

IN THE COURT OF SH. VINAY SINGHAL:
DISTRICT JUDGE-09: (CENTRAL):
TIS HAZARI COURTS: DELHI.

CS DJ No. 618645/2016
CNR No. DLCT-010001982004

In the matter of:-

1. **Shri Amrit Rai Aggarwal**
S/o Late Shri Thakur Dass Aggarwal
 2. **Shri Atul Aggarwal**
S/o Shri Amrit Rai Aggarwal
Both Residents of:
B-1/16-B, Paschim Vihar,
New Delhi-110063.
 3. **Shri Sameer Aggarwal**
S/o Shri Suresh Chandra
 4. **Smt. Krishna**
W/o Shri Suresh Chandra
Both Residents of:
45, Bungalow Road, Kamla Nagar,
Delhi-110007.
- PLAINTIFFS
- Versus**

1. **Shri Amar Singh**
S/o Shri Ganga Ram
R/o House No. 63, Gali No. 2,
Jwala Nagar, Shahdara, Delhi-110032.
2. **Smt. Shashi Bala**
W/o Sh. Satish Kumar
3. **Sh. Satish Kumar**
S/o Shri Ramesh Chand
Both Residents of:
House No. 3/40, Sehdev Gali, Vishwas Nagar,
Shahdara, Delhi-110032.
4. **Shri Dilip Kumar**
S/o Shri Prem Chand
R/o 32, Shreshtha Vihar
Delhi-110092.

5. **Shri Pankaj Jain**
426-431, Friends Industrial Colony,
Gali No. 8, G.T. Road, Shahdara,
Delhi-110032.
6. **Shri Suresh Chand Gupta**
426-431, Friends Industrial Colony,
Gali No. 8, G.T. Road, Shahdara,
Delhi-110032. DEFENDANTS

A N D

1. **Counter Claim No. 28/2026**

Shri Dilip Kumar
S/o Shri Prem Chand
R/o 32, Shreshtha Vihar
Delhi-110092.

....Counter-claimant/defendant no. 4

versus

Shri Amrit Rai Aggarwal
S/o Late Shri Thakur Dass Aggarwal
Resident of:
B-1/16-B, Paschim Vihar,
New Delhi-110063.

....Non-Counter-claimant/Plaintiff no. 1

2. **Counter Claim No. 29/2026**

Sh. Satish Kumar S/o Shri Ramesh Chand
House No. 3/40, Sehdev Gali,
Vishwas Nagar, Shahdara,
Delhi-110032.

....Counter-claimant/defendant no. 3

versus

Shri Amrit Rai Aggarwal
S/o Late Shri Thakur Dass Aggarwal
Resident of: B-1/16-B, Paschim Vihar,
New Delhi-110063.

....Non-Counter-claimant/Plaintiff no. 1

3. **Counter Claim No. 31/2026**

Smt. Shashi Bala

W/o Sh. Satish Kumar

House No. 3/40, Sehdev Gali,

Vishwas Nagar, Shahdara,

Delhi-110032.

....**Counter-claimant/defendant no. 2**

versus

Shri Amrit Rai Aggarwal

S/o Late Shri Thakur Dass Aggarwal

Resident of: B-1/16-B, Paschim Vihar,

New Delhi-110063.

....**Non-Counter-claimant/Plaintiff no. 1**

Date of Institution of Suit	:	10.12.2004
Date of pronouncement of Judgment	:	09.06.2026

**SUIT FOR POSSESSION, MESNE PROFITS AND
CANCELLATION OF DOCUMENTS I.E. SALE DEEDS,
AGREEMENT TO SELL, GPA, SPA AND OTHER
DOCUMENTS UNDER SECTION 33 OF THE SPECIFIC
RELIEF ACT AND FOR PERMANENT AS WELL AS
MANDATORY INJUNCTION**

JUDGMENT

1. Vide this common judgment, the suit for Possession, Mesne Profits and cancellation of documents i.e. Sale deeds, Agreement to Sell, GPA, SPA and other documents under Section 33 of the Specific Relief Act and for permanent as well as mandatory injunction filed on behalf of plaintiffs as well as the counter-claims of defendants nos. 2, 3 & 4 stand dismissed.

PART-A
(PLAINTIFFS' CASE)

2. One Sh. Dault Ram was the owner of an around 5032 sq. yard plot on GT Road Shahdara. Delhi.
3. He sold an area of 1636 sq. yards out of the said plot to one Sh. Ishwar Dass, who sold it to another person/entity and ultimately the present plaintiffs became the registered owners of land measuring 1636 sq. yards via various sale deeds.
4. As per the plaint, the present plaintiffs filed a suit for rendition of accounts, declaration and injunction against the tenant qua the said portion including one Sher Singh before the Hon'ble High Court of Delhi in which the plaintiff Amrit Rai Aggarwal was appointed as Receiver to collect the rent.
5. The plaintiffs also filed an eviction petition against said Sher Singh in which eviction order dated 06.04.1995 was passed by the concerned court.
6. The plaintiffs filed execution petition with respect to the said eviction order dated 06.04.1995.
7. In the said execution petition, the defendant no. 2 herein filed objections claiming an independent title in the suit property alleging that said Sher Singh was never a tenant in possession of the suit property.
8. It is stated that Sh. Daulat Ram could not have executed Agreement to Sell dated 22.06.1979 in favour of defendant no.1 as he migrated to Pakistan in 1950 and obtained citizenship therein which fact is also part of an insolvency

proceedings filed against said Daulat Ram before the court of Ld. District Judge, Delhi.

9. The defendant no.2 herein, in order to prove her title qua the said portion which was the subject matter of the eviction order, placed reliance on Agreement to Sell, GPA and Will dated 05.02.1997 as well as *jamabandi* and *khasra girdwari* qua the said land.
10. As per the defendant no.2 (objector therein), she purchased the property from Amar Singh-defendant no.1 who allegedly purchased the same from Daulat Ram vide Agreement to Sell/GPA/Receipt dated 22.06.1979.
11. The said objections were dismissed by the Executing Court vide order dated 10.04.2001 holding that the documents relied upon by defendant no. 1(objector therein), were of a period executed after the passing of eviction order and hence of no consequence as far as the eviction order is concerned.
12. Against the said dismissal order dated 10.04.2001 qua the objections, the defendant no.2 herein filed an appeal before Id. Rent Control Tribunal.
13. It is stated the during the pendency of the said appeal, the defendant no. 2 executed an SPA dated 24.12.2001 in favour of her husband/defendant no.3.
14. It is further submitted that defendant no.3 in pursuance of SPA dated 24.12.2001 executed by defendant no. 2 in his favour, sold 97.45 sq. yard of land belonging to defendant no. 2 to defendant no. 2 herself vide Sale Deed dated 26.12.2001.

15. Thereafter, defendant no.2 sold the very same land to defendant no. 4 on 02.09.2002.
16. Subsequently, the defendant no.4 sold the same to defendant no. 5 & 6.
17. It is accordingly stated that as Sh. Daulat Ram being not in India as well as being not an Indian citizen in 1979, the Agreement to Sell relied upon by defendant no. 1 showing himself as a *bonafide* purchaser from Daulat Ram being an invalid document, any subsequent sale to defendant no. 1 and by him to defendant no. 2 and execution of Special Power of Attorney(SPA) by defendant no. 2 in favour of defendant no.3 and execution of sale documents on the strength of said SPA by defendant no. 3 to defendant no. 2 and on the basis of said sale deed, the sale by defendant no. 3 to defendant no. 4 and subsequent sale by defendant no. 4 to defendant 5 & 6 have to be set aside/cancelled and a decree for possession of suit property is required to be passed in favour of plaintiffs as well as to recover the damages to the tune of Rs. 9,25,000/- upto the date of filing of the suit and subsequently @ 50,000/- p.a. besides the decree of permanent injunction qua the suit property as well as passing of decree of mandatory injunction is prayed for by the plaintiffs by seeking the following relief(s).

a) That a decree of setting aside and cancellation of the alleged documents i.e. (1) Agreement to sell, Receipt, G.P.A. dated 22.6.1979 executed by Shri Daulat Ram in favour of the defendant No.1, (ii) Agreement to Sell, G.P.A. Receipt, Will dated 5.2.1997 executed by defendant No.1 in

favour of the defendant No.2 (iii) the alleged S.P.A. dated 24.12.2001 executed by defendant No.2 in favour of the defendant No.3 and (iv) alleged Sale deed dated 26.12.2001 executed by the defendant No.3 in favour of the defendant No.2 and (v) Sale deed dated 2.9.2002 executed by defendant No.2 in favour of defendant No.4, may kindly be passed in favour of the plaintiffs against the defendants thereby treating the said documents in respect of the premises bearing No.426-431, situated at Friends Industrial Area, Gali No.8. G.T. Road, Shahdara. Delhi shown red and green the site plan attached as null and void, not binding on the plaintiffs.

(b) That a decree for possession may kindly be passed in favour of the plaintiffs against the defendants thereby directing the defendants to the peaceful vacant hand over and physical shown in red possession of the suit premises colour in site plan forming part of the Property bearing No.426-431, situated at Friends Industrial Area, Gali No.8, G.T.Road, Shahdara, Delhi shown red in the site plan attached.

(c) That a decree for the recovery of the amount of Rs.9,25,000/-be passed in favour of the defendant for the the and plaintiff against recovery of the future damages at the rate of Rs.50,000/- per month from 1st October onwards till the vacant and physical possession is handed over to the plaintiffs, the plaintiffs undertake to pay the requisite court fee on the future damages for the amount so decreed by this Hon'ble court.

(d) Interest at the rate of 18% p.a. on the above and future recovery of the amounts be also awarded to the till the plaintiffs and against the defendants.

(e) A decree of permanent Injunction may also be passed in favour of the plaintiffs defendants thereby against the restraining the defendants, their employees, assignees, nominees, servants. etc. from transferring, selling, dealing alienating in any manner and creating, third party interest on the above said property shown in red and green colour in the site plan or any part thereof in any manner whatsoever;

(f) A decree for mandatory injunction may also be against the passed in favour of the plaintiffs defendants thereby directing them to dismantle, demolish and remove the unauthorised construction in the said premises shown in red colour in the site plan attached as the execution in respect of the green portion forming part of the property bearing No.426-431, Friends Industrial Area, Gali No.8, Shahdara, Delhi shown in red colour in the forthwith and restore the site plan attached property in its original condition.

PART-B

(DEFENDANTS' CASE)

18. Defendant no.1 had chosen not to contest the suit and accordingly was proceeded exparte.
19. As far as the defendant no. 2 and 3 are concerned, they filed a joint written statement along with counter-claims.
20. Defendant no. 2 & 3 took the preliminary objections to the

effect that the suit property's description as of Friends Colony, Industrial Area GT Road, Shahdara, Delhi is not correct as the property of which the defendant no. 2 & 3 were the owners, is a different property than that of the suit property as the property belonging to them falls in Jhilmil, Tihar Pur area having khasra no. 371/39-42-44/313/56 whereas the suit property qua which the suit has been filed falls in khasra no. 642 Chandrawali.

21. The defendant no. 2 & 3 have claimed that defendant no.1 purchased the property belonging to them from Daulat Ram and thereafter defendant no. 1 sold the same to defendant no. 2.
22. In nutshell, the defendants have claimed that they are having no concern with the suit property as described in the plaint.

Counter-claim filed by defendant no. 2 & 3

23. The defendant no. 2 & 3 by virtue of counter-claims sought a decree of declaration that the eviction order 06.04.1995 passed in eviction petition filed by the plaintiffs against Sher Singh is not binding upon them, in view of the subsequent declaration sought by them that the property of which the defendant no. 2 & 3 were the owners falls in khasra no. 371/39-42-44/313/56 in the area of Jhilmil Tiharpur and is a distinct property from that of the suit property and accordingly sought a decree of injunction restraining the plaintiffs from executing the said eviction order against them.

24. Defendant no. 4 filed a separate written statement along with counter-claim.
25. The defendant no.4 took the defence as taken by defendant no.2 & 3.

Counter-claim of defendant no. 4

26. In the counter-claim, the defendant no. 4 has also sought the very same relief as sought by defendant no. 2 & 3.
27. Defendant no. 5 & 6 have not filed any written statement and accordingly they were proceeded exparte.

PART-C

(ISSUES)

28. Vide order dated 11.01.2012, following issues were framed:

(1) Whether defendant no. 2 had been the owner of the suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends industrial Colony, Shahdara, Delhi in his own right? OPD2

(2) Whether there was a previous proceeding by Smt. Kumsum Lata and Smt. Lila Wati in case no. 1551/8 for rendition of account, declaration and injunction and so what has been out come of the suit and what is its effect? OPD 2, 3, and 4

(3) Whether the plaintiff has paid appropriate Court Fees on the suit? OPP

(4) Whether this suit is not maintainable in view of preliminary objections no. 1 and 4 of the written statement of defendant no. 4? OPD4

(5) Whether the plaintiff is entitled to a decree of cancellation of documents agreement to sell, receipt, GPA dated 22.06.1979 executed by Sh. Daulat Ram in favour of defendant no.1 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(6) Whether the plaintiff is entitled to cancellation of agreement to sell, GPA, receipt, Will dated 05.02.1997 executed by defendant no. 1 in favour of defendant no. 2 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(7) Whether the plaintiff is entitled to cancellation of SPA dated 24.12.2011 executed by defendant no. 2 in favour of defendant no.3 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(8) Whether the plaintiff is entitled to cancellation of sale deed dated 26.12.2001 executed by defendant no. 3 in favour of defendant no. 2 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(9) Whether the plaintiff is entitled to cancellation of sale deed dated 02.09.2002 executed by defendant no. 2 in favour of defendant no. 4 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(10) Whether the plaintiff is entitled to a decree of possession of suit property as claimed? OPP

(11) Whether the plaintiff is entitled to a decree for recovery of Rs.9,25,000/- as claimed? OPP

(12) Whether the plaintiff is entitled to recovery of future damages @ Rs.50,000/- per month and if so against whom and for which period? OPP

(13) Whether the plaintiff is entitled to any interest and if so, at what rate and what amount and for which period? OPP

(14) Whether the plaintiff is entitled to permanent injunction as claimed? OPP

(15) Whether the plaintiff is entitled to mandatory injunction as claimed? OPP

(16) Whether the respective counter claims of defendants no. 2 and 3 as one group and defendant no. 4 separately are liable to be rejected for none payment of appropriate Court Fees? (Onus of proof on respective defendants/counter claimants)

(17) Whether the defendants no. 2 and 3 are entitled to declaration as claimed in the counter claim? OPD2 and 3

(18) Whether the defendant no. 2 and 3 are entitled to injunction as claimed? OPD2 and 3

(19) Whether defendant no. 4 is entitled to declaration as claimed? OPD4

(20) Whether the defendant no. 4 is entitled to decree of injunction as claimed? OPD4

(21) What reliefs can be granted in the present suit and counter claim to whom and in what terms?

PART-D

(PLAINTIFF'S EVIDENCE)

29. Plaintiffs examined plaintiff no. 1 Sh. Amrit Rai Aggarwal as PW-6 vide affidavit Ex. PW6/A, who proved on record the following documents:-

S.No.	Document(s) details	Exhibit
1	Photocopy of Sale deed dt. 31.05.1949 executed by Daulat Ram in favour of Ishwar Dass.	PW6/1(OSR)

2	Photocopy of Sale deed dt. 10.04.1953 executed by Ishwar Dass in favour of M/s Lachhi Narayan Ram Jiwan (in Urdu language) and its English translation.	PW6/2 (OSR) & PW6/3
3	Photocopy of Sale deed dt. 27.03.1962 executed by M/s Lachhi Narayan Ram Jiwan in favour of (i) Laxmi Narayan Aggarwal (25% share), (ii) Brij Mohan (15% share), (iii) Ghansham Dass (15%), (iv) Tara Chand (10% share), (v) Jugal Kishore (10% share), (vi) Tej Ram Aggarwal (15% share) and (vii) Amar Nath Aggarwal (10% share).	PW6/4(OSR)
4	Photocopy of Sale deed dt. 18.08.1963 executed by Laxmi Narain Aggarwal, Tej Ram Aggarwal and Amar Nath (minor through his father) qua one half undivided share in favour of Lilawati.	PW6/5(OSR)
5	Photocopy of Sale deed dt. 18.08.1963 executed by Brij Mohan Mittal, Ghanshyam Dass (minor through his father), Tara Chand and Jugal Kishore qua other one half undivided share in favour of Suresh Chandra and plaintiff, Shashi Kumar and Ravi Kumar.	PW6/6(OSR)
6	Photocopy of sale deed dt. 25.06.1970 executed by Suresh Chandra qua 1/8 th share in favour of Krishna and (plaintiff no.3).	PW6/7(OSR)
7	Photocopy of sale deed dt. 13.02.1985 executed by Lilawti qua 1/4 th share in favour of Atul Aggarwal.	PW6/8(OSR)

8	Photocopy of sale deed dt. 13.02.1985 executed by Kusum Lata qua 1/4 th share in favour of Sameer.	PW6/9(OSR)
9	Photocopy of sale deed dt. 31.08.1998 executed by Ravi Kumar qua 1/8 th share in favour of Krishna (plaintiff no. 3).	PW6/10(OSR)
10	Photocopy of sale deed dt. 31.08.1998 executed by Shashi Kumar Gupta qua 1/8 th share in favour of Krishna (plaintiff no. 3).	PW6/11(OSR)
11	Photocopy of GPA dt. 22.01.2004 executed by plaintiff nos. 2 to 4 in favour of plaintiff no. 1.	PW6/12(OSR)
12	Document Ex. PW6/13 is not filed on record.	
13	Citation AIR, Punjab High Court 1962	PW6/14
14	Certified copy of order dt. 15.04.2005 passed in CM(M) No. 619/2005	PW6/15
15	Certified copy of order dt. 09.08.2005 passed in RCA No. 359/2005 titled as 'Dilip Kumar vs Amrit Rai & Ors.	PW6/16
16	Certified copy of order dt. 10.02.2006 passed in CM(M) No. 1798/2005 titled as 'Dilip Kumar vs Amrit Rai.	PW6/17
17	Carbon Copy of notice dt. 17.08.2004 along with its postal receipts	PW6/18 to PW6/24
18	Original UPC receipt	PW6/25
19	Original undelivered registered AD	PW6/26 to 29
20	Acknowledgment showing service	PW6/30 & PW6/31

21	Original undelivered envelopes	UPC	PW6/32 to PW6/33
22	Photocopies of Rent Deeds		PW6/34 and 37 (OSR). Ex. PW6/35 and 36 are not on record.
23	Site plan		PW6/38

30. During cross-examination, PW-6 deposed as under:-

a) he deposed that all the title documents in favour of the plaintiffs right from the first document executed by Daulat Ram in favour of Ishwar Dass talks about undivided share of an area of 1636 sq. yard out of total area of land 5036 sq. yards belong to Daulat Ram.

b) he also deposed that there is no division of the land from which he purchased the property.

c) he also deposed that he does not know whether the suit property falls within Chandrawali or Jhilmil area.

d) he also deposed that there is also a dispute as to whether the suit property falls in Chandrawali or Jhilmil area.

e) he also deposed that he has not filed any complaint with respect to mutation of the property pertaining to khasra as claimed by defendant no. 2 to 4 before the Revenue Authority despite having knowledge of the same since the time of pendency of eviction petition.

f) he also deposed that no site plan was prepared with respect to the suit land.

g) he also admitted that in none of the chain of documents relied upon by the plaintiffs, there is any site plan attached showing the undivided share purchased by them.

h) he denied that the sale deed in favour of defendant no. 4 pertains to a property distinct from the suit property.

31. Plaintiffs also examined officials from the O/o Sub-Registrar, Seelampur, Record Room (Sessions), Tis Hazari Courts, Record Room (Civil), Karkardooma Courts, Record Room (Small Cause Court) Tis Hazari Court and Record Room(Civil), Tis Hazari Courts as PW1 to PW5 respectively in order to prove on record the following documents:-

1. Certified copy of Sale Deed executed by Sh. Satish Kumar Garg in favour of Smt. Shashi Bala qua property no. 426-431, Ground Floor, covered area 97.45 sq. yards and 139 sq. yards on the first floor in khasra no. 371/44-42, 39 and 313/56 in village Jhilmil, Tahirpur, Gali No. 8, Friends Colony, Shahdara, Delhi, registered on 07.01.2002 (Ex. PW1/1-OSR).

2. Order dated 25.09.1989-Ex. PW2/1(OSR) pertaining to suit no. 642/1993.

3. Judgment dt. 13.11.2001-Ex.PW2/2(OSR) pertaining to suit no. 642/1993.

4. Reply of defendant no. 10,11,12,16,18,19, 22,23 and 24 dt. 22.11.1988-Ex. PW2/3(colly.) in suit no. 642/1993.
5. Certified copy of Judgment dt. 21.03.2005 -Ex. PW2/4 (OSR)-passed in RCA No. 309/2001 titled Smt. Shashi Bala vs. Shri Amrit Rai decided on 21.03.2005.
6. Agreement to Sell, GPA and Receipt for Rs. 15,000/- all dt. 22.06.1979 executed by Daulat Ram in favour of Amar Singh -Ex. PW2/5 to Ex. PW2/7.
7. Record pertaining to Execution petition no. 38/2011 titled 'Amrit Rai vs. Sher Singh' – Agreement to Sell, Receipt of Rs. 3,50,000/- GPA and Will all dt. 05.02.1997 executed by Amar Singh in favour of Shashi Bala in respect of property no. 426-431, measuring 150 sq. yards, Friends Colony, Shahdara, Delhi Ex. PW3/1 to Ex. PW3/4(OSR) respectively.
8. Khasra Girdawari and Jaamabandi of Sh. Daulat Ram – Ex. PW3/5 & Ex. PW3/6 (OSR).
9. Certified copies of Order dt. 01.08.2005 and 10.04.2001 Ex. PW3/7 and Ex. PW3/8 (OSR).
10. Record pertaining to Insolvency Petition no. 4/1950 title 'Nanak Chand vs. Sardar Singh' – Certified copy of Insolvency Petition Ex. PW4/1

(OSR).

11. Certified copy of order dt. 23.03.1950 -Ex. PW4/2 (OSR).

12. Certified copy of order dt. 01.08.1951 Ex. PW4/3 (OSR).

13. Record pertaining to Eviction petition no. 150/1990 title 'Amrit Rai vs. Messers Gupta Cable Company' – Certified copy of Written Statement dt. 11.11.1992 Ex. PW5/1 (OSR).

14. Certified copy of Written statement dt. 12.02.1991 Ex. PW5/2 (OSR).

15. Certified copy of judgment passed in RE 240/1992 title 'Amrit Rai vs. Sher Singh' Ex. PW5/3 (OSR).

PART-E

(DEFENDANTS' EVIDENCE)

32. The defendants no.1, 2, 3, 5 & 6 did not lead any evidence.
33. Defendant no. 4 examined himself as DW-1 vide affidavit Ex. DW1/A, who proved on record the following documents:-

S.No.	Document(s) details	Exhibit
1	Jamabandi/mutation/khasra Girdwari with respect to property khasra no. 371-39-42-44/313/56	DW1/1 (colly.)

2	Copy of Sale Deed dt. 02.09.2002 executed by Shashi Bala	DW1/2
3	GPA dt. 22 nd June 1979	DW1/3
4	Agreement to Sell dt. 05.0.1997	DW1/4
5	Affidavit for mutation(No Objection by Amar Singh)	DW1/5
6	Receipt dt. 05.02.1979	DW1/6
7	GPA and Will dt. 05.02.1997	DW1/7

34. During cross-examination, the DW-4 deposed as under:-

i) that he does not remember the measurement of the property which he has purchased without seeing the record and after seeing the record, gave the measurement as of 97.45 sq. yards and 29 sq. yards on the ground and first floor respectively.

ii) that somebody in his relation is in possession of the suit property but does not remember as to who is in possession of the suit property.

iii) that only his uncle Ajit Jain can tell as to who is in possession of the property as to whether defendant no. 5 & 6 were ever inducted as tenants therein.

iv) he admitted that objections filed by him against the eviction order were dismissed upto the Hon'ble High Court.

v) he admitted that the suit property bears the number as 426-431 Gali No. 8, Friends Colony, Shahdara.

vi) that Daulat Ram was in India between 1963 to 1966.

35. Defendant no. 4 also examined Patwari from Central Zone, DDA, who proved the jamabandi with respect to khasra no. 371/44-42,39 and 313/56 village Jhilmil Tahirpur, Gali No. 8, Friends Colony, Shahdara but could not brought the khasra girdawari being in dilapidated state.

PART-F

(FINDINGS/CONCLUSION)

36. Heard. Considered.

Issue No. 1

(1) Whether defendant no. 2 had been the owner of the suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends industrial Colony, Shahdara, Delhi in his own right? OPD2

37. The onus to prove this issue was upon the defendant no.2 who after filing the WS was proceeded exparte and neither cross-examined the plaintiffs' witnesses nor lead any evidence of his own and accordingly this issue is decided against the defendant no.2.

Issue no. 2

(2) Whether there was a previous proceeding by Smt. Kumsum Lata and Smt. Lila Wati in case no. 1551/8 for rendition of account, declaration and injunction and so what has been out come of the suit and what is its effect? OPD 2, 3, and 4

38. The onus to prove this issue was upon defendant nos. 2 to 4.

39. Defendant no. 2 & 3 being ex parte did not lead any evidence.
40. As far as the pendency of the suit bearing no. 1551/88 is concerned, though a copy of order dated 25.09.1989 passed by Hon'ble High Court in said suit has been proved on record as Ex. PW2/1 along with the judgment dated 13.11.2001 as Ex. PW2/2 but a title of the same transpires that the same was not instituted by Kusum Lata and Leelawati but rather by present plaintiff only, which suit was with respect to rendition of account and the plaintiffs therein were held entitled to recover the rent from defendant no. 10 to 24 with a decree of mandatory injunction against defendant no. 10 to 24, directing them to pay the rent to plaintiffs nos. 1 to 4 therein, having not decided any title of the parties regarding the ownership of the plaintiffs therein
41. Issue no.2 is decided accordingly.

Issue No. 3

(3) Whether the plaintiff has paid appropriate Court Fees on the suit? OPP

42. The plaintiffs have valued the suit as per the valuation made by them in para no. 39, 40 & 42 of the plaint and as no contrary evidence has been led by the sole contesting defendant no. 4 in this respect, this issue no. 3 is decided in favour of the plaintiffs.

Issue no. 5 to 9

(5) Whether the plaintiff is entitled to a decree of cancellation of documents agreement to sell, receipt, GPA dated 22.06.1979 executed by Sh. Daulat Ram in favour of defendant no.1 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(6) Whether the plaintiff is entitled to cancellation of agreement to sell, GPA, receipt, Will dated 05.02.1997 executed by defendant no. 1 in favour of defendant no. 2 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(7) Whether the plaintiff is entitled to cancellation of SPA dated 24.12.2011 executed by defendant no. 2 in favour of defendant no.3 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(8) Whether the plaintiff is entitled to cancellation of sale deed dated 26.12.2001 executed by defendant no. 3 in favour of defendant no. 2 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

(9) Whether the plaintiff is entitled to cancellation of sale deed dated 02.09.2002 executed by defendant no. 2 in favour of defendant no. 4 in respect of suit property bearing no. 426 to 431, Gali no. 8, G. T. Road, Friends Industrial Colony, Shahdara, Delhi? OPP

43. The onus to prove these issues was upon the plaintiffs.
44. As per the plaintiffs, Sh. Daulat Ram-their predecessor-in-interest had migrated to Pakistan and as on the date of execution of Agreement to Sell/Receipt/GPA dated 22.06.1979 in favour of defendant no.1, he was not in India and in order to prove this point, the plaintiffs have placed

reliance upon the Insolvency Petition qua the properties of said Daulat Ram filed in the year 1950 and the orders passed therein exhibited as Ex. PW4/1 to Ex. PW4/3 and one another reported judgment of Punjab High Court cited as AIR 1962 Punjab 1978 with respect to the properties of said Daulat Ram exhibited as Ex. PW1/14 and the court has gone through the said documents.

45. Even after going through the said documents, nothing has been proved that the said insolvency petition was with respect to the very same person Daulat Ram who has sold a part of property to the predecessor-in-interest of plaintiffs and had also sold the property to defendant no.1
46. In fact, there is no mention of any of the property which was part of the suit property in the insolvency petition or in the judgment of Punjab High Court and in the absence of any such details nothing has been made out in favour of the plaintiffs or defendants as such.
47. Furthermore, even if it is assumed that Daulat Ram had migrated to Pakistan, there is nothing on record to prove that he had never visited India thereafter.
48. The onus as to whether Daulat Ram had either not visited or visited India, if migrated to Pakistan, was upon both the parties i.e plaintiffs and defendants and the plaintiffs are taking the stand that Daulat Ram never visited India whereas as per the defendants, he executed the documents in 1979.

49. In the absence of any such evidence led by any of the parties, the veracity of Agreement to Sell, Receipt and GPA dated 22.06.1979, allegedly executed by Daulat Ram in favour of defendant no. 1 cannot be decided by this court merely on the submissions which are not backed by the concrete evidence and in these circumstances, the decree of cancellation as sought by the plaintiff cannot be passed and accordingly issue no. 5 to 9 are decided against the plaintiffs.

Issue no. 10 to 13

(10) Whether the plaintiff is entitled to a decree of possession of suit property as claimed? OPP

(11) Whether the plaintiff is entitled to a decree for recovery of Rs.9,25,000/- as claimed? OPP

(12) Whether the plaintiff is entitled to recovery of future damages @ Rs.50,000/- per month and if so against whom and for which period? OPP

(13) Whether the plaintiff is entitled to any interest and if so, at what rate and what amount and for which period? OPP

50. As per the plaintiffs, they are not in possession of the suit property as the defendants have illegally came into the possession of the suit property on 31.08.2000.
51. However, as discussed in Part-D above, the plaintiff no.1 while deposing as PW-6 had deposed that at the time of purchase of the suit property by them, they had taken possession of the same.

52. Furthermore, neither in the plaint nor in the affidavit in examination-in-chief, any stand has been taken as to how and on which date the defendants have illegally came into the possession of the suit property because as per the case of the plaintiff, at the time of purchase of suit property, they have taken possession of the same and subsequently filed a suit for rendition of accounts besides an eviction petition against the tenant- Sher Singh and others.
53. Nowhere either in the plaint or in evidence, even a single word has been uttered that when the possession of suit property was with the so-called tenants, then, in what manner and on which date, the tenants had surrendered the possession in favour of the defendants.
54. In these circumstances, for want of necessary details which are missing in the plaint and even in the evidence led by the plaintiffs, it stand not proved that as far as the suit property is concerned, the defendants are were/are in possession of the suit property and accordingly the plaintiffs held as not entitled for a decree of possession or recovery of damages as claimed for.
55. Issue no. 10 to 13 are accordingly decided against the plaintiffs.

Issue no. 4

(4) Whether this suit is not maintainable in view of preliminary objections no. 1 and 4 of the written statement of defendant no. 4? OPD4

56. As far as the issue no. 4 is concerned, the onus is on defendant no. 4 to prove the same.
57. It is the stand taken by defendant no. 4 that the property of which he is claiming declaration is entirely a distinct property than that of the suit property.
58. The defendant no. 4 has placed reliance upon the jamabandi in this respect. However, the DW2/Patwari of the area has failed to prove the khasra girdawari of the same in original and in these circumstances, in the absence of any other evidence to prove or to disprove that the suit property falls in the area as claimed by the plaintiffs partially falls, the onus was upon the plaintiffs also.
59. However, as discussed in Part-D above, the plaintiff no.1 while deposing as PW-6 deposed that he is also not sure as to whether the suit property falls in Chandrawali or Jhilmil Tahirpur area.
60. In these circumstances, seen in the light of the fact that in the sale deed also, the municipal no. 426-431 was not there when the initial sale deed was executed by Daulat Ram in favour of Ishwar Dass coupled with the fact that no evidence has been led that the municipal number as claimed were indeed with respect to the property so sold by Daulat Ram

to Ishwar Dass or Daulat Ram to Amar Singh, this issue cannot be decided for want of evidence.

Issue no. 14 & 15

(14) Whether the plaintiff is entitled to permanent injunction as claimed? OPP

(15) Whether the plaintiff is entitled to mandatory injunction as claimed? OPP

61. In view of outcome of issue no. 1 to 13, these issues are decided against the plaintiffs.

Issue no. 16

(16) Whether the respective counter claims of defendants no. 2 and 3 as one group and defendant no. 4 separately are liable to be rejected for none payment of appropriate Court Fees? (Onus of proof on respective defendants/counter claimants)

62. In view of outcome of outcome of 1 to 13, this issue is decided against the counter-claimant.

Issue no. 17 & 18

(17) Whether the defendants no. 2 and 3 are entitled to declaration as claimed in the counter claim? OPD2 and 3

(18) Whether the defendant no. 2 and 3 are entitled to injunction as claimed? OPD2 and 3

63. The onus to prove this issue was upon the defendant no. 2 & 3 who have not led any evidence and accordingly these issues are decided against them.

Issue no. 19 & 20

(19) Whether defendant no. 4 is entitled to declaration as claimed? OPD4

(20) Whether the defendant no. 4 is entitled to decree of injunction as claimed? OPD4

64. In view of outcome of issue no. 1 to 13 and 16, both these issues are decided against defendant no. 4.

Issue no. 21.

(21) What reliefs can be granted in the present suit and counter claim to whom and in what terms?

65. In view of outcome of issue no. 1 to 20, the suit and the counter-claims stand dismissed.
66. No order as to cost.
67. Ordered accordingly.

Let decree sheet be prepared.

Files be consigned to record room. Copy of judgment be also placed in the counter-claims separately.

Announced in the Open Court

on 09.06.2026

(Vinay Singhal)
District Judge-09 (Central)
Tis Hazari Courts, Delhi.
09.06.2026(hk)