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

*Date of decision: 15.10.2025*

+ TEST.CAS. 9/2022 & I.A. 25788/2025 I.A. 26137/2025

MUNNI

.....Petitioner

Through: Mr. Naresh Kaushik, Sr. Adv. with  
Mr. Vardhman Kaushik and Mr.  
Vibhav V. Nath, Adv. along with  
Mr. Saquib, son of Petitioner

versus

STATE OF NCTC OF DELHI

.....Respondent

Through: Mr. Harpreet Singh and Mr. Deepak  
Arora, Adv. for R-2 to R-4

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**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**J U D G M E N T**

**MANMEET PRITAM SINGH ARORA, J (ORAL):**

**I.A. 25788/2025**

1. Mr. Naresh Kaushik, learned senior counsel appearing on behalf of the Petitioner states that this application may be permitted to be withdrawn and he states that a fresh application vide e-diary no. 7467278/2025 has been filed and the Petitioner seeks to rely upon the contents of the said application.

2. Accordingly, I.A. 25788/2025 is hereby dismissed as withdrawn and application filed vide diary no. 7467278/2025 is taken up on board for hearing.



**I.A. 26137/2025**

3. This is an application filed by the Petitioner under Section 151 of Code of Civil Procedure, 1908 [‘CPC’] vide e-diary no. 7467278/2025 for recall of the orders dated 15.10.2024 and 02.07.2025.

4. Learned senior counsel for the Petitioner states that the Petitioner seeks to press the following two submissions for seeking recall of the aforesaid orders.

4.1. He states that the Petitioner withdrew this petition on 15.10.2024 in pursuance to the Memorandum of Understanding [‘MoU’] dated 26.09.2024 executed between the Petitioner and Respondent Nos. 2 and 3.

4.2. He states that however prior to the execution of the said MoU, the Petitioner had already entered into an Agreement to Sell dated 30.05.2024 [‘ATS’] with third parties i.e., Sh. Jangjit Singh and Sh. Sheo Raj Singh in respect of immovable property bearing No. B-48, Sarvodaya Enclave, New Delhi [‘subject property’], for a total sale consideration of ₹ 2,07,00,000/-. He states that in pursuance to the said ATS, the Petitioner herein had already received consideration of ₹ 1,57,00,000/-<sup>1</sup>, as set out in clause 1 of the said ATS.

4.3. He states on instructions from Mr. Shakir, the son of the Petitioner who is present in Court that the payment enlisted at serial nos. (i) to (x) of Clause 1 of the ATS, amounting to ₹ 92 lakhs have been received by the Petitioner on the dates specified therein. He states that however, the cheques which are enlisted at serial nos. (xi) to (xviii) of Clause 1 of the ATS, amounting to ₹ 1.15 Crores have not been encashed and/or credited in the account of the Petitioner.



4.4. He states that since the Petitioner had already entered into an ATS with the third parties and accepted part payment, it is evident that she could not have entered into the MoU dated 26.09.2024 with Respondent Nos. 2 and 3 out of her own freewill and volition and accepted a nominal amount of ₹ 20 lakhs.

4.5. He states that the Petitioner has also parted with physical possession of the subject property in favour of these third-parties after May 2024. He states that actual physical possession of the subject property was handed over to these third parties on 30.05.2024, as recorded in the possession certificate dated 30.05.2024, which has also been placed on record.

4.6. He states that Respondent Nos. 2 to 4 have neither made any payment of ₹ 20 lakhs as per the MoU nor assisted in quashing of FIR No. 615/2022 as undertaken in the MoU. He states that the Petitioner is an illiterate and 73-year-old lady, who was unable to take any independent decision in this matter on 29.06.2024. He states that she was under apprehension on account of the pendency of the said FIR and the chargesheet filed therein. He states her statement recorded on oath before the learned Local Commissioner on 26.09.2024 and before the Court on 15.10.2024 were not out of her freewill. He states that the Petitioner had no independent thought process or capacity to act prudently on 29.06.2024.

4.7. He states that therefore the Court may take a sympathetic view and consider recalling the order dated 15.10.2024 and 02.07.2025, so as to permit the Petitioner to pursue these proceedings.

5. Mr. Harpreet Singh, learned counsel for Respondent Nos. 2 to 4 appears on advance notice. He states that the Petitioner herein had filed

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<sup>1</sup> As pleaded in paragraph 22 of the application



REV. PET. 350/2025 against the order of withdrawal dated 15.10.2024, which was dismissed on merits vide order dated 02.07.2025. He states that in the said review petition, the Petitioner made no reference to the alleged ATS or receipt of consideration or the fact that the Petitioner has parted with actual physical possession of the subject property in favour of the third-parties.

5.1. He states that the alleged ATS is a forged document propounded after the order dated 15.10.2024 was passed.

5.2. He states that the Court in these petition/proceedings had sought valuation report of the subject property from the concerned SDM, who has placed on record the valuation report which shows that the value of the property as per circle rates is more than ₹ 6 crores. He states that the valuation in the alleged ATS of ₹ 2.07 crores is way below the circle rate evidencing the depressed value. He states that in these facts, this alleged ATS entered into between the Petitioner and the third-parties, which is below the circle rates is evidence of the fabrication of the said document.

5.3. He states that reference to this alleged ATS and/or the fact that Petitioner has parted with possession of the subject property was neither made before the Local Commissioner on 26.09.2024 nor before the Court on 15.10.2024 or 02.07.2025 and even in REV. PET No. 350/2025.

5.4. He states that in the application at paragraph 22, the Petitioner has urged that she decided/resolved to enter into the alleged ATS on 30.05.2024. He states that however, the alleged payments enlisted at Clause 1 of the ATS at serial nos. (i) to (x) are all between 2021 to 2022. He states that the payments enlisted at Clause 1 falsify the averments at paragraph 22 of the application.



5.5. He states that Respondent Nos. 2 to 4 remain ready and willing to make the payment of ₹ 20 lakhs to the Petitioner as per the MoU. He states that the order sheet of these proceedings will bear out the stand of Respondent Nos. 2 to 4. He states that time fixed for making this payment was linked with the handing over of the possession of the subject property and since the Petitioner has failed to handover the possession of the subject property, the default in payment cannot be attributed to the said Respondents. He states that Respondent Nos. 2 to 4 have the requisite funds are willing to forthwith deposit the amount of ₹ 20 lakhs with the registry of this Court, if so directed.

5.6. With respect to the quashing of FIR No. 615/2022 as undertaken in the MoU, he states that the quashing petition [as per law] has to be filed by the Petitioner and her son. He states that Respondent Nos. 2 to 4 are only required to give their No Objection Certificate [‘NOC’] in support of the quashing petition, which Respondent Nos. 2 to 4 remain ready and willing to furnish. He states that however, the Petitioner has not approached Respondent Nos. 2 to 4 and in this regard, he relies upon the communication issued to the Petitioner from 03.07.2025 and 20.07.2025 for completing the process of quashing of the said FIR.

5.7. He therefore prays that this application be dismissed.

6. This Court has heard the learned counsels for the parties and perused the record.

7. The execution of the MoU dated 26.09.2024 between the Petitioner and Respondent Nos. 2 and 3 is not in dispute.

8. This Court takes note of the statement of the Petitioner recorded on oath before the Local Commissioner on 26.09.2024, which reads as under:



**“26.09.2024**

Statement of Smt. Munni, Wife of Shri Nanhe, Aged about 73 years,  
R/o House No. 105/12, Adchini Village, New belhi-110016.

On S.A.

I have settled all disputes with the Respondents and in terms of that Settlement/Compromise, I have decided to withdraw my present Petition. The Respondents have agreed to withdraw the Criminal Case filed against me and my other family members concerning the Will, subject matter of the. present Petition and accordingly, will cooperate in getting the FIR quashed. I. am making the present statement in the presence of my Advocate Mr. Shoaib Khan, whose Vakalatnama executed by me in his favour has already been filed on record.

The Respondents shall withdraw the criminal case pending investigation with the Police in FIR No. 615 of 2022 P.S. Malviya Nagar. Respondents have given an assurance to cooperate in getting the said FIR quashed in terms of the settlement/compromise having reached between the parties and the Petitioner having given a statement to withdraw the present Petition.

I am completely conscious of what I am stating and the same is being recorded i.e. I do not wish to proceed and prosecute my present Test. Cas. 9 of 2022. Henceforth, I will not be claiming any right/interest/title whatsoever in nature qua the Will dated 25.08.2020, subject matter of the present Petition. I have made above statement on my freewill, without there being any confusion, pressure, coercion or undue influence. My son Mr. Shakir has accompanied me and is present with me during my statement being recorded before LC. I will stand by my above Statement before the Hon'ble Court when the matter is taken up by the Hon'ble Court.

RO & AC

**[J. R. ARYAN]**

DJ Retd.

Local Commissioner

26.09.2024

Statement of Munni has been recorded in my presence and the same



was her voluntary statement. Her son Shakir is also present throughout the proceedings.

Signed  
Shoaib Khan  
(Advocate)”

9. The Petitioner was accompanied by her son, Mr. Shakir Ali and her counsel, Mr. Shoaib Khan before the Local Commissioner on 26.09.2024. The Local Commissioner after recording the said statement placed the matter before the Court.

10. Thereafter, the Petitioner accompanied with her son, Mr. Shakir Ali and her counsel, Mr. Shoaib Khan had appeared before this Court on 15.10.2024, on which date this Court had recorded her statement. The said order reads as under:

**ORDER DATED 15.10.2024**

1. “Smt. Munni and her son Sh. Shakir are present in Court.
2. **Learned counsel for the Petitioner states that in terms of statement made by Smt. Munni on 26.09.2024 before the learned Local Commissioner she seeks leave of this Court to unconditionally withdraw the present petition. He states that the petitioner confirms that she does not seek to proceed with the present proceedings and that she is also unconditionally abandoning her claim with respect to the Will dated 25.08.2020.**
3. Learned counsel for the Respondent No. 2 to 4 states that **Smt. Munni and Mr. Shakir have undertaken to vacate and peacefully handover the vacant possession of the immovable property being B-48, Sarvodaya Enclave, New Delhi-110017 to Respondent Nos. 2 to 4.** He states that Respondent Nos. 2 and 3 are the legatees under the Will dated 08.11.2016, which is subject matter of the TEST CAS. No. 72/2024 pending before this Court.
4. In view of the statement recorded hereinabove the present case is dismissed as withdrawn, with no liberty reserved to the petitioner.
5. Pending applications stands disposed of.
6. The registry is directed not to list this matter further.”

[Emphasis Supplied]



11. Thereafter, the Petitioner filed the REV. PET. No. 350/2025 for recall of the order dated 15.10.2024. In the said petition, there was no whisper with respect to execution of the alleged ATS, special power of attorney, possession certificate, all dated 30.05.2024 qua the subject property or receipt of any consideration from the third parties.

The grounds raised in the said review petition were to the effect that the terms of the MoU dated 26.09.2024 are one sided favouring the Respondent Nos. 2 to 4 and this was the sole basis of seeking recall of the order dated 15.10.2024. No allegation of coercion as set out now in the captioned application from paragraph 31 to 59 were pleaded in this review petition.

12. However, this Court vide order dated 02.07.2025 dismissed the said review petition on merits.

At the hearing dated 02.07.2025, the Petitioner was accompanied with her son, Mr. Shakir Ali and the Petitioner once again undertook to handover the keys of the subject property to Respondent Nos. 2 and 3 as per the MoU dated 26.09.2024.

At this hearing dated 02.07.2025 though the Petitioner and her son, Mr. Shakir Ali interacted with the Court directly, no submission was made with respect to the execution of the alleged ATS or with respect to the possession having been handed over to third parties or receipt of any alleged consideration. To the contrary Petitioner undertook to handover the possession.

13. The Petitioner and her son, Mr. Shakir Ali were accompanied by a new lawyer at hearing dated 02.07.2025. They were appearing in Court and there is no plausible reason for not making the disclosure of the alleged ATS





and facts pertaining thereto on 02.07.2025. In fact, in the application no reasons have been pleaded for not making these disclosures in the REV. PET No. 350/2025 and at the hearing dated 02.07.2025.

14. In this background, the Petitioner has now preferred the captioned application and pleads that the Petitioner has already parted with actual physical possession of the subject property in favour of third-parties on 30.05.2024 and alleges that the possession of the third party is protected under the provisions of Section 53A of the Transfer of Property Act 1882 [‘TPA’].

15. Firstly, this Court notes that the averment that the Petitioner has parted with actual physical possession of the subject property has been taken before this Court for the first time on 10.10.2025. [Learned senior counsel for the appellant states that this fact was first stated in the appeal i.e., FAO(OS) 84/2025 dismissed on 31.07.2025.]

In this regard, this Court notes that after amendment of Section 53A of TPA with effect from 24.09.2001, no reliance can be placed on Section 53A of the TPA by the transferee in the absence of registered agreement to sell. It is admitted that alleged ATS dated 30.05.2024 is not a registered agreement, therefore the possession of the alleged third parties is not protected by the amended Section 53A of TPA. Moreover, Section 53A of TPA would only be applicable to a person claiming through the transferor and the said provision in any event has no application to the undertaking given by the Petitioner before this Court on 15.10.2024 and 02.07.2025. The third parties who are claiming through the Petitioner are bound down by the undertaking of the Petitioner given before the Local Commissioner as well as the Court and cannot retain the possession of the subject property.



16. With respect to the alleged ATS, it is observed that in this application at paragraph 22, the pleading gives an impression to the Court that the Petitioner has received part consideration amounting to ₹ 1.57 crores as set out in Clause 1 of the alleged ATS dated 30.05.2024; whereas during the hearing, the Petitioner's son, Mr. Shakir Ali has clarified that the cheques enlisted at serial nos. (xi) to (xviii) of Clause 1 of the said ATS have not even been encashed and the actual consideration received is only ₹ 92 lakhs. The pleading in the application is therefore misleading and not truthful.

In fact, Clause 1 of the alleged ATS records that the entire consideration of ₹ 2.07 crores have been received by the Petitioner, which is admittedly incorrect.

17. The facts set out in the application paragraph nos. 31 to 59, on basis of which, the Petitioner seeks to persuade the Court to believe that the statement made by the Petitioner on 26.09.2024 before the Local Commissioner and/or 15.10.2024 before the Court were made by any force or coercion by Respondent Nos. 2 to 4; does not even prima facie find favour with this Court. The Petitioner accompanied with her son, Mr. Shakir Ali and her lawyer appeared on 26.09.2024, 15.10.2024 and 02.07.2025.

A litigant cannot be permitted to disown the proceedings of the Court in the manner sought to be done by this Petitioner in the present case. The averments of alleged coercion are a mere say so and not substantiated by any verifiable and reliable evidence.

18. This Court also finds merit in the submission of Respondent Nos. 2 to 4 that the alleged payments received by the Petitioner between 2021-22 under the alleged ATS dated 30.05.2024 belie the averments made at paragraph 22 of this application that the Petitioner resolved to sell the



subject property on 30.05.2024. The application makes no disclosure of the basis of receiving payments in 2021-22.

19. In view of the aforesaid, this Court is of the considered opinion that the filing of the present application is a clear abuse of process of law. The stance taken by the Petitioner in this application and the stance taken by the Petitioner [which finds mention in the order dated 02.07.2025 as well as the REV. PET No. 350/2025] are entirely different. The Petitioner cannot be allowed to make a mockery of the legal process by changing her stance on different hearings and by disowning her own statements which have been recorded in the orders passed by this Court. The averment of the Petitioner that she is an illiterate lady incapable of independent thinking is ex-facie false. The Petitioner has been continuously assisted by her son, Mr. Shakir Ali and advised by a lawyer at each stage of the proceedings and this Court is not persuaded to hold that she was misled into making her statement recorded on 26.09.2024, 15.10.2024 and 02.07.2025.

20. The present case is a fit case, where exemplary costs should be imposed on the Petitioner; however, in view of the request of the learned senior counsel no costs have been imposed.

21. Accordingly, the application stands dismissed.

**MANMEET PRITAM SINGH ARORA, J**

**OCTOBER 15, 2025**/hp/MG