



2026:DHC:6579



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Judgment Reserved on: 30.04.2026

Judgment Delivered on: 12.08.2026

+ **CS(OS) 44/2020 and I.A. 1503/2020, I.A. 1504/2020, I.A. 1505/2020, I.A. 1506/2020, I.A. 2508/2020, I.A. 14517/2021, I.A. 14520/2021, I.A. 45239/2024, CCP(O) 132/2025 and I.A. 13997/2025**

PAWAN CHAUDHRY & ANR.

.....Plaintiffs

Through: Ms. Kanika Agnihotri and Mr.
Himagn Jain, Advocates

versus

NIMESH JAIN & ORS.

.....Defendants

Through: None.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

JUDGMENT

VIKAS MAHAJAN, J

1. The relevant facts as borne out from the plaint are that the Plaintiffs claim to be the owners of Plot No. 40, Sector 11, Dwarka, New Delhi (herein referred to as the “suit property”).

2. It is stated that Sh Bhiku Ram and his wife Smt. Parwati, were the original allottees of the suit property vide Perpetual Lease dated 20.05.1994 executed by the Delhi Administration (Land and Housing Department) through Lease Administrative Officer (Res.), Delhi Development Authority, New Delhi.

3. The suit property was purchased by the Plaintiffs from the aforesaid original allottees, who had executed the - (i) Agreement to Sell; (ii)



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Registered Will; (iii) Registered Special Power of Attorney; (iv) Registered General Power of Attorney; (v) Indemnity bond; (vi) Undertakings; and (vii) Affidavits, in favour of the Plaintiffs.

4. On the strength of aforesaid documents, the Plaintiffs applied for permission from the relevant authorities to carry out basic constructions that were mandatory to be done on leasehold properties. Subsequently, Conveyance Deed dated 13.07.2006 was executed by the Delhi Development Authority in favour of the plaintiffs in respect of the suit property. It is further stated that the suit property remained in possession of the Plaintiffs since the date of the execution of the documents.

5. It is averred in the plaint that on 28.01.2020, one Mr. Pramod Garg visited the son of the Plaintiffs - Mr. Udit Chaudhary and informed him that the Defendant no. 1, claiming himself to be the owner of the suit property is trying to usurp the same.

6. Upon further enquiry from BSES (Defendant No.4, since deleted), it came to the knowledge of the son of the Plaintiffs that the Defendant No. 1 claiming to be the owner of the suit property had applied for electricity connection for the suit property in his name. It also transpired that the Defendant No. 1 had made available several documents to the BSES.

7. In the aforesaid backdrop the present suit was filed by the plaintiffs with the following prayers:

- a) Pass a decree in favor of the Plaintiffs and against the defendants declaring the fraudulent Agreement to Sell allegedly executed by the Plaintiffs in favor of Defendant No 2 dated 13.11.2006 as non-est/illegal, null and void;



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- b) Declare that the fraudulent Agreement to Sell allegedly executed by the Plaintiffs in favor of Defendant No 2 dated 13.11.2006, does not bind the Plaintiffs;
- c) Pass a decree in favor of the Plaintiffs and against the defendants declaring the fraudulent Registered General Power of Attorney executed by the Plaintiffs in favor of Defendant No 2 dated 13.11.2006 as non-est/illegal, null and void;
- d) Declare that the fraudulent Registered General Power of Attorney allegedly executed by the Plaintiffs in favor of Defendant No 2 dated 13.11.2006 does not bind the Plaintiffs;
- e) Pass a decree in favor of the Plaintiffs and against the defendants declaring the fraudulent Agreement to Sell allegedly executed by Defendant No 2 in favour of Defendant No 1 dated 28.05.2007 as non-est/illegal, null and void;
- f) Declare that the fraudulent Agreement to Sell allegedly executed by Defendant No 2 in favour of Defendant No 1 dated 28.05.2007 does not bind the Plaintiffs;
- g) Pass a decree in favor of the Plaintiffs and against the defendants declaring the fraudulent Registered General Power of Attorney allegedly executed by Defendant No. 2 in favour of Defendant No. 1 dated 28.05.2007 as non-est/illegal, null and void;
- h) Declare that the fraudulent Registered General Power of Attorney allegedly executed by Defendant No 2 in favour of Defendant No 1 dated 28.05.2007 does not bind the Plaintiffs;



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- i) Direct the Defendant No.3 and 4 to not take any steps so as to frustrate the rights of the Plaintiffs in the suit property, in any manner;
- j) Pass a decree of permanent injunction restraining the defendants, their agents, servants and or any one acting for and or behalf of the said defendants from altering or in any manner interfering with the peaceful possession of the Plaintiffs, in the suit property or in any manner interfering with the title of the Plaintiffs to the suit property;
- k) Award damages of Rs. 50, 00,000/- in favour of the plaintiffs and against the defendants for the mental agony, harassment that the Plaintiffs have been subjected to as well as towards costs of litigation that the Plaintiffs have or will have to incur during the tenure of this litigation;
- l) Any other order that this Hon'ble Court may deem fit and proper in the circumstances of this case.

8. Summons were issued in the suit *vide* order dated 03.02.2020. On the said date, the defendants were restrained from alienating, encumbering or creating any third-party interest in the suit property. They were also restrained from dispossessing the plaintiffs from the suit property. Further, *vide* same order the Defendants No. 3 (SHO, PS Dwarka) and Defendant No. 4 (BSES), were ordered to be deleted from the array of parties, since no directions were required to be issued to them.

9. Thereafter the matter was listed before the learned Joint Registrar for completion of service and pleadings. On 25.08.2021, learned counsel for the



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defendant no. 1 entered appearance & sought time to file the Written Statement. In the meantime, several attempts were made to serve the defendant no.2. The plaintiffs also filed an I.A. bearing no.15736/2021 seeking to serve the Defendant No. 2 by way of publication and *vide* order dated 20.05.2022 the same came to be allowed and the Defendant No. 2 was directed to be served by way of publication.

10. On 29th July 2022, the learned Joint Registrar recorded that there was no written statement filed by the Defendant No. 1, and the statutory period for filing the same had also expired. Accordingly on the said date, the opportunity of the Defendant No. 1 to file the written statement stood closed.

11. In so far as the Defendant No. 2 is concerned, the affidavit of service *qua* Defendant No. 2 by way of publication was filed by the Plaintiffs and the service was formally recorded by the learned Joint Registrar *vide* order dated 06.10.2022.

12. Since there was no appearance on behalf of the Defendant no. 2 and the statutory period for filing the written statement by the said defendant was already over, the opportunity to file the written statement by the Defendant No. 2 also stood closed *vide* order dated 10.11.2022. Subsequently, the defendant no.2 was set down *ex-parte* by this court *vide* order dated 24.01.2024.

13. In the meanwhile, the plaintiffs filed I.A. 10758/2023 under Order VIII Rule 10 CPC seeking pronouncement of judgment against the defendants on the basis of averments, pleadings and documents filed by the plaintiffs. However, the said application was dismissed *vide* judgment dated



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20.11.2024 observing that in the absence of oral or documentary evidence worthy of credence by merely placing reliance on the averments made in the plaint filed by the plaintiffs, it is not possible for the Court to record the finding that the impugned documents are forged and fabricated. Accordingly, it is was observed hat controversy outlined in the plaint involved the facts that would require proving the same by adducing evidence. The relevant extract from the judgment dated 20.11.2024 are set out hereinbelow:

“31. No doubt, the right of the defendant nos. 1 and 2 to file the written statement was closed and the defendant no.2 was set down exparte, but in the absence of oral or documentary evidence worthy of credence, by merely placing reliance on the averments in plaint, filed by the plaintiffs, it is not possible for the Court to record a finding that the impugned documents are forged and fabricated. To record such a finding, the Court will have to first arrive at a conclusion that the impugned Agreement to Sell and General Power of Attorney purportedly executed by the plaintiffs in favour of defendant no.2 on 13.11.2006 have not been signed by them and their purported signatures on the said documents are forged. Once that is established, then the subsequent documents executed by the defendant no.2 in favour of the defendant no.1 will automatically fall through.

32. The burden of proof of fraud and forgery rests on person who alleges the same, therefore, the plaintiffs are obliged to prove the forgery in accordance with law, either by obtaining opinion of handwriting expert and/or by adducing oral evidence, as the facts and circumstances of the case may warrant.

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35. In the above backdrop, even if the averments contained in the plaint, are treated as admitted, it would still keep the controversy as regards the allegations of forgery alive. Accordingly, this Court is of the view that the issues and controversy outlined in the plaint involve the facts that would require proving the same by adducing evidence and the judgment declaring the impugned documents as fraudulent, non-est / illegal, null and void cannot conveniently be passed under Order VIII Rule 10 of CPC on account of deemed admission.”

(emphasis supplied)

14. Thereafter, the plaintiffs led their evidence. On 22.08.2025, the statement of plaintiff no.1, who appeared as PW-1, was recorded, who proved twenty-four (24) documents i.e. Ex.PW1/1 to Ex.PW1/24. Likewise, plaintiff no.2 appeared as PW-2, and her statement was also recorded on 22.08.2025. She also proved the same set of documents which have been exhibited as Ex.PW1/1 to Ex.PW1/24. She further proved her passport, copies of pages of which are Ex.PW2/25.

15. On 16.02.2026, Shri Udit Chaudhary, son of the plaintiffs, also stepped into the witness box as PW-3 and proved various documents which have been exhibited as PW-3/1 to PW-3/18 (colly.).

16. Despite opportunity, all three witnesses of the plaintiffs were not cross-examined.

17. Ms. Kanika Agnihotri, learned counsel appearing on behalf of the plaintiffs submits that five fraudulent documents purportedly executed by the plaintiffs in favour of defendant no.2 viz. (i) Agreement to Sell and Purchase; (ii) General Power of Attorney; (iii) Affidavit; (iv) Receipt; (v)



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Possession Letter, bears the date of execution as 13.11.2006, but on the said date, none of the plaintiffs were in India.

18. To elaborate on her submission, she refers to the immigration stamps on the passports of the plaintiffs to submit that plaintiff no.1 was in Germany on the said date whereas plaintiff no.2 was in Kuwait, therefore, the said documents purportedly executed at Delhi on 13.11.2006 are clearly forged and fabricated.

19. She submits that the fraud is also evident from the fact that the plaintiffs continue to be in possession of all the original title documents pertaining to the suit property including original perpetual lease deed and conveyance deed.

20. She contends that the documents in favour of the defendant no.2 do not give any details of the witnesses who have signed the alleged documents.

21. She submits that defendant no.2, who claims to have purchased the suit property from the plaintiffs, has not only failed to file written statement but was also set down *ex parte* by this Court *vide* order dated 24.01.2024.

22. She further submits that the plaintiffs have also led evidence and proved various title documents in their favour and all the three witnesses categorically stated that the impugned documents purportedly executed by plaintiffs in favour of defendant no.2 are forged and fabricated, but none of the plaintiffs' witnesses were cross-examined by the defendants despite opportunity, which means that the account of the witnesses has not been disputed and has been accepted. In this behalf, she places reliance on the



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decision of the Hon'ble Supreme Court in ***Muddasani Venkata Narsaiah v. Muddasani Sarojana, (2016) 12 SCC 288.***

23. She submits that insofar as the impugned documents, which have been executed by defendant no.2 in favour of defendant no.1 are concerned, the same are equally forged and without authority. She contends that the plaintiffs are not a party to the said documents which have purportedly been executed by defendant no.2 in favour of defendant no.1 on 28.05.2007 asserting that the defendant no.2 is absolute owner of the suit property having purchased the same from the plaintiffs. She contends that once the documents purported to have been executed by the plaintiffs in favour of defendant no.2 are found to be forged and *void ab initio*, the subsequent transaction and the documents executed by defendant no.2 in favour of defendant no.1 on the strength such forged documents, would also be a nullity. She places reliance on the decision of ***Dhurandar Prasad Singh v. Hai Prakash University & Ors., (2001) 6 SCC 534.***

24. Ms. Agnihotri further submits that the documents forming the basis of the plaintiffs' title in the suit property are duly registered. She submits that the registered documents in favour of the plaintiffs also give rise to a presumption that the plaintiffs' documents are genuine. She places reliance on the judgments of Hon'ble Supreme Court in ***Prem Singh & Ors. V. Birbal & Ors., (2006) 5 SCC 353***, and ***Hemlata (D) by LRs v. Tukaram (D) by LRs & Ors., 2026 SCC OnLine SC 106.***

25. She submits that the documents purported to be executed by the plaintiffs in favour of defendant no.2 and thereafter, by defendant no.2 in favour of defendant no.1, are unregistered documents, therefore, the said



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documents would otherwise, not transfer any title in favour of the defendants. She places reliance on the decision of the Hon'ble Supreme Court in ***Shakeel Ahmed v. Syed Akhlaq Hussain, (2023) 20 SCC 655*** and ***Vinod Infra Developers Ltd. v. Mahaveer Lunia & Ors, 2025 SCC OnLine SC 1208***.

26. I have heard learned counsel for the plaintiffs and have perused the evidence on record.

27. As noted above, the right of defendant no.1 to file written statement stood closed on 29.07.2022. Defendant no.2 was also set down *ex parte* by this Court *vide* order dated 24.01.2024.

28. The plaintiffs led their evidence, however, despite opportunities, the defendants did not cross-examine all the three witnesses, who appeared on behalf of the plaintiffs.

29. The plaintiff no.1, who appeared as PW-1, proved the following 24 documents on record:

S.No.	Document Detail	Exhibit No.
1.	Copy of Agreement to Sell dated 06.12.1993	Ex.PW1/1 (OSR)
2.	Copy of Registered Will dated 06.12.1993	Ex.PW1/2 (OSR)
3.	Copy of Registered SPA dated 06.12.1993	Ex.PW1/3 (OSR)
4.	Copy of Registered GPA dated 06.12.1993	Ex.PW1/4 (OSR)
5.	Copy of Registered Indemnity Bond	Ex.PW1/5 (OSR)
6.	Copy of Indemnity Bond dated 06.12.1993	Ex.PW1/6 (OSR)
7.	Copy of Registered	Ex.PW1/7



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	Undertaking dated 16.12.1993	(OSR)
8.	Copy of Affidavits.	Ex.PW1/8 (Colly) (OSR)
9.	Copy of Perpetual Sub-Lease dated 20.05.1994	Ex.PW1/9 (OSR)
10.	Copy of Sanction by DDA	Ex.PW1/10 (OSR)
11.	Copy of Intimation given by DDA	Ex.PW1/11 (OSR)
12.	Copy of Site Demarcation Certificate issued by DDA	Ex.PW1/12 (OSR)
13.	Copy of Sanction Plan of Suit Premises	Ex.PW1/13 (OSR)
14.	Copy of Application to DDA dated 28.07.2005	Ex.PW1/14 (OSR)
15.	Copy of Application and subsequent permissions	Ex.PW1/15 (OSR)
16.	Copy of conveyance deed dated 13.07.2006	Ex.PW1/16 (OSR)
17.	Copy of photographs of my family and myself at suit premises	Ex.PW1/17 (OSR)
18.	Copy of Property Tax Receipts.	Ex.PW1/18 (OSR)
19.	Copy of visiting card given by Mr. Pramod to myself	Mark
20.	Copy of relevant extract of Passport showing entry and exit Visa of Pawan Chaudhary.	Ex.PW1/20 (OSR)
21.	Copy of Complaint to DJB	Ex.PW1/21 (OSR)
22.	Copy of Complaint to BSES	Ex.PW1/22 (OSR)
23.	Copy of Complaint to Police	Ex.PW1/23 (OSR)
24.	Copy of Newspaper dated	Ex.PW1/24



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	30.01.2020	(OSR)
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30. From the evidence on record, it appears that Sh. Bhiku Ram and his wife Smt. Parwati, were the original allottees of the suit property. They executed agreement to sell dated 06.12.1993, Ex.PW1/1, and other contemporaneous documents, i.e., Ex.PW1/2 to Ex.PW1/8 for the sale of the suit property in favour of the plaintiffs, for the valuable consideration.

31. A perpetual lease dated 20.05.1994, Ex.PW1/9, was executed by Delhi Administration, Land and Housing Department in favour of Sh. Bhiku Ram and his wife Smt. Parwati. On the strength of the said perpetual lease, the agreement to sell dated 06.12.1993 and other contemporaneous documents, a conveyance deed dated 13.07.2006, Ex.PW1/16, was executed by the DDA in favour of the plaintiffs in respect of the suit property, thereby, the plaintiffs became owner of the suit property.

32. The originals of the exhibits i.e. Ex.PW-1/1 to Ex. PW-1/18 and Ex.PW-1/20 to Ex. PW-1/24, were produced by the plaintiffs which were seen by the learned Joint Registrar and returned at the time of recording their statements. It has also been testified by PW-1 and PW-2 that the original title documents are still in their possession, which position has not been controverted, as the said witnesses were not cross-examined.

33. The PW-1 [plaintiff no.1] has also proved on record the extract of passport, Ex.PW-1/20, showing the immigration entries. Likewise, PW-2 [plaintiff no.2] also proved on record the relevant extracts of her passport, Ex.PW-2/25, showing the immigration entries.



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34. A perusal of Ex.PW1/20 shows that the said passport bears the stamp of immigration of the State of Kuwait indicating that plaintiff no.1 departed from Kuwait on 12.11.2006. There is also a stamp of immigration at Frankfurt showing the entry of plaintiff no.1 into Germany on the same day i.e. 12.11.2006. Further, there is also a departure stamp at Frankfurt suggesting that plaintiff no.1 departed from Frankfurt on 18.11.2006. On the basis of this evidence on record, it is clear that the plaintiff no.1 on 13.11.2006 was in Germany and not in India.

35. Likewise, Ex.PW2/25 is a copy of the passport of plaintiff no.2. A perusal of the immigration entries on the said passport shows that she had entered into the State of Kuwait on 21.07.2006 and exited from the State of Kuwait on 23.12.2006 making it evident that on 13.11.2006, she was in Kuwait and not in India.

36. That apart, the plaintiffs have made specific averments in para 11.4 of the plaint that the documents purportedly executed by the plaintiffs qua the suit property in favour of the defendant no.2 are forged as the said documents bears the date of execution as 13.11.2006, when the plaintiffs were not in the country. Similar statements have been made by plaintiffs in their examination-in-chief while appearing as PW-1 and PW-2. The defendants have neither filed their written statement nor cross-examined any of the plaintiff's witnesses. Thus, the pleadings as well as the testimony of the witnesses have remained uncontroverted.

37. The documentary and oral evidence tendered by the plaintiffs having remained uncontroverted and unchallenged, is accepted in toto. Reference in



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this regard may be had to the decision of the Hon'ble Supreme Court in **Muddasani Venkata Narsaiah** (supra), wherein it was observed as under:

*“15. Moreover, there was no effective cross-examination made on the plaintiff's witnesses with respect to factum of execution of sale deed, PW 1 and PW 2 have not been cross-examined as to factum of execution of sale deed. **The cross-examination is a matter of substance not of procedure one is required to put one's own version in cross-examination of opponent. The effect of non-cross-examination is that the statement of witness has not been disputed. The effect of not cross-examining the witnesses has been considered by this Court in Bhoju Mandal v. Debnath Bhagat [Bhoju Mandal v. Debnath Bhagat, AIR 1963 SC 1906] . This Court repelled a submission on the ground that the same was not put either to the witnesses or suggested before the courts below. Party is required to put his version to the witness. If no such questions are put the Court would presume that the witness account has been accepted as held in Chuni Lal Dwarka Nath v. Hartford Fire Insurance Co. Ltd. [Chuni Lal Dwarka Nath v. Hartford Fire Insurance Co. Ltd., 1957 SCC OnLine P&H 177 : AIR 1958 P&H 440]**”*

(emphasis supplied)

38. The defendant no.2 did not file his written statement nor led evidence, to establish that the transaction between him and the plaintiffs is genuine. There is not an iota of evidence on record to show that any consideration has been paid by the defendant no.2 to the plaintiffs in respect of the suit property. The defendant no.2 entirely failed to discharge the burden of establishing the authenticity of the documents in his favour and rebut that the same are forged and fabricated.

39. In this suit which has largely remained undefended, the plaintiffs have successfully substantiated their case by leading documentary and oral evidence. In view of the uncontroverted pleadings, the oral testimonies of



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PW-1 and PW-2, as also the documentary evidence in the form passports, Ex.PW-1/20 and Ex.PW-1/25, it is held that the plaintiffs were not in India on 13.11.2006 i.e. the alleged date of execution of agreement to sell, GPA and other contemporaneous documents purportedly executed by the plaintiffs in favour of the defendant no.2, *qua* the suit property, rendering them manifestly forged and fabricated.

40. The plaintiffs' title over the suit property also stands established based on the validly executed registered conveyance deed dated 13.07.2006, Ex.PW-1/16, in their favour. There is nothing on record to cast shadow on the title of the plaintiffs.

41. Further, the documents purportedly executed by the plaintiffs in favour of defendant no.2 are only unregistered Agreement to Sell and GPA etc. which cannot convey right, title and interest in the suit property. immovable property. Reference in this regard may be had to the decision of the Hon'ble Supreme Court in ***Suraj Lamp & Industries (P) Ltd. (II) v. State of Haryana, (2012) 1 SCC 656*** wherein it was laid down as under:

“24. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of “GPA sales” or “SA/GPA/will transfers” do not convey title and do not amount to transfer, nor can they be recognised or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conveyances as they neither convey title nor create any interest in an immovable property. They cannot be recognised as deeds of title, except to the limited extent of Section 53-A of the TP Act. Such transactions cannot be relied upon or made the basis for mutations in municipal or revenue records. What



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is stated above will apply not only to deeds of conveyance in regard to freehold property but also to transfer of leasehold property. A lease can be validly transferred only under a registered assignment of lease. It is time that an end is put to the pernicious practice of SA/GPA/will transactions known as GPA sales.”

(emphasis supplied)

42. In light of the above discussion, the plaintiffs are found to be the lawful owners of suit property whereas the documents dated 13.11.2006 including Agreement to Sell and the General Power of Attorney of the even date, purportedly executed by the plaintiffs in favour of defendant no.2, are held to be forged and fraudulent. As a consequence, the transaction is void *ab initio*. Reference in this regard may be had to the decision in **Dhurandar Prasad Singh** (supra) wherein it was held that once the document is found to be forged and fabricated and a declaration to that effect is given, the transaction becomes void from the very beginning. The relevant extract from the said decision reads thus:

“22. Another type of void act may be which is not a nullity but for avoiding the same a declaration has to be made. Voidable act is that which is a good act unless avoided, e.g., if a suit is filed for a declaration that a document is fraudulent and/or forged and fabricated, it is voidable as the apparent state of affairs is the real state of affairs and a party who alleges otherwise is obliged to prove it. If it is proved that the document is forged and fabricated and a declaration to that effect is given, a transaction becomes void from the very beginning. ...”

(emphasis supplied)

43. Since the transaction between the plaintiffs and the defendant no.2 is held to void, therefore, the defendant no.2 was having no authority to further



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sell the suit property and pass on any interest or title in the same to the defendant no.1. Accordingly, the subsequent transaction between defendant no.2 and defendant no.1 *qua* the suit property is equally void and without authority.

44. Concomitantly, the documents including the Agreement to Sell and GPA of the even date 28.05.2007 subsequently executed by the defendant no.2 in favour of the defendant no.1 on the strength of documents which have been found to be forged and fabricated, are also held to be *void ab initio*.

45. Accordingly, the suit is decreed with costs in the following terms:

- i. a decree of declaration is passed in favour of the Plaintiffs and against the Defendants, declaring the Agreement to Sell and the General Power of Attorney, both dated 13.11.2006, allegedly executed by the Plaintiffs in favour of Defendant No. 2, *qua* the suit property, as null and void, and the Plaintiffs are held not bound by the same;
- ii. a decree of declaration is passed in favour of the Plaintiffs and against the Defendants, declaring the Agreement to Sell and the General Power of Attorney, both dated 28.05.2007, allegedly executed by the Defendant No. 2 in favour of Defendant No. 1, *qua* the suit property as null and void, and the Plaintiffs are held not bound by the same;
- iii. a decree of permanent injunction is passed in favour of the plaintiffs restraining the Defendants, their agents, assigns or anyone



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acting for or on behalf of the Defendants, from interfering with the peaceful possession of the Plaintiffs in the suit property.

46. Decree sheet be drawn accordingly.
47. The pending I.A.s are disposed of.

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48. The plaintiffs have also filed the present contempt petition praying for initiation of contempt proceedings against Defendant No. 1 for executing a sale deed dated 12.08.2024 in favour of his wife with respect to the suit property, in blatant disregard to the pre-existing *status quo* order dated 03.02.2020, the relevant part of which is set out herein below:

“22. On the statement of the counsel for the plaintiffs that the plaintiffs are in possession and holding the plaintiffs liable therefor, the defendants, till further orders, are restrained from alienating, encumbering or creating third party rights in the property bearing Plot No.40, Sector-11, Dwarka, New Delhi or any part thereof and/or from dispossessing the plaintiffs therefrom.”

49. This contempt petition was filed on 19.11.2025 and alleges wilful disobedience of this Court's above quoted explicit directions restraining the defendants from alienating, encumbering, or creating third-party rights in the suit property. It is stated that despite the subsisting injunction, Defendant No. 1 sold the entire suit property to his wife, Smt. Parul Jain, for a total consideration of Rs. 2,75,00,000/- by way of sale deed dated 12.08.2024. Furthermore, it is asserted that the sale deed falsely contains a recital that the suit property is free from all encumbrances and litigation, directly contravening the order dated 03.02.2020.



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50. Ms. Agnihotri states that the Plaintiffs have acquired knowledge of this transaction on 16.10.2025, through a property dealer who shared a copy of the sale deed. The aforesaid contempt petition additionally mentions a series of violations perpetrated by Defendant no. 1 to dispossess the Plaintiffs such as an alleged incident on 22.10.2024 where masked men broke locks and removed CCTV cameras of the suit property, followed by an attempted forceful entry by Defendant No. 1 and his associates on 13.11.2024.

51. Following these events, the Plaintiffs moved I.A. 45239/2024 under Order XXXIX Rule 2A, during which Defendant No. 1 made a statement before this Court through his counsel on 18.11.2024 stating that Defendant no. 1 is in strict compliance of the interim directions and denied any intention to disobey them.

52. Ms. Agnihotri invites attention of the Court to the copy of registered the sale deed dated 12.08.2024 executed by the Defendant no. 1 in favour of his wife, to contend that the recitals recorded in the sale deed are false on the face of it.

53. She submits that the only concern of the plaintiffs is that sale deed dated 12.08.2024 be also declared as nullity and non-est, having been executed in blatant violation of the restraint order dated 03.02.2020.

54. Having heard Ms. Agnihotri, the Court notes that this contempt application was first listed before this Court on 19.12.2025 and notice was issued through all permissible modes. Defendant no. 1 was served and an affidavit of service to that effect was placed on record by the Plaintiffs. Owing to the non-appearance of Defendant No. 1 on 19.01.2026, this Court



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directed his personal presence on 22.04.2026 but Defendant no. 1 wilfully did not present himself before Court.

55. Following the conclusion of evidence, the matter was listed for final hearing and notably, Defendant No. 1 has chosen not to enter an appearance in the contempt proceedings despite service being complete.

56. The core issue for determination is the legal validity of the sale deed dated 12.08.2024, whereby Defendant No. 1 purportedly sold the suit property to his wife.

57. It is a matter of record that *vide* order dated 03.02.2020, this Court expressly restrained the Defendants from alienating, encumbering, or creating third-party rights in the suit property till further orders. The said order was never vacated or modified. Notwithstanding the said restraint order, Defendant No.1 seems to have executed the sale deed, which also falsely records a recital that the property is free from all encumbrances and litigation.

58. The legal position as to the consequences of alienating property in the teeth of a restraint order are is no longer *res integra*. The sale of an immoveable property executed in violation of a court order has to be treated as non-existent.

59. A Division Bench of this Court in ***Sonu Bhati v. Archana Jain, 2025 SCC OnLine Del 270***, while dealing with the validity of transfers during pendency of litigation authoritatively held that any sale of immovable property executed in violation of a court order must be treated as non-existent. While relying on the decisions of the Hon'ble Supreme Court in ***Balwantbhai Somabhai Bhandari vs. Hiralal Somabhai Contractor***,



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(2023) 17 SCC 545, DDA vs. Skipper Construction Co. (P) Ltd. (1996) 4 SCC 622 and Vidur Impex & Traders (P) Ltd. v. Tosh Apartments (P) Ltd., (2012) 8 SCC 384, it was held as under:

“19. The issue involved is squarely covered by the authoritative decision of the Supreme Court in Balwantbhai Somabhai Bhandari v. Hiralal Somabhai Contractor [Balwantbhai Somabhai Bhandari v. Hiralal Somabhai Contractor, (2023) 17 SCC 545] . In this case, the Supreme Court had upheld the decision of the High Court in cancelling the sale deeds and restoring the status quo ante as prevailing on the date of the order passed by the High Court. The relevant extract of the said decision is set out below: (SCC pp. 588-592, paras 80-82, 86, 87, 89 and 90)

“80. We now proceed to answer the third question formulated by us as regards the power of the contempt court to declare any contemptuous transaction non est or void.

81. A three-Judge Bench of this Court in SBI v. Vijay Mallya [SBI v. Vijay Mallya, 2022 SCC OnLine SC 826] , in clear terms said that apart from punishing the contemnor for his contumacious conduct, the majesty of law may demand that appropriate directions be issued by the court so that any advantage secured as a result of such contumacious conduct is completely nullified. The approach may require the court to issue directions either for reversal of the transactions in question by declaring said transactions to be void or passing appropriate directions to the authorities concerned to see that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or anyone claiming under him.

82. It would be pertinent, in this context, to refer to the decision of the Chancery Division in Clarke v. Chadburn [Clarke v. Chadburn, (1985) 1 WLR



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78 : (1985) 1 All ER 211] , wherein it was held that an act done in wilful disobedience of an injunction or court order is not only a contempt of court, but also an illegal and invalid act which could not, therefore, effect any change in the rights and liabilities of others. Similar view was expressed by this Court in *Satyabrata Biswas v. Kalyan Kumar Kisku* [*Satyabrata Biswas v. Kalyan Kumar Kisku*, (1994) 2 SCC 266 : AIR 1994 SC 1837] , wherein the contempt jurisdiction was invoked by the respondents against the appellants and during the contempt proceedings, it transpired that a sub-tenancy was created while the status quo order was in operation. This Court held that creation of sub-tenancy was in violation of the status quo order and parties were relegated to the position as existed on the date of the status quo order. This Court, inter alia, observed thus: (*Satyabrata Biswas case* [*Satyabrata Biswas v. Kalyan Kumar Kisku*, (1994) 2 SCC 266 : AIR 1994 SC 1837] , SCC p. 276, para 23)

‘23. ... Such an order cannot be circumvented by parties with impunity and expect the court to confer its blessings. It does not matter that to contempt proceedings *Somani Builders* was not a party. It cannot gain advantage in derogation of the rights of the parties, who were litigating originally. If the right of sub-tenancy is recognised, how is status quo as of 15-9-1988 maintained? Hence, the grant of sublease is contrary to the order of status quo. Any act done in the teeth of the order of status quo is clearly illegal. All actions including the grant of sublease are clearly illegal.’

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86. This Court in *DDA v. Skipper Construction Co. (P) Ltd.* [*DDA v. Skipper Construction Co. (P) Ltd.*, (1996) 4 SCC 622] , held that the legal consequences of what has been done in breach of or in violation of the order of stay or



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injunction should be undone and the parties could be put back to the same position as they stood immediately prior to such order of stay or injunction to not let the defaulting party enjoy any undue advantage. This Court while relying upon cases decided by various High Courts held as under: (SCC pp. 635-637, paras 18-21)

‘The contemner should not be allowed to enjoy or retain the fruits of his contempt

* * *

18. The above principle has been applied even in the case of violation of orders of injunction issued by civil courts. In Clarke v. Chadburn [Clarke v. Chadburn, (1985) 1 WLR 78 : (1985) 1 All ER 211] , Sir Robert Megarry V.C. observed:

“I need not cite authority for the proposition that it is of high importance that orders of the court should be obeyed. Wilful disobedience to an order of the court is punishable as a contempt of court and I feel no doubt that such disobedience may properly be described as being illegal. If by such disobedience the persons enjoined claim that they have validly effected some change in the rights and liabilities of others, I cannot see why it should be said that although they are liable to penalties for contempt of court for doing what they did, nevertheless those acts were validly done. Of course, if an act is done, it is not undone merely by pointing out that it was done in breach of the law. If a meeting is held in breach of an injunction, it cannot be said that the meeting has not been held. But the legal consequences of what has been done in breach of the law may plainly be very much affected by the illegality. It seems to me on principle that those who defy a prohibition ought not to be able to claim that the fruits of



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their defiance are good and not tainted by the illegality that produced them.”

19. To the same effect are the decisions of the Madras and Calcutta High Courts in *Century Flour Mills Ltd. v. S. Suppiah* [Century Flour Mills Ltd. v. S. Suppiah, (1975) 45 Comp Cas 444 : 1975 SCC OnLine Mad 73 : AIR 1975 Mad 270 : (1975) 2 Mad LJ 54] and *Sujit Pal v. Prabir Kumar Sun* [Sujit Pal v. Prabir Kumar Sun, 1985 SCC OnLine Cal 146 : AIR 1986 Cal 220 : (1985-86) 90 CWN 342] . In *Century Flour Mills Ltd.* case [Century Flour Mills Ltd. v. S. Suppiah, (1975) 45 Comp Cas 444 : 1975 SCC OnLine Mad 73 : AIR 1975 Mad 270 : (1975) 2 Mad LJ 54] it was held by a Full Bench of the Madras High Court that where an act is done in violation of an order of stay or injunction, it is the duty of the court, as a policy, to set the wrong right and not allow the perpetuation of the wrongdoing. The inherent power of the court, it was held, is not only available in such a case, but it is bound to exercise it to undo the wrong in the interest of justice. That was a case where a meeting was held contrary to an order of injunction. The court refused to recognise that the holding of the meeting is a legal one. It put back the parties in the same position as they stood immediately prior to the service of the interim order.

20. In *Sujit Pal* case [Sujit Pal v. Prabir Kumar Sun, 1985 SCC OnLine Cal 146 : AIR 1986 Cal 220 : (1985-86) 90 CWN 342] a Division Bench of the Calcutta High Court has taken the same view. There, the defendant forcibly dispossessed the plaintiff in violation of the order of injunction and took possession of the property. The court directed the restoration of possession to the plaintiff with the aid of police. The court observed that no technicality can prevent the



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court from doing justice in exercise of its inherent powers. It held that the object of Rule 2-A of Order 39 will be fulfilled only where such mandatory direction is given for restoration of possession to the aggrieved party. This was necessary, it observed, to prevent the abuse of process of law.

21. There is no doubt that this salutary rule has to be applied and given effect to by this Court, if necessary, by overruling any procedural or other technical objections. Article 129 is a constitutional power and when exercised in tandem with Article 142, all such objections should give way. The court must ensure full justice between the parties before it.'

87. This Court in Vidur Impex & Traders (P) Ltd. v. Tosh Apartments (P) Ltd. [Vidur Impex & Traders (P) Ltd. v. Tosh Apartments (P) Ltd., (2012) 8 SCC 384 : (2012) 4 SCC (Civ) 1] , while deciding on a similar factual scenario held that the sale transactions conducted in teeth of the injunction passed by the Delhi High Court did not have any legal basis. This Court held as under: (SCC p. 414, para 42)

'42. ... At the cost of repetition, we consider it necessary to mention that Respondent 1 had filed suit for specific performance of agreement dated 13-9-1988 executed by Respondent 2. The appellants and Bhagwati Developers are total strangers to that agreement. They came into the picture only when Respondent 2 entered into a clandestine transaction with the appellants for sale of the suit property and executed the agreements for sale, which were followed by registered sale deeds and the appellants executed agreement for sale in favour of Bhagwati Developers. These transactions were in clear violation of the order of injunction passed by the Delhi High Court which



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had restrained Respondent 2 from alienating the suit property or creating third-party interest. To put it differently, the agreements for sale and the sale deeds executed by Respondent 2 in favour of the appellants did not have any legal sanctity. The status of the agreement for sale executed by the appellants in favour of Bhagwati Developers was no different. These transactions did not confer any right upon the appellants or Bhagwati Developers. Therefore, their presence is not at all necessary for adjudication of the question whether Respondents 1 and 2 had entered into a binding agreement and whether Respondent 1 is entitled to a decree of specific performance of the said agreement....’

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89. Thus, although Section 52 of the Act, 1882 does not render a transfer pendente lite void yet the court while exercising contempt jurisdiction may be justified to pass directions either for reversal of the transactions in question by declaring the said transactions to be void or proceed to pass appropriate directions to the authorities concerned to ensure that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or anyone claiming under him.

90. The High Court declared all the sale deeds executed by the contemnors in favour of the purchasers as non est. The High Court ordered that the sale deeds stand cancelled and set aside. The contemnors were directed to restore the position which was prevailing at the time of the order dated 14-10-2015 passed by the High Court. In our opinion, the High Court was fully justified in declaring the sale deeds as non est or void.”

22. In view of the above, we find no infirmity with the decision of the learned Single Judge in declaring the sale deeds, in question, as void. Once it is accepted that the sale deeds in



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question have been executed in violation of the orders passed by the court directing status quo to be maintained regarding title and possession of the suit property, the appellants also would have no locus to challenge any orders, which restore the title and possession of the property as obtaining on the date when the interim orders were passed. The sale deeds having been executed in violation of the orders of the court must be treated as non-existent. Thus, we find no ground to interfere with the impugned order declaring the same to be void.”

(emphasis supplied)

60. In view of the above dictum, the sale deed executed on 12.08.2024 by Defendant no.1 being in direct and wilful defiance of the restraint order dated 03.02.2020, is declared as non-est and void, and it shall not confer any right, title, or interest upon the transferee i.e. the wife of Defendant no. 1. As noted above, the Defendant no.1 was otherwise, not having any title or interest in the suit property which he could have passed on to his wife *vide* aforesaid sale deed dated 12.08.2024.

61. The plaintiffs have not pressed the present petition any further. While the conduct of Defendant No. 1 *prima facie* appears to be in contempt of this Court's directions, this Court is inclined to put a quietus to the matter, with the directions and observation recorded in the foregoing paragraph.

62. The contempt petition along with all pending applications are disposed of in the above terms.

VIKAS MAHAJAN, J

AUGUST 12, 2026/jg