

Reapan Tikoo Versus Ravi Kaul & Ors.

HRJRA00001832017



Presented on : 02-03-2017

Registered on : 02-03-2017

Decided on : 22-07-2026

Duration : 9 years, 4 months, 20 days.

IN THE COURT OF

Civil Judge Junior Division AT, Jhajjar *

Presided Over by Ms. Aashima Garg

CS/120/2017

Reapon Tikoo son of Sh. Shibhan Kishan Tikoo resident of EA 309,
Electrical Engineering Annex, IIT Bombay, Mumbai.

.....Plaintiff.

Versus

1. Ravi Kaul son of Prithvi Kaul.
2. Raj Kumari wife of Krishan.
3. Ratan Lal son of Ved Pal resident of Sri Nagar.
4. Vikrant son of Radhe Shyam.
5. Deepak son of Radhe Shyam resident of Sarai Aurangabad Tehsil
Bahadurgarh District Jhajjar.
6. Vidya Devi D/o Nem Chand.
7. Laxmi Devi wife of Ved Singh son of Ramnath resident of

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Bahadurgarh District Jhajjar.

8. Ram Chander (since deceased) son of Chandan Lal through his LRs
8(i) Chander Kalan Wd/o 8(ii) Raj Kumar son 8(iii) Mumtaj 8(iv)
Neelam 8(v) Sarita 8(vi) Kaushalaya Ds/o Ram Chander son of
Chandan Lal resident of village Bhasru Khurd District Rohtak.
9. Neeraj son of Mahavir son of Jai Lal resident of village
Bambhewa, Tehsil Beri District Jhajjar.
10. Rakesh wife of Jagmohan resident of Sector-55, Noida.
11. Rajesh son of D.D. Verma resident of Sector-14, Faridabad.
12. Sarita wife of Vijay Kumar son of Hawa Singh resident of Prem
Nagar, Sector-2, Bahadurgarh District Jhajjar.
13. Sarita wife of Radhe Shyam resident of Atam Sudhi Ashram, Delhi
Rohtak Road, Bahadurgarh District Jhajjar.
14. Sushma wife of Kuldeep son of Attar Singh resident of Shahpur
Garhi Narela Delhi.
15. Rajesh son of Tara Chand resident of Bahadurgarh District Jhajjar.
16. Anita wife of Shamsheer son of Raje Ram.
17. Babli wife of Chhotu Ram son of Raje Ram resident of village
Dabaudha Kalan, Tehsil Bahadurgarh District Jhajjar.
18. Babita wife of Madan Lal S/o Amrit Lal R/o Lowa Khurd Tehsil
Bahadurgarh District Jhajjar.
19. Jagbir son of Rati Ram son of Man Singh resident of village Sohati
Tehsil Kharkhoda District Sonapat.
20. Urojin 135-136/F22, Rohini Sector-3, Delhi.

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21. Sarita D/o Ranbir Singh R/o village Luharheri, Tehsil Bahadurgarh District Jhajjar.
22. Kamlesh wife of Ajay Kumar resident of Sector-2, Bahadurgarh.
23. Satpal son of Daulat Ram son of Kishan resident of Bahadurgarh District Jhajjar.
24. Nirmala wife of Ran Singh son of Surajbhan.
25. Krishna Devi wife of Dharam Singh resident of Nuna Majra, Tehsil Bahadurgarh District Jhajjar.
26. Krishna wife of Rajesh resident of Bahadurgarh District Jhajjar.
27. Rajbala wife of Azad Singh resident of Nilothi Tehsil Bahadurgarh District Jhajjar.
28. Savin Kumari wife of Anil Kumar.
29. Sunita Devi wife of Suresh.
30. Kavita wife of Rakesh.
31. Ajay Kumar son of Phool Kavar resident of Shastri Nagar, Bahadurgarh.
32. Vijay Kumar son of Dhanpat resident of village Gudha Tehsil & District Jhajjar.
33. Sharmila wife of Vinod son of Hukam Singh resident of village Majra (D) Tehsil Beri District Jhajjar.
34. Bimla Devi wife of Jai Singh resident of village Dabaudha Kalan Tehsil Bahdurgarh District Jhajjar.
35. Rekha wife of Krishan Kacham resident of Jairdly District Ambala.
36. Meena Devi wife of Rakesh Kumar resident of Sector-6,

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Bahadurgarh.

37. Tej Singh son of Girdhari Lal.
38. Monika D/o Pushkar both resident of Sarai Aurangabad.
39. Shanta Kaul wife of Chuni Lal.
40. Ramesh son of Moti Lal.
41. Rajdan son of Moti Lal resident of Sri Nagar.
42. Chandro wife of Balbir Singh resident of Nahra Tehsil & District Sonapat.
43. Phoola Tikoo wife of Shibani Krishan.
44. Sandeep Tikoo son of Shibani Krishan both R/o Reshi Mohalla, Habba Kadal Sri Nagar at present R/o 3612, Karner Drive, Shakopee M.N. 55379, U.S.A.
45. Ram Chander.
46. Kaptan.
47. Hem Chander.
48. Prem Singh S/o Chandan Lal son of Sheo Nath.
49. Surender Kumar S/o Surajbhan S/o Chandan Lal R/o Village Bhaishru Khurd Tehsil Sampla District Rohtak.

.....Defendants.

**SUIT FOR DECLARATION, JOINT POSSESSION AND FOR
POSSESSION BY WAY OF PARTITION.**

Present: Sh. M.S. Gulia, counsel for the plaintiff.
Sh. Sanjay Sharma, counsel for the defendants No. 12, 16 & 17.
Sh. Deepak Bhardwaj, counsel for the defendants No. 10 & 11.

JUDGMENT:-

The present matter has come up before this court by way of a civil suit filed by plaintiff against the defendants for declaration that the plaintiff is a co-sharer and in joint possession to the extent of 20/487 share of the suit land mentioned in para No.1 of the plaint and a preliminary decree for partition be passed qua the share of plaintiff i.e. 20/487 share in suit land mentioned in para No.1 of the plaint.

2. The factual matrix of the present case as stated by plaintiff is that the agriculture land comprised in Khewat No. 111/84, Khatoni No. 162 R.N. (38) Kila No. 2(8-0), 9(7-14), 10/2(4-4), 11(4-7), and Khasra No. 229(0-2) kitte 5 land measuring 24 Kanal 7 Marlas situated in the revenue estate of village Sarai Aurangabad Tehsil Bahadrgarh Distt. Jhajjar is the suit property in the present case.

That the defendants No. 45 to 49 were owner in possession in equal share of suit property to the extent of 1/5 share. Each co-sharer was owner in possession of 4 Kanal 19 Marlas in suit property.

The above defendants have appointed their G.P.A. and they have sold their land through G.P.A. to various defendants by various modes. The above defendants have sold more than their share meaning thereby, they have sold excessive share out of suit property.

That the defendant No.48 namely Prem Singh appointed Sh. Sanjay Kumar Jain S/o Ram Kumar Jain R/o Vyas Gali, Bahadurgarh as is General Power of Attorney Holder and Sanjay Kumar Jain executed various sale deeds on behalf of defendant No. 48 out of specific killa No.

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2 of Rect. No. 38. Sanjay Kumar Jain also sold a piece of land measuring 1 Kanal to plaintiff vide sale deed No. 289 dated 02.05.1994 out of Rect. No. 38 Kila No. 2 measuring 8 Kanal to the extent of 20/160 share of land situated in the revenue estate of village Sarai Aurangabad Tehsil Bahadurgarh Distt. Jhajjar. On the basis of above sale deed the land measuring 1 Kanal was entered and mutated in the name of plaintiff vide mutation No. 1838 on 02.05.1994. The said sale deed has not been incorporated in the revenue record till date, despite the best effort of plaintiff.

The above mentioned sale deed is of specific killa number but it is out of joint Khewat meaning thereby it is a share out of entire khewat i.e. to the extent of 20/487 share. The plaintiff is deemed to have purchased the share to the extent of 20/487 share out of khewat No.111/84 Khatoni No. 162 measuring 24 Kanal 7 Marlas situated in the revenue estate of Village Sarai Aurangabad Tehsil Bahadurgarh Distt. Jhajjar.

That the plaintiff has asked the defendants to consider the sale of plaintiff as of 20/487 share of above mentioned khewat No. 111/84 and not as of 1/8 share of killa No. 2 of rect. No. 38 but the defendants did not entertain the request of the plaintiff on one pretext or other and ultimately refused to accede the request of the plaintiff on 15.02.2017. Constrained by these circumstances, plaintiff has filed the present suit.

3. Upon notice, defendants no.10 & 11 appeared and contested the suit of plaintiff by filing joint written statement, wherein, they resisted the claim of plaintiff on certain preliminary grounds such as

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maintainability, no cause of action, no locus standi, estoppel, suppression of true and material facts from the Court and non-joinder and mis-joinder of necessary parties.

On merits, it is submitted that the defendants owned and possessed the total land measuring 1428 Sq. Yards from the suit property out of which defendant No.11 has purchased 12/154 share i.e. vide sale deed No. 2455 dated 14.06.2012 from the land comprised in Khewat No.154/126, Khatoni No.210, Rect. & Killa No.38//9(7-14) and 22/160 share i.e. 1 Kanal 14 Marla comprised in Khewat No.153/125, Khatoni No.209, Rect. & Killa No.38//2(8-0) and the same was entered and mutated in the name of defendant no.11 vide mutation no. 3609 dated 23.06.2012 i.e. measuring 1028 sq. yards marked as ABCD in the site plan and defendant no.10 has purchased the land to the extent of 5/154 share i.e. 5 Marla vide sale deed no.2457 dated 14.06.2012 from land comprised in Khewat no.154/126, Khatoni no. 210, Rect. & Killa no.38//9 (7-14) and 8/160 i.e. 1 Kanal 2 Marla comprised in Khewat no. 153/125 Khatoni no. 209 Rect. & Killa no. 38//2 (8-0) situated within revenue estate of Village Sarai Aurangabad, Tehsil Bahdurgarh, Distt. Jhajjar and the same was entered and mutated in the name of defendant no.10 vide mutation no. 3608 dated 23.06.2012 i.e. measuring 400 sq. yards marked as CDEF in the site plan. It is also submitted that the defendant no. 10 & 11 had purchased the above said land through GPA holder Sh. Prem Singh. i.e. defendant no.48 brother of Ram Chander i.e. defendant no. 45 on 14.06.2022 vide sale deed no. 2455 & 2457 and defendant no. 10 & 11

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got the physical possession of the land on 14.6.2012 and still defendant no. 10 & 11 are in actual possession of the above said land. The plaintiff and other defendants except the answering defendants have no rights, title and interest in the suit land whatsoever. It is further submitted that defendant no. 10 & 11 are bonafide purchasers of the above said land under the provisions of section 41 of Transfer of property Act. The possession was handed over to them at the time of execution of their sale deeds and they are in settled possession of their respective shares.

It is submitted that the answering defendants purchased the land measuring 1 Kanal 2 marla from the true owner of the land after paying the valuable sale consideration and further alienated the same after receiving the sale consideration from her vendees.

It is submitted here that the contents of this para of the plaint are totally wrong as the plaintiff alleged himself owner of 20/160 share in this para out of Rect. No. 38, Killa no.2 (8-0), whereas the plaintiff further claim 20/487 share in his prayer para of the plaint. Hence, the suit of the plaintiff is not maintainable on this ground only. Denying all other averments of the plaint, dismissal of the suit is prayed for.

4. Upon notice, defendants no.12, 16 & 17 have appeared and contested the suit of plaintiff by filing joint written statement, wherein, they resisted the claim of plaintiffs on certain preliminary grounds such as maintainability, no cause of action, no locus standi, estoppel, suppression of true and material facts from the Court and non-joinder and mis-joinder of necessary parties.

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On merits, it is submitted that the answering defendant owns and possesses 12/487 share i.e. land measuring 1 Kanal 2 Marla out of Khewat No. 153/125, Khatoni No. 209, Must & Killa No. 38/2 (8-0), Khewat No. 154/126, Khatoni No. 210, Must. Killa No. 38/9 (7-14), Khewat No. 55/127, Khatoni No. 211 Must. & Killa No. 38/11(4-7), Khewat No. 156/128, Khatoni No. 212 Must. & Killa No. 38/10/2 (4-4), 229 (0-2) land measuring 24 Kanal 7 Marla, from Sh. Vikrant S/o Radhey Shyam S/o Sh. Bale Ram R/o Village Tikri Kalan R/o Delhi vide sale deed No. 6637 dated 31.10.2012 after paying valuable sale consideration and after owned the said land the answering defendant alienated land measuring 50 Sq. Yards in favour of Rajesh Rathee S/o Tara Chand Rathee R/o Shastri Nagar, Bahadurgarh, Distt. Jhajjar out of the said land and land measuring 200 Sq. Yards in favour of Smt. Anita W/o Sh. Shamshare S/o Raje Ram, land measuring 100 Sq. Yards. In favour of Smt. Babli W/o Sh. Chotu Ram S/o Raje Ram R/o Village Dabodha Kalan Tehsil Bahadurgarh and land measuring 100 Sq. Yards in favour of Smt. Babita W/o Madan Lal S/o Amrit Lal Resident of Village Lowa Khurad similarly land measuring 200 Sq. Yards in favour of Sh. Jagbir Singh S/o Rati Ram S/o Maan Singh R/o Village Sothi Tehsil Kharkhoda, District Sonipat being the lawful owner and in possession vide sale deed No. 3967 dated 14.08.2013. It is further submitted that the necessary mutation is also entered and sanctioned in the revenue record in the name of new vendee and after the execution of the sale deed in favour of new vendee, the possession was handed over to the vendees at the same time and they

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are in settled possession of their respective shares. It is further submitted that the above said vendees are also the necessary party.

However, it is submitted here that the defendant purchased the land measuring 1 Kanal 2 Marla from the true owner of the land after paying the valuable sale consideration and further alienated the same after receiving the sale consideration from her vendees.

It is submitted that the contents of this para of the plaint are totally wrong as the plaintiff alleged himself owner of 20/160 share in this para out of Rect. No. 38, Killa No. 2 (8-0), whereas the plaintiff further claim 20/487 share in his prayer para of the plaint. Hence, the suit of the plaintiff is not maintainable on this ground only.

The sale deed of the plaintiff is fake, fictitious and the same was only paper made entry without any sale consideration. The said sale deed has no value in the eye of law being sham. Denying all other averments of the plaint, dismissal of the suit is prayed for.

5. Upon notice, defendants no.45 & 48 have appeared and contested the suit of plaintiff by filing joint written statement, wherein, they resisted the claim of plaintiff on certain preliminary grounds such as maintainability, no cause of action, no locus standi, estoppel, suppression of true and material facts from the Court, barred by limitation and non-joinder and mis-joinder of necessary parties.

On merits, it is submitted that the defendants are peace loving and law abiding persons. No share holder can sell the land more than his share and the averments of alleged GPA is categorically denied. The

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averment made by the plaintiff are false and fictitious. Prem Singh never appointed Sanjay Kumar Jain as General Power of Attorney Holder. That parties to the property have raised valuable construction over the property under their possession and are residing separately since about more than 20 years and are not joint in any manner. Denying all other averments of the plaintiff, dismissal of the suit is prayed for.

6. Replication not filed. On the basis of pleadings of the parties, following issues were framed vide order dated 26.04.2024:-

1. Whether the plaintiff is entitled to a decree for declaration as prayed for ?OPP
2. Whether the plaintiff is entitled to a decree for possession by way of partition as prayed for?OPP
3. Whether the suit of the plaintiff is not maintainable in the present form?OPD
4. Relief.

PLAINTIFF'S EVIDENCE

ORAL EVIDENCE

7. In order to prove its case, plaintiff has examined himself as PW1, Shri Bhagwan, Vasika Navis Tehsil Bahadurgarh District Jhajjar as PW2, Joginder HRC, DC Office, Jhajjar as PW3, Vikas Patwari as PW4, Deepak Jain as PW5. In brief summary of evidence of the witnesses of the plaintiffs is as under:-

(i) PW1 Reapon Tikoo who stepped into the witness box and tendered his duly sworn affidavit Ex.PW1/A to be read in his examination-in-chief, wherein he reiterated the version of plaintiff which is not reproduced here for the sake of brevity.

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In cross-examination, he admitted that he did not verify as to whether Sanjay Kumar Jain, GPA Holder of Prem Singh was empowered to sell how much land of Prem Singh. He further admitted that he is not in physical possession of the suit property. He volunteered to say that he had done fencing of the area purchased by him. He further stated that he did not get the GPA verified from the competent authority. He denied having knowledge of the sale deed in favour of defendants No.12,17 & 16. He stated that when he came in April, 1994, then the Tehsildar verified the GPA. He further stated that he gave the sale consideration in cash and he does not have any receipt of the same. He stated that he knows the witness Chaman Lal but does not know Om Parkash Namberdar, both of whom are the witnesses to his sale deed. He stated that Chaman Lal has expired. He stated that he gave evidence in the case of Phoola Tikoo and Sandeep Tikoo whose civil cases are pending. He further admitted that there is no document on the file vide which he had appointed Deepak Jain as his authorized representative to execute the sale deed. He denied the suggestion that he is deposing falsely.

(ii) PW2 is Shri Bhagwan Nakha Navis, Tehsil Complex, Bahadurgarh stepped into the witness box and brought the summoned record and proved certified copy of register entries at serial No.266 to 274 as Ex.P11 to Ex.P19. He further proved certified copy of sale deed Ex.P20 to Ex.P28. In his cross-examination, he admitted that there are certain cutting in the entries. He further stated that no sale consideration was given by any party before him. He denied the suggestion that he is

deposing falsely.

iii) PW3 is Joginder HRC DC Office, Jhajjar stepped into the witness box and brought the summoned record and proved the GPA No.4/520 dated 21.02.1994 executed by Prem Singh in favour of Sanjay Kumar Jain. Through the GPA, Prem Singh and Ram Chander sons of Chandan Lal had appointed Sanjay Kumar Jain as there General Power of Attorney Holder with respect to 5 Kanal 10 Marla share in the suit property. He further stated that sale deeds No.281 to 289 dated 02.05.1994 are correct as per record and are Ex.P20 to Ex.P28. In his cross-examination, he stated that he cannot tell whether the GPA Ex.P29 was ever cancelled. He denied the suggestion that he is deposing falsely.

(iv) PW4 is Vikas Patwari stepped into the witness box and brought the summoned record and proved jamabandi Khewat No.111/84 for the year 1991-1992 (Ex.P30). He stated that as per the record Ram Chander, Kaptan, Hem Chander, Prem Singh and Surender had 1/5th share i.e. 4 Kanal 17 Marla each out of total 24 Kanal 7 Marla. He further stated that mutation No.1822 in favour of Phoola Tikoo is (Ex.P37) and 1823 in favour of Sandeep Tikoo (Ex.P38) was cancelled vide a decree dated 21.02.2012 and mutation No.3543 (Ex.P45) was entered in favour of Ram Chander. He stated that mutation No.4974 (Ex.P46) was entered vide judgment dated 18.07.2017 and Phoola Tikoo and Sandeep Tikoo were again made owners. That the plaintiff purchased land from Prem Singh vide sale deed No.289 dated 02.05.1994 but the mutation No. 1838 was not sanctioned and was sent to Nazarshani as Prem Singh had sold

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more than his share as at the time of execution of the sale deed he only had 4 Marla left from Killa No. 38/2. He stated that on the day of execution of the sale deed, Prem Singh was owner up to the extent of 14.8 Marla from Killa No.9 out of Khewat No. 111, owner up to the extent of 16.8 Marla from Killa No.10/2 out of Khewat No. 111, owner up to the extent of 10.4 Marla from Killa No.11 out of Khewat No. 111 and had 1/5th share in gair mumkin gadda khad. Meaning thereby that at the time of execution of the sale in favour of the plaintiff he had 2 Kanal 2 Marla share remaining in Khewat No. 111. He admitted that the suit property has not been partitioned till date. In his cross-examination, he stated that he does not know as to whether any appeal was preferred of the above mentioned judgments or not. He further stated that he does not have any personal knowledge of the case.

(v) **PW5 is Deepak Jain** who stepped into the witness box and admitted his signatures at point-A in sale deeds Ex.P20 to Ex.P25 and Ex.P27 to Ex.P28. He stated that in all the above mentioned sale deed he had represented the vendee. He further identified the signatures of his late brother Sanjay Kumar Jain at point-B in sale deed Ex.P22 to P28. In his cross-examination, he admitted that in Ex.P22 to Ex.P26, he represented different persons as vendees. He stated that he cannot tell that Prem Singh had directly executed a sale deed in favour of Vijay Kadian. He further stated that he does not have any authority letter or general power of attorney vide which he was authorized to represent the vendee, the plaintiff. He further stated that his date of birth is 24.09.1976. He further

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stated that when he represented the vendees in sale deeds Ex.P20 to Ex.P25 and Ex.P27 to Ex.P28, then, according to his date of birth, he was a minor. He denied the suggestion that he was not competent to represent the vendees. He denied the suggestion that he is deposing falsely.

DOCUMENTARY EVIDENCE:

1.	Ex.P1	Copy of sale deed No. 289 dated 02.05.1994.
2.	Ex.P2	Jamabandi for the year 1991-1992.
3.	Ex.P3	Aks-sijra.
4.	Ex.P4	Certified copy of sale deed No. 289 dated 02.05.1994.
5.	Ex.P5	Jamabandi for the year 2011-2012.
6.	Ex.P6	Copy of list of owners for the year 2011-2012.
7.	Ex.P7	Jamabandi for the year 2011-2012.
8.	Ex.P8	Copy of list of owners for the year 2011-2012.
9.	Ex.P9	Jamabandi for the year 2011-2012.
10.	Ex.P10	Copy of list of owners for the year 2011-2012.
11.	Ex.P11 to Ex.P19	Certified copy of register entries at serial No.266 to 274.
12.	Ex.P20	Certified copy of sale deed No.281 dated 02.05.1994.
13.	Ex.P21	Certified copy of sale deed No.282 dated 02.05.1994.
14.	Ex.P22	Certified copy of sale deed No.283 dated 02.05.1994.
15.	Ex.P23	Certified copy of sale deed No.284 dated 02.05.1994.
16.	Ex.P24	Certified copy of sale deed No.285 dated 02.05.1994.
17.	Ex.P25	Certified copy of sale deed No.286 dated 02.05.1994.
18.	Ex.P26	Certified copy of sale deed No.287 dated 02.05.1994.
19.	Ex.P27	Certified copy of sale deed No.288 dated 02.05.1994.
20.	Ex.P28	Certified copy of sale deed No.289 dated 02.05.1994.
21.	Ex.P29	Copy of General Power of attorney in favour of Sanjay Kumar Jain.
22.	Ex.P30	Certified copy of Khewat No.111/84 for the year 1991-1992.
23.	Ex.P31	Fard Jamabandi of Killa No. 38/2 for the year 1996-1997.
24.	Ex.P32	Fard Jamabandi of Killa No. 38/2 for the year 2001-

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		2002.
25.	Ex.P33	Fard Jamabandi of Killa No. 38/9 for the year 2006-2007.
26.	Ex.P34	Fard Jamabandi of Khewat No.207//160 for the year 2011-2012.
27.	Ex.P35	Fard Jamabandi of Khewat No.226//207 for the year 2016-2017.
28.	Ex.P36	Mutation No. 1821 dated 02.02.1994.
29.	Ex.P37	Mutation No. 1822 dated 02.02.1994.
30.	Ex.P38	Mutation No. 1823 dated 02.02.1994.
31.	Ex.P39	Mutation No. 2621 dated 06.07.2025.
32.	Ex.P40	Mutation No. 3459 dated 05.07.2010.
33.	Ex.P41	Mutation No. 3787 dated 12.11.2014.
34.	Ex.P42	Mutation No. 3608 dated 11.07.2012.
35.	Ex.P43	Mutation No. 3609 dated 11.07.2012.
36.	Ex.P44	Mutation No. 1864 dated 05.04.1994.
37.	Ex.P45	Mutation No. 3543 dated 21.02.2012.
38.	Ex.P46	Mutation No. 4974 dated 25.05.2023.
39.	Ex.P47	Mutation No. 1836 dated 31.05.1994.
40.	Ex.P48	Mutation No. 1831 dated 31.05.1994.
41.	Ex.P49	Mutation No. 1832 dated 31.05.1994.
42.	Ex.P50	Mutation No. 1833 dated 31.05.1994.
43.	Ex.P51	Mutation No. 1834 dated 31.05.1994.
44.	Ex.P52	Mutation No. 1835 dated 31.05.1994.
45.	Ex.P53	Mutation No. 1836 dated 31.05.1994.
46.	Ex.P54	Mutation No. 1837 dated 31.05.1994.
47.	Ex.P55	Mutation No. 1838 dated 31.05.1994.
48.	Ex.P56	Mutation No. 3786 dated 12.11.2014.
49.	Ex.P57	Mutation No. 1863 dated 05.04.1995.
50.	Ex.P58	Mutation No. 1909 dated 25.01.1996.
51.	Ex.P59	Aks-Sijra.

Thereafter, the evidence of the plaintiff was closed by way of court order on 09.01.2026.

DEFENDANTS' EVIDENCE

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8. In order to rebut the case of the plaintiff, defendants have examined Rajesh Verma (defendant No.11) as DW1, Manjeet, Halqua Patwari as DW2 and Purshotam, Record Keeper, Sub-Registrar Office, Bahadurgarh as DW3. In brief resume of the evidence of defendants are as under:

(i) **Defendant No.11** appeared as DW1 and tendered his duly sworn affidavit Ex.DW1/A to be read in his examination-in-chief wherein, he reiterated the version of written statement which is not reproduced here for the sake of brevity. However, the plaintiff did not cross-examine and despite opportunity.

(ii) **DW2 is Manjeet Halqua Patwari** stepped into the witness box and brought the summoned record i.e. mutation No.3609 dated 10.07.2012 as Ex.D3 and mutation No.3608 dated 10.07.2012, which is correct as per record.

(iii) **DW3 is Purshotam, Record Keeper, Sub-Registrar Office, Bahadurgarh** stepped into the witness box and proved sale deed No. 2455 dated 14.06.2012 (Ex.D1) and sale deed No. 2457 dated 14.06.2012 (Ex.D2).

DOCUMENTARY EVIDENCE:

1.	Ex.D1 & Ex.D2	Certified copy of sale deed No.3967 dated 14.08.2013.
2.	Ex.D1 (again)	Certified copy of sale deed No.2455 dated 14.06.2012.
3.	Ex.D2 (again)	Certified copy of sale deed No.2457 dated 14.06.2012.
4.	Ex.D3	Mutation No.3699 dated 09.10.2013.

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5.	Ex.D3 (again)	Mutation No. 3609 dated 11.07.2012.
6.	Ex.D4	Mutation No.3608 dated 11.07.2012.
7.	Mark-A	Copy of Sale deed No. 6637 dated 31.10.2012.
8.	Mark-B	Mutation No.3646 dated 05.11.2012.

Thereafter, evidence of defendants was closed by way of court order on 27.03.2026.

ARGUMENTS

9. I have heard the rival submissions addressed by learned counsel for the parties. Both learned counsel for the parties have advanced their arguments in terms of their pleadings, hence, the same are hereby not reproduced for the sake of brevity. However, the same shall be discussed in the relevant issues:-

ISSUE-WISE FINDINGS

ISSUES NO.1 & 2:-

10. The burden to prove issues No.1 & 2 lies on the plaintiff. Both the issues are interconnected, therefore taken up together for adjudication.

11. The gist of the case of the plaintiff is that he purchased land measuring 1 Kanal from Sanjay Kumar Jain, GPA Holder of Prem Singh (defendant No. 48) out of Khewat No. 111/84, Khatoni No. 162, Killa No. 38/2 vide sale deed No. 289 dated 02.05.1994 (Ex.P4). It is submitted that although the mutation No. 1838 dated 31.05.1994 (Ex.P55) was entered but the same was not incorporated in the revenue records. It is submitted that the plaintiff is co-owner and in joint possession upto the extent of his

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share in suit property and is therefore, also entitled to partition.

Per contra, it is the case of the answering defendants that they are the subsequent vendees of the vendors of the original owners of the suit property and are in possession of their specific shares. It is submitted that the sale deed of the plaintiff is a forged document. It is further averred that Prem Singh had already sold his share in the suit property and therefore could not have executed the impugned sale deed in favour of the plaintiff.

12. The first and foremost point for determination is that whether the sale deed No.289 dated 02.05.1994 was executed or not. To prove the execution of the sale deed, it is first required to discuss about the validity of GPA No.4/520 dated 21.02.1994 (Ex.P29) executed by Prem Singh (defendant No.48) in favour of Sanjay Kumar Jain.

To prove the same, the plaintiff has examined PW3 who is the record-keeper, DC Office, Jhajjar who has compared the same with the original. Although, the defendant No. 48, Prem Singh has denied the execution of the GPA in favour of Sanjay Kumar Jain in his written statement but he did not cross-examine the plaintiff despite opportunity nor has he tendered any witness or document to rebut the authenticity of the same. The law is fairly settled on this point that a person challenging the validity of registered document is supposed to discharge its burden. There is no dispute on the point that when signatures on certain documents have been denied by the shown executor, then the burden to prove the genuineness of signatures is upon the party who is asserting it

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so but in the case of a registered document because of presumption correctness is attached to the document, to have been executed in due course, the party denying his signatures on such document is burdened to prove so and only in the event of him actually discharging this burden, the burden to prove his signatures on the document shifts other party. In the present case, it is the defendant no. 48, who is denying his signatures on the impugned register in power of attorney and therefore, the initial burden to prove that he never appended his signatures on the said document was on him. Therefore, there is nothing on record to doubt the execution of the GPA i.e. Ex.P29 in favour of Sanjay Kumar Jain and the same has been validly executed.

13. The next question is whether through the said GPA, Sanjay Kumar Jain was authorized to sell the share as sold by him to the plaintiff. Perusal of the GPA shows that Prem Singh and Ram Chander had authorized Sanjay Kumar Jain to sell their respective share in the suit property. Further, PW3 in his chief-examination has stated that Sanjay Kumar Jain was authorized to sell 5 Kanal 10 Marla out of the Khewat No. 111, Khata no. 162 and Khewat No. 44, Khata No. 57. Therefore, the GPA Holder had the power to execute sale deeds with respect to the suit property on behalf of Prem Singh.

14. Now, coming to the sale deed No. 289 dated 02.05.1994 (Ex.P4) in favour of the plaintiff. To prove the execution of the sale deed, the plaintiff has himself stepped into the witness box as PW1 and has deposed about the factum of the execution of the sale deed. He stated that

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he had appointed Deepak Jain, who is the brother of Sanjay Kumar Jain (GPA Holder), to purchase the property on his behalf. However, he has admitted that he does not have any written document authorizing Deepak Jain to sign on his behalf. He further stated that one of the witnesses of the sale deed Chaman Lal Khair has expired and he does not know the whereabouts of the second witness i.e. Om Parkash, Namberdar. PW2 is Shri Bhagwan, Deed Writer who has stated that he had drafted the sale deed (Ex.P4) and the entry of the same is at serial No. 274 in his register (Ex.P19). He further got examined Joginder, Record-Keeper as PW3 who has compared the sale deed of the plaintiff with the record maintained by the office and the same is correct. PW5 is Deepak Jain, who represented the plaintiff during the execution of the sale deed and has identified his signatures at point-A on the sale deed (Ex.P4). He stated that in sale deeds Ex.P20 to Ex.P25 and Ex.P27 & Ex.P28, he represented the respective vendees. He also identified the signatures of his late brother Sanjay Kumar Jain at Point-B on the above mentioned sale deeds including the sale deed of the plaintiff.

15. In the considered opinion of the court, the plaintiff has proved the factum of execution of sale deed by Prem Singh through his GPA holder Sanjay Kumar Jain in favour of the plaintiff. Here, it is also pertinent to mention that the best person to disprove the execution of the GPA and the sale deed was Prem Singh himself who has conveniently, having full knowledge of the pendency of the present suit, has merely filed the written statement denying the averments of the plaintiff and has

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not examined any plaintiff witness despite opportunity and has also not produced any witness or document in his support and was proceeded against exparte on 06.02.2026 at the stage of defendant evidence. Adverse presumption can safely be drawn against him.

16. Another important aspect to be discussed is whether the property sold to the plaintiff was more than the share of Prem Singh in specific killa No. 38/2. PW4, Halqua Patwari has categorically stated that the mutation No.1838 (Ex.P55) of the plaintiff was sent for review as Prem Singh did not have 1 Kanal share left in Killa No.38/2 and only had 4 Marla left.

Perusal of jamabandi for the year 1996-1997 (Ex.P31) clearly shows that since the sale deeds were being executed of specific killa numbers, therefore, in the said jamabandi all the killa numbers are separately mentioned along-with the names of the co-sharers in those specific killa numbers. At page No.68 of Haryana Land Record Manual, under the head Classification of Mutation, it has been recorded:-

“Transfer of Property Act.

2. *Sale of share in specific numbers (Khas numbers ka hissa bai)-when some co-shares transfer their shares from some numbers then separate khewat will be recorded of those specific numbers with purchaser and co-sharers because purchaser has purchased the rights in some numbers and not in all. Mutation will be entered accordingly.”*

17. Therefore, the perusal of the sale deeds executed in the name of Prem Singh of specific killa No. 38/2 and the categorical evidence of

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the patwari as PW4, it is clear that at the time of execution of the sale deed in favour of the plaintiff, Prem Singh had only 4 Marla left in killa No. 38/2 instead of 1 Kanal as sold to the plaintiff. On 02.05.1994, various sale deeds were executed of specific killa No. 38/2 by Sanjay Kumar Jain for Prem Singh but the sale deed of the plaintiff is later in time to the other sale deeds i.e. sale deed No. 281 to 288 which were executed before the sale deed No. 289 of the plaintiff, however, on the same day i.e. 02.05.1994. Further, it is also noticed that the mutation No. 1838 of the plaintiff was also later in time after the entry of mutation No. 1831 to 1837 of the above mentioned sale deeds which are prior in time to the sale deed of the plaintiff.

18. The learned counsel for the plaintiff has stated that the sale of specific killa number should be deemed to be that of share of Prem Singh in the entire suit property and Prem Singh had 2 Kanal 2 Marla left in the entire Khewat on 02.05.1994 and therefore the plaintiff should be declared a co-sharer in the entire suit property. Even if, for the sake of argument, this contention of the plaintiff is accepted, then too in the absence of an express relief of cancellation of sale deeds, the same cannot be granted. Further, presently Prem Singh has no share left in the entire suit property and the same has been sold further. It cannot be adjudged as to which sale deed should be cancelled to pave the way for the plaintiff to be declared a co-sharer.

Therefore, in the light of above discussion, the issues No.1 & 2 are decided in favour of the defendants.

ISSUES NO.3 :

19. The onus to prove this issue was cast upon the defendants. In order to prove this issue, the defendants have stated that the suit property is agriculture in nature and therefore, the civil court has no jurisdiction to partition the agricultural land and the same lies with the revenue court as per Section 158 of the Punjab Land Revenue Act, 1887.

20. At this stage, it is imperative to advert to the legal provisions. Section 9 of the Code of Civil Procedure, 1908 states that “The Courts shall (subject to the provisions herein contained) have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is either expressly or impliedly barred.” Thus, the general rule is one of jurisdiction, and exclusion is an exception. However, where a special law expressly bars civil jurisdiction, the bar operates with full force.

21. Perusal of the jamabandi shows that the suit property is agricultural in nature and only out of 24 Kanal 7 Marla, only 2 Marla i.e. Khasra No. 229 is non-agricultural and gair mumkin in nature, which is a minuscule. Further, there is no oral evidence on the file to show that the nature of the property has been changed.

In the light of above discussion, the jurisdiction of the civil court is specifically barred as per the special law.

ISSUE NO.4 (RELIEF):

22. In view of the facts and circumstances of the case discussed above and evidences led by the plaintiff, the suit of the plaintiff is hereby dismissed without cost. Decree sheet be drawn accordingly. Unutilized

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DM and unexhibited or photostat documents be returned to party concerned as per rules. File be consigned to the record room after due compliance.

**Pronounced in open court
on this 22nd day of July, 2026**

Sudesh Rani, Stenographer

**(Aashima Garg),
CJ(JD), Bahadurgarh.
(UID:HR0613)**

Note: Certified that all the twenty five pages of this judgment have been checked and signed by me.

**(Aashima Garg),
CJ(JD), Bahadurgarh.
(UID:HR0613)**

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