfare of Parents and Senior Citizens Act, 2007 provides for the protection of seniors, it cannot be weaponized to illegally cancel absolute, 24-year-old registered Gift Deeds executed by a third party (Plaintiff No. 2), nor can it be used to misappropriate the Rs. 1.50 Crore construction built by the Defendant."

3. Heard the Ld. Counsel for the parties and perused the entire record on the file.
4. The plaintiffs/petitioners have thrown challenge to a gift deed executed by plaintiff No. 2 in favour of the defendant in respect of the suit property measuring 3 Kanals falling under Survey No. 2038/1419, situated at Ishber, Nishat, Srinagar, along with consequential Mutation No. 5116, as a nullity in law, and furthermore seek a direction to the defendant to vacate and hand over vacant

possession of the residential house to plaintiff No. 1 and the portion thereof presently under the illegal possession of the defendant. It is further prayed that a restraint be imposed upon the defendant and his agents, servants, associates, or anyone claiming through him from interfering with, encroaching upon, or obstructing the peaceful possession and enjoyment of the plaintiffs over the land measuring 8 Kanals and 10 Marlas and the residential house situated thereupon, along with a decree for mesne profits and occupational charges against the defendant for his unauthorized occupation of the suit property from the date of illegal occupation till the actual delivery of possession at the rate of Rs. 3 lakh per month. The Ld. Counsel for the plaintiffs Advocate Hadi Mushtaq Dar asserts that the land measuring 3 Kanals falling under Survey No. 2038/1419 and 8 Kanals and 10 Marlas falling under Survey Nos. 2038/1419 and 2085/1417, situated at Gupt Ganga, Ishber, Nishat, Srinagar, was purchased from one Khazir Mohammad in the names of plaintiff No. 2, Mohammad Iqbal Qureshi, and Mohammad Aslam Qureshi, on the consideration provided by plaintiff No. 1 under a mutual settlement between the brothers that the sale consideration would be paid by plaintiff No. 1 and the suit property in question would be purchased in the names of plaintiff No. 2 and Mohammad Aslam Qureshi. Subsequently, the transactions were effected, and the suit property stood registered in the names of Mohammad Iqbal Qureshi and Mohammad Aslam Qureshi. In order to cater to the personal needs of plaintiff No. 1, plaintiff No. 1 asked plaintiff No. 2 to transfer, by way of gift, the land measuring 3 Kanals falling under Survey No. 2038/1419 in favour of the defendant, which was preceded by the construction of a residential house by Mohammad Aslam Qureshi, who initiated the requisite process to obtain building permission from the Srinagar Municipality, followed by litigation before a civil court for a declaration of deemed permission under the relevant norms and rules governing the subject.

5. It is further asserted by Ld. Counsel for the plaintiffs Advocate Hadi Mushtaq Dar that the defendant, being the son of plaintiff No. 1, was permitted to enter the house and the land measuring 3 Kanals under Survey No. 2038/1419 during the short visits that he used to make from the Netherlands to Srinagar. It is further contended that the defendant, after occupying part of the suit property comprising the residential house and the land measuring 3 Kanals under Survey No. 2038/1419, changed his conduct and displayed an aggressive, intimidating, oppressive, and wholly condemnable attitude towards plaintiff No. 1, who, being his father, was harassed by him, which was unbecoming of a son. Furthermore, from October to November 2025, when plaintiff No. 1 was outside the country, the defendant, in collusion with certain unknown persons and by exerting undue influence upon the police personnel deployed at the residence of plaintiff No. 1, illegally and unlawfully entered the suit property without the knowledge, consent, or permission of plaintiff No. 1. The defendant, having no regard for the maintenance and welfare of his parents in terms of the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, paid little care to his parents, committed statutory disobedience by failing to maintain them, and failed to ensure that they were able to lead a normal and dignified life. It is further contended that the defendant thus forcibly and illegally occupied the suit property despite having no title, interest, or authority whatsoever to do so, as his conduct is in complete violation of the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, because instead of providing care, support, and respect to plaintiff No. 1 in his old age, the defendant has subjected plaintiff No. 1 and his wife to harassment, intimidation, humiliation, and unlawful dispossession from portions of their own residence.
6. Per contra, learned counsel for the defendant, Advocate Tawseef Rasool Dar, refutes the contents of the plaint and claims that the suit property was exclusively purchased by plaintiff No. 2 and

Mohammad Aslam Qureshi and that, out of his free will, plaintiff No. 2 gifted 3 Kanals in favour of the defendant by virtue of a legal document executed and registered under the provisions of the Registration Act and the Transfer of Property Act, evidencing the delivery of possession and the due acceptance of the gift by the defendant. Learned counsel for the defendant asserts that the narrative of "benami" transactions or properties being held in trust for plaintiff No. 1 is legally untenable and factually incorrect. It is contended that if plaintiff No. 1 had furnished the requisite funds for the sale transaction, there was no legal impediment to purchasing the land directly in his own name in the year 1998. Therefore, the claim of a trust is an afterthought, engineered to bypass the provisions of the Limitation Act and to challenge a 25-year-old registered instrument. It is further asserted that the defendant is in exclusive possession of the suit property and is neither a licensee nor a guest therein but its absolute owner. Therefore, the question of plaintiff No. 1 revoking any licence or permission, or of the defendant trespassing into the suit property upon his return from abroad, does not arise, as a lawful owner cannot trespass upon his own property. It is further pleaded that the invocation of the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, is an attempt to weaponize the mala fide intentions of plaintiff No. 1 to defeat the defendant's title, which is preferential and absolute in the attending facts and circumstances of the case, and to seek cancellation of the registered gift deed executed by plaintiff No. 2 in favour of the defendant. It is also asserted that the affidavit placed on record by the plaintiffs, stating that the suit property measuring 3 Kanals along with the residential house had been orally gifted to the defendant, is a fabricated and doctored document and nothing but an absurd plea, as such a fabricated and doctored document cannot override the legal sanctity of the registered document by virtue of which the suit property measuring 3

Kanals along with the residential house was gifted by plaintiff No. 2 in favour of the defendant.

7. The moot question before the court is whether the plaintiffs are entitled for issuance of temporary injunction when the suit property measuring 3 Kanals under Survey No. 2038/1419 has been gifted by plaintiff No.2 in favour of defendant who duly accepts the gift and possession stands delivered by virtue of registered gift deed executed on 25-07-2002. Analyzing the material on record and the pleadings that have emerged subsequent to the filing of the written statement, it transpires that plaintiff No. 1 claims that it was his money which constituted the consideration for the acquisition of the suit property by plaintiff No. 2 and Mohammad Aslam Qureshi from one Khazir Mohammad, S/o Ismail Najar, R/o Gupt Ganga, Ishber, Nishat, Srinagar. It is the specific and unequivocal assertion of plaintiff No. 1 that the transactions were "benami" in substance and that he provided the consideration, while plaintiff No. 2 and Mohammad Aslam Qureshi held the suit property in trust for him, as plaintiff No. 1 had his place of abode at Amsterdam Holland. The controversy at hand reveals that although plaintiff No. 1 claims that the suit property was held by plaintiff No. 2 and Mohammad Aslam Qureshi under a trust, he has, in substance, failed to demonstrate before this Court that he had provided the consideration or that there existed any mutual understanding, in the form of documentary evidence, between himself and his brothers that the consideration would be paid by plaintiff No. 1 and that plaintiff No. 2, along with Mohammad Aslam Qureshi, would purchase the land and hold it in trust on his behalf. It is apparent from the record that the entire suit property was purchased by plaintiff No. 2 and Mohammad Aslam Qureshi from one Khazir Mohammad, S/o Ismail Najar, R/o Gupt Ganga, Ishber, Nishat, Srinagar, and that, out of the said suit property, plaintiff No. 2 gifted 3 Kanals by virtue of a registered gift deed executed on 25-07-2002 in favour of the defendant.

8. Now comes the question of the legal sanctity of the gift deed executed by plaintiff No. 2 in favour of the defendant. The argument advanced by learned counsel for the defendant is tenable to the extent that a valid gift requires a declaration of the gift by the donor, followed by acceptance of the gift by the donee, and lastly, delivery of possession. I am of the considered view that all these three ingredients stand fully satisfied when the gift deed executed by plaintiff No. 2 in favour of the defendant is examined, wherein plaintiff No. 2 delivered possession of the land measuring 3 Kanals falling under Survey No. 2038/1419 to the defendant, who duly accepted the gift. It means that, under the relevant provisions of law governing the subject, there exists a valid gift in favour of the defendant, and the title has vested in him by virtue of the declaration made by plaintiff No. 2. The plaintiffs, therefore, have no right to dispute the legal sanctity of the title and possession held by the defendant qua the suit property measuring 3 Kanals along with the residential house existing thereon, particularly in view of the admission made by the plaintiffs in paragraph 24 of the plaint that the defendant has occupied the suit property and is in possession thereof, albeit allegedly forcibly and illegally. This contention of the plaintiffs does not sustain when the possession of the suit property has come into the hands of the defendant by virtue of a registered gift deed. The contention of plaintiff No. 1 that the defendant, by virtue of an affidavit sworn before a Notary Public on 27-09-2024, orally gifted the land measuring 3 Kanals along with a single-storeyed house having a built-up area of 1,400 sq. ft., falling under Survey No. 2038/1419, situated at Gupt Ganga, Ishber, Nishat, Srinagar, does not hold good, as the document in question cannot override the legal sanctity of a registered document, particularly when the defendant himself denies any oral gift or the execution of any document confirming such an oral gift in favour of plaintiff No. 1. It is well settled that the transfer of immovable property can only be effected by virtue of a registered document, and documents that are not

registered under the applicable legal provisions cannot override the legal sanctity of a registered instrument. It follows that the validity and genuineness of the registered gift deed must prevail over ancillary documents which are not registered. As a result, the title and possession of the defendant are protected, and this Court is under a legal obligation to safeguard the interests of the defendant and accord legal protection to him qua the interference caused by the plaintiffs vis-à-vis the suit property. The plaintiffs are also aggrieved by the mutations effected qua the suit property in favour of the defendant, dispute the revenue entries, and seek the intervention of this Court to nullify the mutation and the revenue entries effected under the provisions of the relevant land laws. It is well settled that mutations do not confer title and are maintained only for fiscal purposes. In the present case, the possession of the defendant has come into his hands by virtue of a legal instrument duly recognized under the provisions of the Transfer of Property Act, coupled with the fact that this Court has no power to nullify the mutation, as it falls within the exclusive jurisdiction of the Revenue Courts to examine the validity of the mutation under the provisions of the J&K Land Revenue Act. Section 139 of the J&K Land Revenue Act expressly bars the jurisdiction of this Court to cancel any revenue entry, the adjudication whereof falls within the exclusive domain of the Revenue Officers appointed under the provisions of the J&K Land Revenue Act.

9. Qua the land measuring 8 Kanals and 10 Marlas falling under Survey Nos. 2038/1419 and 2085/1417, the defendant does not refute the contents of the plaintiffs, and it transpires that the land measuring 3 Kanals falling under Survey No. 2038/1419 forms part of the entire estate measuring 8 Kanals and 10 Marlas falling under Survey Nos. 2038/1419 and 2085/1417. It means that the land measuring 5 Kanals and 10 Marlas is of least concern to the defendant. Therefore, this Court is under no obligation to debate the rights which the parties hold qua the land measuring 5 Kanals and 10 Marlas when the bone of

contention between the parties squarely concerns the land measuring 3 Kanals falling under Survey No. 2038/1419, situated at Gupt Ganga, Ishber, Nishat, Srinagar. The plaintiffs have to establish that they have a prima facie case, that the balance of convenience lies in their favour, and that, in case the relief prayed for is not granted, they shall suffer irreparable loss. It is well settled that a prima facie case is not established merely by a prima facie title. I am of the considered opinion that a prima facie case means that the plaintiffs have been able to raise certain pleas and issues for trial at the stage of seeking the issuance of a temporary injunction and that these pleas and issues are vital for the determination of the rights of the parties during the course of the trial. Till the trial is concluded, the Court is under a legal and moral obligation to preserve the suit property in status quo so that the rights of the plaintiffs are protected, as they allege an invasion of their legal rights qua the suit property. Before me, as observed above, plaintiff No. 1 has no concern with the suit property, and the assertions raised by him shall be taken up during the course of the trial. However, prima facie, nothing substantial has been raised which would warrant the preservation of the suit property in status quo when the defendant has a better title and possession has come into his hands by virtue of a registered legal instrument duly recognized under the provisions of the Transfer of Property Act. The issues relating to the payment of the sale consideration for the purchase of the suit property exclusively by plaintiff No. 1, plaintiff No. 2 and Mohammad Aslam Qureshi holding the entire suit property in trust on behalf of plaintiff No. 1, and the defendant having orally gifted his share of the suit property to plaintiff No. 1 shall be taken up during the course of the trial, where each party shall be afforded an opportunity to prove its case by cogent evidence and rebut the rival contentions of the opposite party. All these issues are required to be dealt with by the Court at the appropriate stage, once the trial commences. However, in the attending facts and circumstances of the

case, the plaintiffs have no prima facie case entitling them to the grant of a temporary injunction.

10. The question that the balance of convenience tilts in favour of the plaintiffs is beyond consideration when the plaintiffs have no prima facie case. It appears to me that the balance of convenience lies more in favour of the defendant than the plaintiffs because there is every likelihood of mischief or inconvenience if an injunction is granted rather than withheld. In the present case, withholding the injunction shall suffice to meet the ends of the controversy because the title and possession exclusively vest in the defendant qua the suit property, and there is no likelihood of the plaintiffs suffering any irreparable loss if the relief prayed for is not granted, as the other two ingredients, namely, a prima facie case and the balance of convenience, are absent in the present case, both of which are essential for the plaintiffs to establish in order to obtain a temporary injunction. It is well settled that a plaintiff is required to establish all three cardinal principles in his favour, and the absence of any one of them disentitles the plaintiff to the grant of a temporary injunction. The issue relating to the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, in the prevailing facts and circumstances of the case, is beyond the jurisdiction of this Court. The controversy pertains to the legal sanctity of a document and the claim asserted by the plaintiffs that the defendant has no authority to interfere with their possession, which has been discussed hereinabove. Plaintiff No. 1, if so aggrieved, may invoke the benefits of the provisions of the Maintenance and Welfare of Parents and Senior Citizens Act, 2007, by exhausting an independent remedy, if so legally advised, as this Court, in the present controversy, cannot debate or deliberate upon the social legislation enacted by Parliament, which obligates children to take care of their aged parents.

11. What has been discussed hereinabove, the plaintiffs have no prima facie case, the balance of convenience does not lie in their favour,

and no irreparable loss shall be caused to the plaintiffs in case the relief prayed for is not granted. Therefore, the petition for the issuance of a temporary injunction qua the suit property measuring 3 Kanals falling under Survey No. 2038/1419 is dismissed, and the interim order dated 03-04-2026 is vacated. However, pertaining to the land measuring 5 Kanals and 10 Marlas falling under Survey Nos. 2038/1419 and 2085/1417, as the defendant has raised no claim or concern, status quo shall be maintained by all the parties. The petition is accordingly disposed of and shall form part of the main file.

Announced
27-06-2026

**Addl. District Judge,
Srinagar.**