



2026:DHC:2060



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****BEFORE****HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV**+ **CS(OS) 1481/2013 & CC 57/2014**

MRS. PUNAM SETH
W/O MR. UTTAM SETH
R/O 42, WHITE SWAN ROAD,
MT. ROSKILL, AUCKLAND, NEW ZEALAND.

.....PLAINTIFF

(Through: Mr. Jitendra Singh Bhasin, Ms. Rashmi Priya, Mr. Nishant Shokeen, Mr. Manoj Rajan Sinha, Mr. Anand Singh, Ms. Kritika Anand and Mr. Yash Bhardwaj, Adv.)

Versus

MS. SWATI TANDON
D/O LATE PUNEET TANDON
R/O 142-E, POCKET-IV, MAYUR VIHAR,
PHASE-I, NEW DELHI.

....DEFENDANT

(Through: Mr. Amiet Andlay and Mr. Arun K. Sharma, Adv.)

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Reserved on: 15.12.2025

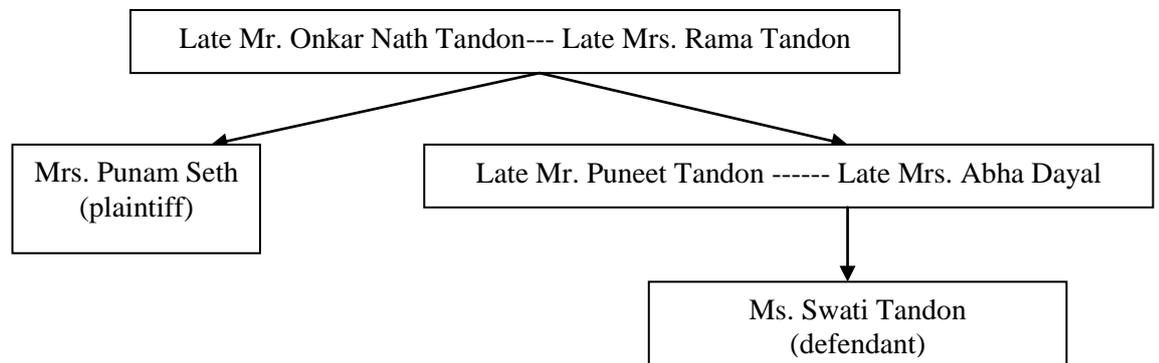
Pronounced on: 27.02.2026
-----**JUDGMENT**

The present suit has been filed on behalf of Mrs. Punam Seth (*hereinafter referred to as the "plaintiff"*) against Ms. Swati Tandon



(*hereinafter referred to as the “defendant”*), principally, for permanent injunction restraining the latter from dealing with the property bearing no. ‘A-6, Nav Bharat Times Apartments, Mayur Vihar-I, Delhi, (*hereinafter referred to as the “suit property”*) and for possession of the same. Further, the plaintiff also prays for consequential reliefs of mesne profits, interest on the decretal amount, damages, and costs of the suit. It is pertinent to note that the plaintiff resides in New Zealand, and the suit has been filed on her behalf by her duly constituted attorney, Mrs. Anju Seth (*hereinafter referred to as the “attorney”*).

2. The plaintiff is the paternal aunt of the defendant. The plaintiff’s brother, late Mr. Puneet Tandon and his wife, late Mrs. Abha Dayal, who are the defendant’s parents, passed away on 23.10.2002. The plaintiff’s father, late Mr. Onkar Nath Tandon passed away on 04.01.2012, and her mother, late Mrs. Rama Tandon, passed away on 22.01.2013. The relevant family tree is extracted below, for reference:



3. The case set up by the plaintiff is as follows:

3.1. The suit property was ‘purchased’ by her parents vide Special Power of Attorney, General Power of Attorney, Will, Receipt, etc., all dated



31.03.1989. Further, Share Certificate dated 29.08.2007, in respect of the suit property, was issued in the names of late Mr. Onkar Nath Tandon and late Mrs. Rama Tandon by the Nav Bharat Times Residents Welfare Association. At the request of late Mr. Puneet Tandon, in the year 2000, he was permitted to reside in the suit property along with his family, and use it additionally as a studio. Late Mr. Onkar Nath Tandon executed Will dated 15.12.2006, bequeathing the suit property to his wife, late Mrs. Rama Tandon. Subsequently, the latter executed registered General Power of Attorney dated 27.02.2012 and also Will dated 04.04.2012 in favour of the plaintiff. Subsequent to the death of Mr. Onkar Nath Tandon, the plaintiff locked the suit property and returned to New Zealand with her mother.

3.2. Late Mr. Onkar Nath Tandon also owned farm land bearing no. 4045 khet no. 174 M, situated at village Nangli Nangla, Pargna and Dadri, District Gautam Budh Nagar, Uttar Pradesh, measuring approx. 1099 sq. yds.

3.3. The parents of the defendant had invested in property bearing no. D-502, 7th Floor, Su-Swagatham Cooperative Group Housing Society, C-58/7, Sector-62, Noida (*hereinafter referred to as the "Su-Swagatham property"*), financed by a loan from the Bhagyodaya Urban Cooperative Bank Ltd. Upon their demise, late Mr. Onkar Nath Tandon repaid the aforesaid loan.

3.4. Pursuant to the demise of the defendant's parents when she was a minor, she resided with and was taken care of by late Mr. Onkar Nath Tandon and late Mrs. Rama Tandon. However, the defendant developed unsavoury habits to the dismay of her grandparents, leading to certain disagreements between them. Upon attaining majority in the year 2006-



2007, the defendant, on her own accord, shifted to another property owned by late Mr. Onkar Nath Tandon, bearing no. 142-E, Pocket-IV, Mayur Vihar, Delhi (*hereinafter referred to as "Flat No. 142-E"*). Further, the defendant issued a legal notice dated 27.07.2007 to her grandparents seeking possession of the Su-Swagatham property. Late Mr. Onkar Nath Tandon refused the demands in the said legal notice and replied to the same vide letter dated 07.08.2007, stating that a substantial part of the cost of the property had been borne by him. The defendant, thereafter, instituted a suit against her grandparents for possession of the suit property, claiming to be an indigent person.

3.5. After the demise of Mrs. Rama Tandon in the year 2013, the plaintiff returned to India and came to know that the suit property had been occupied by the defendant. Thereafter, she demanded that the defendant vacate the suit property. Upon the defendant's refusal to do so, the plaintiff filed a complaint with the police on 23.04.2013, which was not acted upon by them. Therefore, the present suit came to be filed.

4. The defendant has denied the plaint averments and has claimed that the attorney of the plaintiff does not have personal knowledge of the facts of the case and is not competent to institute the suit on behalf of the plaintiff. She further claims that the plaint has not been signed and verified in accordance with law. Disputing the case set up in the plaint, the defendant has taken the following position:

4.1. Prior to the death of her parents, the defendant's grandparents resided in Uttar Pradesh. It was only thereafter, that they came to Delhi to take care



of her. They did not have cordial relations with the defendant's parents as they had objections to their marriage. They asserted control over the properties left behind by late Mr. Puneet Tandon and late Mrs. Abha Dayal.

4.2. Late Mr. Onkar Nath Tandon did not bear any financial burden towards clearing the loan on the Su-Swagatham property, and the funds for repayment of the same were derived from the assets left behind by the defendant's parents. Thereafter, on 19.10.2004, the defendant's grandparents sold the Su-Swagatham property and misappropriated the money received in consideration of the said sale. Further, Flat No. 142-E was not owned by Mr. Onkar Nath Tandon as alleged by the plaintiff, but belonged to the defendant's mother.

4.3. The assets left behind by the defendant's parents were also used for payment towards the share certificate, property tax, and other expenses in respect of the suit property. Mr. Onkar Nath Tandon was never the owner of the suit property and could not have executed the alleged Will dated 15.12.2006. Further, even the documents purportedly executed by Mrs. Rama Tandon in favour of, purportedly bequeathing the suit property upon the plaintiff, could not have been executed by her, as she could neither read nor understand English, and was also not in her senses at the time of the purported execution. The same was done under undue influence and pressure exerted by the plaintiff, subsequent to the death of Mr. Onkar Nath Tandon. The plaintiff had been residing in the suit property since prior to the demise of Mr. Onkar Nath Tandon. Upon the plaintiff's return to India following the demise of Mrs. Rama Tandon, she tried to force the defendant



to vacate the suit property and threatened to use force in case of any resistance to the same.

5. In her counter claim, the defendant seeks, inter alia, declaration that she is the sole owner of the Nav Bharat property, rendition of accounts and recovery of the movable properties left behind by her parents, rendition of accounts and recovery of the sale consideration received for the Su-Swagatham property, and partition of the immovable properties of late Mr. Onkar Nath Tandon. She has set up the following case in the counter claim:

5.1. The defendant's parents were renowned filmmakers/journalists and had set up a private limited company in the name and style of M/s Swati Visuals Private Limited.

5.2. Upon their death, the Government of State of Andhra Pradesh had also granted an ex-gratia of Rs. 1,00,000/- (Rupees One Lakh only), which was received by Mr. Onkar Nath Tandon. Further, a payment of Rs. 4,03,200/- (Rupees Four Lakh Three Thousand and Two Hundred only) to M/s Swati Visuals Private Limited was also made by another third-party entity for work executed by her parents. Further, the defendant believed that both her parents had subscribed to accident insurance policies which were encashed by the grandparents.

5.3. In the month of June, 2006, the defendant's grandparents forced her to leave the suit property after which, she moved to Flat No. 142-E, which had been rented out to an acquaintance of her parents. Upon attaining majority and issuing the aforementioned legal notice to her grandparents seeking



rendition of accounts and claiming her parents' property, the defendant made inquiries and found out that her parents had purchased the following properties during their lifetime:

- i.Flat No. A-6, Navbharat Time Apartments, Mayur Vihar, Phase-I, Delhi.
- ii.Flat No. 142-E Pocket IV, Mayur Vihar, Delhi.
- iii.Flat No. D-502, 7th floor, Su-Sawagam Coop. Group Housing Society in Plot No. C-58/7 Sector 62, NOIDA.
- iv.Farm land bearing no. 4045 khet no. 174 M, situated at village Nangli Nangla, Pargna and Dadri, Distt Gautam Budh Nagar (U.P) measuring apporx. 1009 Sq. Yds.i.e., 843.52 Sq. Mtrs.

5.4. The defendant's father had purchased the following movable properties:

- a. One Final Cut Pro editing machine
- b. One PD 150 DV Camera & accessories
- c. Two 537 Beta Camera with reflectors
- d. One Tripod 501
- e. One Cinetech
- f. One Porta Kit with lights
- g. Contessa car
- h. Shares in M/s Swati Visuals Pvt. Ltd. A-6, Navbharat Times Apartments, Mayur Vihar Phase-I, New Delhi 110091.
- i. Bank account no. 1856 in the Nainital Bank, Patparganj, Delhi.

5.5. The defendant's mother owned the following movable properties:

- a. Jewellery stored in Locker No. 140 in Nainital Bank,



Patparganj, Delhi.

- b. Shares in M/s Swati Visuals Pvt. Ltd. A-6, Navbharat Times Apartments, Mayur Vihar Phase-I, New Delhi 110091.
- c. Bank account no. 812 in the Nainital Bank, Patparganj , Delhi.
- d. Bank account no. 320446927 in the American Express Bank.
- e. Bank account no. 01204371964 in ICICI Bank, Connaught Circus as proprietor of NGO 'Call for Communications'.

5.6. Further, they jointly held the bank account bearing no. 10101295 in the Bhagodaya Bank.

5.7. The defendant's grandparents have misappropriated the movable properties of her parents, and also sold the Su-Swagatham property to third-parties on 19.10.2004 for a total consideration of Rs. 22,50,000/- (Rupees Twenty-Two Lakh Fifty Thousand only). The said consideration amount too, has been misappropriated by them. The plaintiff is in knowledge and custody of all details of the movable properties held by late Mr. Onkar Nath Tandon and late Mrs. Rama Tandon.

5.8. The suit property was purchased by her father from one Mr. A.K. Bahl, vide Agreement to Sell, General Power of Attorney, etc. Mr. Onkar Nath Tandon did not have any source of income apart from his meagre pension and did not possess sufficient funds to purchase the suit property as claimed by the plaintiff.

5.9. Late Mr. Onkar Nath Tandon was in possession of the following ancestral immovable properties:



(i) Shop no. 2/88,2/89,2/109 Nehru Road, Farukhabad, U.P

(ii) Shop no. 2/1,2/2,2/2/4,2/5,2/6 and 2/7 Girdhar Lai Street, Loha Bazar, Farukhabad, U.P

(iii) House no. 2/103,Nehru Road, Farukhabad, U.P

6. The plaintiff, in her written statement to the counter claim, has denied all the averments in the counter claim. She has also raised a preliminary objection to the prayer for partition of the ancestral properties on the ground that the same are situated outside the jurisdiction of this Court, and hence is not maintainable.

7. After completion of pleadings, following issues were framed in civil suit:

“(i) Whether the suit is not maintainable for being filed by an unauthorized and incompetent person? OPP

(ii) Whether the plaintiff is entitled to a decree of permanent injunction? OPP

(iii) Who is entitled to possession of the suit property? OPP

(iv) Whether the plaintiff is entitled to mesne profits @ Rs. 25000/- per month w.e.f. March, 2013, till the date of possession of the suit property? OPP

(v) Whether the plaintiff is entitled to interest @ 18% p.a. on the decreed amount? OPP

(vi) Whether the plaintiff is entitled to damages against the defendant? OPP

(vii) Relief, if any.”

8. The issues in a counter-claim are framed as under:

“(i) Whether the defendant is entitled to declaration that the defendant is the sole and exclusive owner of the Flat No. A-6, Navbharat Times Apartments, Mayur Vihar, Phase I, New Delhi? OPP



(ii) Whether the defendant is entitled to a decree of rendition of accounts and recovery in respect of the amount received as the sale consideration of property bearing No. D-501, Su-Swagatam Co-operative Housing Society Ltd., Sector 62, Noida as per prayer (b) of the counter claim? OPD

(iii) Whether the defendant is entitled to a decree of rendition of accounts in respect of the properties as mentioned in prayer (c) of the counter claim? OPD

(iv) Whether the defendant is entitled to a decree of partition in respect of the movable properties as mentioned in prayer (d) to the counter claim? OPD

(v) Whether the plaintiff is entitled to a decree of rendition of accounts and recovery in respect of the rents and payments received in respect of the immovable properties as mentioned in prayer (e) of the counter claim? OPD

(vi) Whether the defendant is entitled to interest, if so at what rate and at what period? OPD

(vii) Relief, if any.”

9. Thus, the disputed property in the suit and the counter-claim is Flat No.A-6, Navbharat Times Apartments, Mayur Vihar, Phase-I, New Delhi, and rendition of accounts and recovery of the amount received as sale consideration are sought for the property bearing D-501, Su-Swagatam Co-operative Housing Society Ltd., Sector 62, Noida.

10. On behalf of the plaintiff, following witnesses were examined:

PW-1	Mrs. Punam Seth	Plaintiff
PW-2	Mrs. Anju Seth	Attorney
PW-3	Mr. Sanjiv Tandon	Acquaintance of the plaintiff



11. On behalf of the defendant, following witnesses are examined:

Witness no. 1	Name	Particulars
DW-1	Ms. Swati Tandon	Defendant
DW-2	Mr. Ajay Seth	Branch Manager, Nainital Bank, Patparganj Branch
DW-3	Mr. Pradeep Kumar	Deputy Manager, SBI, Mayur Vihar-I
DW-4	Mr. Sudhir K. Mehra	Chief Executive Officer, National Urban Cooperative Bank
DW-5	Ms. Savita Razdan	Assistant Manager, SBI, Mayur Vihar-I
DW-6	Mr. Madhurendra Sinha	Resident at the society

12. On behalf of the plaintiff, following documents were exhibited:

Document no.	Particulars	Date
Exhibit PW-1/1	Special Power of Attorney executed by the plaintiff in favour of the attorney	09.04.2013
Exhibit P-1 (Colly)	Death certificates of Mr. Puneet Tandon and Mrs. Abha Dayal	23.10.2002
Exhibit P-3	Special Power of Attorney dated 31.03.1989 executed by Mr. A.K. Bahl in favour of Mr. Onkar Nath Tandon	31.03.1989
Exhibit PW-1/2	General Power of Attorney,	31.03.1989



(colly)	Will and receipt executed by Mr. A.K. Bahl in favour of Mr. Onkar Nath Tandon	
Exhibit P-4	Death Certificate of Mr. Onkar Nath Tandon	16.01.2012
Exhibit PW-1/3	Death certificate of Mrs. Rama Tandon	12.02.2013
Exhibit PW-1/4	Letter by Mr. Onkar Nath Tandon addressed to Su-Swagatham Co-operative Group Housing Society	27.12.2002
Exhibit PW-1/5	Certificate issued by Bhagyodaya Urban Co-operative Bank Ltd.	12.01.2003
Exhibit PW-1/6 (colly)	Receipts issued by Su-Swagatham Co-operative Group Housing Society	31.01.2003 and 06.03.2003
Exhibit PW-1/7	Surviving members certificate in respect of Mr. Puneet Tandon and Mrs. Abha Dayal	21.01.2003
Exhibit PW-1/8	Receipt issued by Nav Bharat Times Apartments Residents' Welfare Association	08.08.2005
Exhibit PW-1/9	Receipt issued by Nav Bharat Times Apartments Residents' Welfare Association	10.07.2007
Exhibit PW-1/10	Share Certificate in respect of suit property	29.08.2007
Exhibit PW-1/11	Cheque no. 416802	23.06.2010
Exhibit PW-1/12	NOC issued by Delhi Co-operative Housing Finance Corporation Ltd. for conversion of suit property to freehold.	06.08.2010
Exhibit PW-1/13	Letter issued by Delhi Co-operative Housing Finance Corporation Ltd.	06.08.2010



Exhibit PW-1/14	Order in IPA 38/2007	23.11.2007
Exhibit PW-1/15	Order in IPA 38/2007	15.07.2009
Exhibit PW-1/16	Will of Mr. Onkar Nath Tandon	15.12.2006
Exhibit PW-1/17	General Power of Attorney executed by Mrs. Rama Tandon	27.02.2012
Exhibit PW-1/18	Will of Mrs. Rama Tandon	04.04.2012
Exhibit PW-1/19	Receipt issued by the society	22.01.2013
Exhibit PW-1/20	Electricity receipt in respect of the suit property	22.01.2013
Exhibit PW-1/21	Police Complaint filed by the plaintiff	23.04.2013

13. On behalf of the defendant, following documents were exhibited:

Document no.	Particulars	Date
Exhibit DW-1/1 (Colly)	Newspaper clippings <i>qua</i> the work of Mr. Puneet Tandon and Mrs. Abha Dayal	N.A.
Mark-A	Memorandum and Articles of Association of M/S Swati Visuals Pvt. Ltd.	27.11.1991
Exhibit D-6	Identity Card of Mr. Onkar Nath Tandon	N.A.
Mark E/DX-1	Letter written to Food Inspector, Delhi	31.08.2003
Exhibit DW-1/2 (Colly)	School report cards of the defendant	1995-2004
Mark-A/DX-1	Deed of Agreement executed between Mr. Onkar Nath Tandon and Mr. Anshu Vijay Rode	28.07.2005
Mark-B	Share Certificate issued by	31.05.2000



	Su-Swagatham Co-operative Group Housing Society Ltd.	
Mark-C	Loan sanction letter issued by Bhagyodaya Bank in favour of Mr. Puneet Tandon and Mrs. Abha Dayal	October, 2001
Mark K/DX-1 and Mark/DX-4	Receipt issued by Su-Swagatham Co-operative Group Housing Society Ltd.	20.04.2001
Mark K/DX-3 and Mark K/DX-4	Receipts issued by Su-Swagatham Co-operative Group Housing Society Ltd.	26.04.2001 and 31.05.2000
Mark K/DX-5 and Mark K/DX-6	Receipts issued by Su-Swagatham Co-operative Group Housing Society Ltd.	19.11.2001 and 12.10.2001
Mark K/DX-7 and Mark K/DX-8	Receipts issued by Su-Swagatham Co-operative Group Housing Society Ltd.	20.06.2000 and 10.06.2000
Mark K/DX-9 and Mark K/DX-10	Receipts issued by Su-Swagatham Co-operative Group Housing Society Ltd.	24.07.2002 and 03.01.2002
Mark K/DX-11 to Mark K/DX-12	Receipts issued by Su-Swagatham Co-operative Group Housing Society Ltd.	11.05.2002
Exhibit D-1	Share Certificate of Mr. A.K. Bahl in respect of the suit property	15.08.1985
Exhibit D-2	Allotment letter in favour of Mr. A.K. Bahl in respect of the suit property	01.08.1988
Exhibit PW-1/DX-4	Receipt cum Agreement executed between Mr. A.K. Bahl and Mr. Puneet Tandon	24.03.1987
Exhibit PW-1/DX-5	Receipt cum Agreement executed between Mr. A.K. Bahl and Mr. Puneet Tandon	03.03.1989



Mark-Z	Letter issued by Mr. A.K. Bahl addressed to the Secretary of the society	31.03.1989
Exhibit DW-1/4	Statement of account issued by the society in favour of Mr. A.K. Bahl	28.02.1995
Mark-B/DX-1	Receipt issued by Europe Forces Services	08.07.2001
Mark C/DX-1	Covering letter	Undated
Mark-D/DX-1(Colly)	Cheques bearing no. 069786, 069787, 069788	21.08.2001
Exhibit D-3	Copy of legal notice issued by the defendant to Mr. Onkar Nath Tandon	27.07.2007
Exhibit D-4	Copy of reply to legal notice dated 27.07.2007	07.09.2007
Exhibit PW-1/DX-2	Chequebook counter foil record of account no. 51105 with Bank of Saurashtra	N.A.
Exhibit DW-1/31	Certified copy of pauper report filed by the Sub-Divisional Magistrate in IPA No. 38/2007	08.05.2018

Submissions

14. Mr. Jitendra Bhasin, learned counsel for the plaintiff, has made the following submissions:

14.1. The objection raised by the defendant with respect to the institution of the suit by the attorney is meritless and devoid of proof;

14.2. The suit property was purchased by Mr. Onkar Nath Tandon on the basis of General Power of Attorney, Will and Receipt, all dated 31.03.1989. Each payment made by him towards the same is supported by original receipts and acknowledgments issued by the society;



14.3. The defendant's claim that her parents had paid the consideration amount towards the acquisition of the suit property is unsubstantiated by evidence, as the documents on which reliance is placed came into existence subsequent to their death. Further, the affidavit filed by the Secretary of the society in compliance with the order dated 05.02.2015 conclusively affirms that the plaintiff's parents were the recorded shareholders of the suit property. Therefore, the plaintiff is entitled to possession and permanent injunction against the defendant in respect of the suit property;

14.4. After the defendant had moved out of the suit property, she returned as a trespasser in the plaintiff's absence, sometime in the year 2012/2013, upon the demise of Mrs. Rama Tandon. The defendant was occupying the suit property illegally and without authorisation and the plaintiff became aware of the same upon her return to India after the demise of Mrs. Rama Tandon. For her unauthorised occupation of the suit property, the defendant must be held liable to pay mesne profits at the rate of Rs. 25,000/- (Rupees Twenty-Five Thousand only) per month, which is the prevailing market rate of monthly rent at the location of the suit property. Further, for her acts of deliberate trespass into and encroachment of the suit property, the defendant ought to be made liable to pay exemplary damages.

14.5. The plaintiff's parents had contributed substantially towards clearing the outstanding loans in respect of the Su-Swagatham property. Further, the share certificate in respect of the same also stood transferred in their names. Therefore, it was well within their rights to sell the same, if they did do so.

14.6. Furthermore, the plaintiff cannot be held liable for rendition of



accounts in respect of the sale consideration purportedly received by her parents towards the Su-Swagatham property.

14.7. As far as the defendant's prayer for rendition of accounts of the movable properties purportedly left behind by her parents is concerned, the defendant has made only vague and unsubstantiated allegations regarding the same having been misappropriated by her grandparents;

14.8. Further, so far as the prayer for partition of the ancestral properties is concerned, there does not exist any property in the joint ownership of the plaintiff and defendant;

14.9. The defendant has not produced a shred of evidence to show that the plaintiff has derived any rent or benefit from any property mentioned in the counter claim. No rent receipts, bank credits, tenancy documents, or statements have been filed. Further, the plaintiff has neither collected any rent nor possessed any of property other than the suit property.

15. Mr. Ameit Andley, learned counsel for the defendant, has opposed the said submissions and contended as follows:

15.1. The suit is not maintainable as the same has been filed on behalf of the plaintiff by the attorney despite not being competent to do so. The statements of the plaintiff (PW-1) and the attorney (PW-2), in their cross-examination, disclose that the latter was not personally conversant with the averments in the plaint, despite having signed and verified it.

15.2. The suit property was, in fact, purchased by the defendant's father and used as the place of residence for his family. His purchase of the same is



evidenced by the Special Power of Attorney dated 31.03.1989 executed in his favour by Mr. A.K. Bahl, who was its original allottee and the receipts cum agreements dated 24.03.1989 and 03.03.1989. Further, other documents such as the letter dated 31.02.1989 issued by Mr. A.K Bahl authorising Mr. Puneet Tandon to do acts in respect of the suit property and also the receipt issued by a water purifier company for payment by him in respect of servicing of a water cooler installed in the suit property substantiate the defendant's case.

15.3. The defendant's grandparents came to the suit property only after the demise of her parents. Mr. Onkar Nath Tandon was a retiree at the relevant time, and his only source of income was his meagre pension and rental income. Therefore, he could not have had the funds to purchase the suit property.

15.4. Soon after shifting to the suit property, ostensibly to take care of the defendant who had become orphaned, they started behaving in a hostile manner towards her and even made it clear that they had intentions to usurp the properties left behind by her parents.

15.5. Further, Will dated 15.12.2006 *vide* which Mr. Onkar Nath Tandon is purported to have bequeathed the suit property to his wife, Mrs. Rama Tandon has not been duly proved in accordance with Section 68 of the Evidence Act, 1872. Will dated 04.04.2012 and the General Power of Attorney dated 27.02.2012 could not have been executed by Mrs. Rama Tandon in favour of the plaintiff as she was suffering from Parkinson's disease at the said point of time and also was not conversant in the English



language. The said Will too, has not been duly proved in accordance with Section 68 of the Evidence Act, 1872. Therefore, the plaintiff has failed to establish her title over the suit property.

Analysis

16. First, the issues for adjudication in the main suit are taken up for consideration.

Issue no. (i)

17. The defendant, in her written statement, has taken the preliminary objection to the manner in which the suit has been instituted. It is her case that the attorney who has affixed her signature and verified the plaint on behalf of the plaintiff could not have been authorised to do so, on the ground that she was, allegedly, not personally conversant with the facts of the case.

18. The suit has been filed by the attorney on behalf of the plaintiff, on the strength of the Special Power of Attorney dated 26.04.2013. Under the scheme envisaged by the Code of Civil Procedure, 1908 (*hereinafter referred to as the "CPC"*), a holder of a power of attorney may do such acts on behalf of the party granting power, as they may have been authorised to do under the power of attorney. The said provision is extracted below, for reference:

*"2. Recognized agents.—The recognized agents of parties by whom such appearances, applications and acts may be made or done are—
(a) persons holding powers-of-attorney, authorising them to make and do such appearances, applications and acts on behalf of such parties;
(b) persons carrying on trade or business for and in the names of parties not resident within the local limits of the jurisdiction of the*



Court within which limits the appearance, application or act is made or done, in matters connected with such trade or business only, where no other agent is expressly authorised to make and do such appearances, applications and acts.”

19. Next, it would be apposite to refer to the provisions under Order VI Rule 14 and Order VI Rule 15 of the CPC. The said provisions are extracted below, for reference:

“14. Pleading to be signed.—Every pleading shall be signed by the party and his pleader (if any): Provided that where a party pleading is, by reason of absence or for other good cause, unable to sign the pleading, it may be signed by any person duly authorized by him to sign the same or to sue or defend on his behalf.”

(Emphasis supplied)

“15. Verification of pleadings.—(1) Save as otherwise provided by any law for the time being in force, every pleading shall be verified at the foot by the party or by one of the parties pleading or by some other person proved to the satisfaction of the Court to be acquainted with the facts of the case.(2) The person verifying shall specify, by reference to the numbered paragraphs of the pleading, what he verifies of his own knowledge and what he verifies upon information received and believed to be true. (3) The verification shall be signed by the person making it and shall state the date on which and the place at which it was signed.”

20. A conjoint reading of the aforesaid provisions indicates that a recognised agent is empowered under the provisions contained in the CPC, to institute a suit on behalf of the plaintiff as long as he/she is acquainted with the facts of the case. There is no requirement under the CPC for the recognised agent to be personally conversant with the facts of the case, and the Rule providing for verification also indicates that the pleadings could be verified on personal knowledge or on the basis of information received and believed to be true. The aforesaid view finds support from the decision of



the Supreme Court in the case of *Man Kaur(Dead)By Lrs v. Hartar Singh Sangha*,¹ wherein, the Court, while examining the scope of the authority of a power of attorney holder to lead evidence, has held as under:

“18. We may now summarise for convenience, the position as to who should give evidence in regard to matters involving personal knowledge:

(a) An attorney holder who has signed the plaint and instituted the suit, but has no personal knowledge of the transaction can only give formal evidence about the validity of the power of attorney and the filing of the suit....”

21. Mr. Ameit Andlay, in support of his submission that the suit has been instituted by an unauthorised and incompetent person, has placed reliance on the cross-examination of PW-1 (the plaintiff) on 24.03.2017, wherein it is admitted that the attorney was not personally conversant with the facts of the case. The relevant portion of the same is extracted below, for reference:

“It is correct that my attorney Anju Seth had no personal knowledge of the facts stated in the plaint on the date of its institution. Volunteered: I narrated the facts to Anju Seth prior to institution of the suit.”

22. Further, he places reliance on the cross examination of PW-2 (the attorney) on 24.08.2017, wherein she has admitted that she had not instructed the plaintiff’s counsel for the purpose of drafting any of the pleadings in the suit and the counter claim. The relevant portion of her statement is extracted below, for reference:

“The plaintiff and her husband told me that the defendant was living hedonistic life style. I do not have any personal knowledge about the same. The plaintiff told me that the defendant harassed Mr. O.N Tandon for money for her extravagant life style. I had not given any instruction to the counsel for purpose of drafting

¹(2010) 10 SCC 512



plaint, replication and written statement to the counter claim.

The plaintiff and her husband told me that defendant developed intimacy with a number of undesirable elements soon begun smoking, drinking, partying late night. I myself had not seen the defendant indulged in such activities. Whenever I visited the parents of the plaintiff they never informed me about the defendant indulging in any such activity.”

23. A perusal of the said extracts indicates that the attorney is acquainted with the ‘facts’ of the case as required under Order VI Rule 14 of the CPC, despite not being personally conversant with the same. Further, merely because the plaint was not drafted on the instructions of the attorney, does not invalidate the institution of the suit, considering that the entire deposition of the plaintiff, as PW-1, is indicative of the fact that the plaint was drafted on her instructions. An argument could possibly have been raised if the plaint were drafted on the instructions of the attorney who was not personally conversant with the facts. However, such is not the case here.

24. The upshot of the foregoing discussion is that the suit cannot be deemed to be not maintainable as having been instituted by an unauthorised and incompetent person. Therefore, issue no. (i) is answered in the negative.

Issue no. (iii)

25. This issue relates to the prayer for possession of the suit property, whereas issue no. (ii) relates to a consequential prayer for injunction. Therefore, this issue is taken up for consideration before issue no. (ii).

26. The prayer for possession is governed by the provision under Section 5 of the Specific Relief Act, 1963 (“SRA”), whereunder, persons entitled to possession of specific immovable properties, may recover it in the manner provided by the CPC. It is settled law that entitlement to possession of a



specific immovable property, on the basis of title or otherwise, is a pre-requisite for succeeding in a claim of recovery. A case of illegal dispossession, without following the due procedure, is covered separately under Section 6 of SRA, which is maintainable only on the ground of settled possession and irrespective of title. However, in the present case, the plaintiff has failed to fulfil the essential pre-conditions and to establish the existence of her legal entitlement over the suit property or even prior possession.

27. The plaintiff has attempted to set up her claim of possession on the basis of title as well as prior possession. Her claim on the basis of prior possession is examined first. The plaintiff has specifically pleaded that subsequent to the demise of Mr. Onkar Nath Tandon in the year 2012, she had locked the suit property and informed the concerned persons at the society in which the suit property is situated before departing to New Zealand with Mrs. Rama Tandon. She further claims to have paid maintenance charges to the society and electricity charges in respect of the suit property through an acquaintance and relies on receipts dated 22.01.2013 thereof, as proof of her possession of the suit property as on the said date. According to her, thereafter, the defendant illegally trespassed into the suit property. However, the said receipts (Exhibit PW-1/19 and Exhibit PW-1/20) are in the names of Mr. Onkar Nath Tandon and Mr. A.K. Bahl respectively. Therefore, they do not, by any stretch of imagination, establish her possession of the suit property. Moreover, none of the witnesses on her behalf have given categorical evidence in this regard. In fact, PW-3, Mr. Sanjiv Tandon, who is stated to be an acquaintance of the plaintiff's



husband, in his cross-examination on 20.04.2018, has explicitly stated that he could neither admit nor deny that the suit property was the permanent residence of the defendant. The relevant portion of his statement is extracted below, for reference:

“Q: Can you tell the date of your visit at the suit property as mentioned in para-3 of Ex.PW3/X?”

A: I do not remember the date, time or the year but I visited the suit property and found defendant there.

I was informed by the plaintiff or her husband Uttam Seth that defendant is visiting the suit property. It is incorrect to suggest that I never met the defendant at the suit property and giving false evidence to that effect. Neither plaintiff nor her husband had told me the actual residence of defendant. I cannot admit or deny that the defendant was permanently residing in the suit property.”

28. Most importantly, having averred that upon the demise of Mr. Onkar Nath, she had locked the suit property and informed the members of the society before leaving for New Zealand, the plaintiff could have examined the said members as witnesses in support of her claim. However, no such evidence has been led. Therefore, the plaintiff has not established her prior possession of the suit property.

29. Consequently, the plaintiff’s claim for entitlement to possession rests solely on her purported title over the same, allegedly, having been derived from her parents.

30. Her case is that her parents had ‘purchased’/‘acquired’ the suit property by virtue of registered General Power of Attorney and registered Will, both dated 31.03.1989, executed in their favour by one Mr. A.K. Bahl, its original ‘allottee’.



31. However, it is trite law that a power of attorney is not an instrument of transfer of any right, title, or interest in a property, but is a contract of ‘agency’, whereby the ‘power of attorney holder’ or the ‘agent’ is authorised to act as the ‘attorney’ on behalf of the executant of the document or the ‘principal’. A power of attorney neither results in transfer of title nor conveyance thereof.

32. Transfers of immovable property are governed by the Transfer of Property Act, 1882. The term ‘transfer of property’ is defined under Section 5 thereof as under:

*“5. “Transfer of property” defined.—In the following sections “transfer of property” means an act by which a living person conveys property, in present or in future, to one or more other living persons, or to himself, or to himself and one or more other living persons; and “to transfer property” is to perform such act.
In this section “living person” includes a company or association or body of individuals, whether incorporated or not, but nothing herein contained shall affect any law for the time being in force relating to transfer of property to or by companies, associations or bodies of individuals.”*

33. A perusal of the aforesaid provision indicates that for a transfer of property to take place, conveyance of a right, title, or interest is *sine qua non*. Unless a transaction involves ‘conveyance’, no transfer of property could be deemed to have been made.

34. The said aspect has been considered by the Supreme Court in its decision in *Suraj Lamps Industries v. State of Haryana*,² wherein it has held as under:

² (2012) 1 SCC 656



“13. A power of attorney is not an instrument of transfer in regard to any right, title or interest in an immovable property. The power of attorney is a creation of an agency whereby the grantor authorizes the grantee to do the acts specified therein, on behalf of grantor, which when executed will be binding on the grantor as if done by him (see section 1A and section 2 of the Powers of Attorney Act, 1882). It is revocable or terminable at any time unless it is made irrevocable in a manner known to law. Even an irrevocable attorney does not have the effect of transferring title to the grantee. In State of Rajasthan vs. Basant Nehata - 2005 (12) SCC 77, this Court held :

"A grant of power of attorney is essentially governed by Chapter X of the Contract Act. By reason of a deed of power of attorney, an agent is formally appointed to act for the principal in one transaction or a series of transactions or to manage the affairs of the principal generally conferring necessary authority upon another person. A deed of power of attorney is executed by the principal in favour of the agent. The agent derives a right to use his name and all acts, deeds and things done by him and subject to the limitations contained in the said deed, the same shall be read as if done by the donor. A power of attorney is, as is well known, a document of convenience.

Execution of a power of attorney in terms of the provisions of the Contract Act as also the Powers-of-Attorney Act is valid. A power of attorney, we have noticed hereinbefore, is executed by the donor so as to enable the donee to act on his behalf. Except in cases where power of attorney is coupled with interest, it is revocable. The donee in exercise of his power under such power of attorney only acts in place of the donor subject of course to the powers granted to him by reason thereof. He cannot use the power of attorney for his own benefit. He acts in a fiduciary capacity. Any act of infidelity or breach of trust is a matter between the donor and the donee."

An attorney holder may however execute a deed of conveyance in exercise of the power granted under the power of attorney and convey title on behalf of the grantor."

35. Further, the Supreme Court, considering that a large number of transactions had been entered into by virtue of such documents, has also held that the explicit declaration in the said decision, of the position of law as it existed ever since the enactment of the TPA, would not affect any mutation entry that may have been made by the Municipal or revenue authorities. The Court also made it clear that the said documents could be



relied on to apply for regularisation of allotments/leases. The relevant portion of the decision is extracted below, for reference:

“18. We have merely drawn attention to and reiterated the well-settled legal position that SA/GPA/WILL transactions are not `transfers' or `sales' and that such transactions cannot be treated as completed transfers or conveyances. They can continue to be treated as existing agreement of sale.

Nothing prevents affected parties from getting registered Deeds of Conveyance to complete their title. The said `SA/GPA/WILL transactions' may also be used to obtain specific performance or to defend possession under section 53A of TP Act. If they are entered before this day, they may be relied upon to apply for regularization of allotments/leases by Development Authorities. We make it clear that if the documents relating to `SA/GPA/WILL transactions' has been accepted acted upon by DDA or other developmental authorities or by the Municipal or revenue authorities to effect mutation, they need not be disturbed, merely on account of this decision.”

36. The plaintiff has relied on Share Certificate dated 19.08.2007 in the name of Mr. Onkar Nath Tandon in respect of the ‘Nav Bharat Times Cooperative Housing Society’, which is the original allottee of the land on which the suit property exists, to assert that the allotment in name of Mr. Onkar Nath Tandon had been regularised. Further, reliance is also placed on the letter dated 06.08.2010 issued by the Delhi Co-Operative Housing Finance Corporation Ltd. with which the suit property was mortgaged, to the Delhi Development Authority for conversion of the suit property from leasehold to freehold. However, no document evidencing the conversion of the suit property to freehold, in the name of Mr. Onkar Nath Tandon has been placed on record. Mr. Jitendra Bhasin, has made only oral submissions that the suit property was, in fact, converted to freehold, in the name of Mr. Onkar Nath Tandon. The said assertion does not even find place in the plaint.



37. So far as registered Will dated 31.03.1989 is concerned, the same has not been duly proved. It cannot be disputed that a will can confer title on legatee only upon the demise of the testator. However, the plaintiff in her cross examination as PW-1 on 14.03.2017, has admitted that she was not aware of whether the said Mr. A.K. Bahl was alive on the said date. Therefore, even Will dated 31.03.1989 cannot be of much help to the plaintiff in this regard. The relevant portion of her statement is extracted below, for reference:

“I have not found out if Mr. A.K.Behl is alive as on date.”

38. In view of the foregoing discussion, the plaintiff cannot be held to be entitled to possession of the suit property, either on ground or prior possession or title.

39. Issue no. (iii), being for the purpose of adjudication of the plaintiff's prayer for possession of the suit property, has been incorrectly framed as *“Who is entitled to possession of the suit property?”*. It ought to have been framed as, *“Whether the plaintiff is entitled to possession of the suit property?”*. This issue, in its corrected form, is answered in the negative.

Issues no. (ii), (iv), (v) and (vi)

40. These issues relate to the prayers *viz.* for injunction against the defendant in respect of the suit property, for interest on the decreed amount, and for mesne profits towards the defendant's allegedly unauthorised occupation of the suit property, which are consequential to the relief of possession.



41. In view of the adjudication of issue no. (iii) in the negative, these issues too, are answered in the negative.

42. The issues in the counter claim are now taken up for consideration.

Issue no. (i)

43. The defendant's claim to the suit property, similar to that of the plaintiff's, is based on her purported title derived from her father, Mr. Puneet Tandon. According to her, her father 'purchased' the suit property, by way of Special Power of Attorney dated 31.03.1989, executed by the said Mr. A.K. Bahl.

44. Mr. Ameit Andlay, has placed reliance on the decision of a two-judge bench of the Supreme Court in the case of *Maya Devi v. Lalta Prasad*,³ to contend that the decision in *Suraj Lamps* is only prospective and therefore, would not affect defendant's case. The relevant portions of the said decision are extracted below, for reference:

"10. In the above judgment, it has been stated that the observations made by the court are not intended to in any way affect the validity of sale agreements and powers of attorney executed in genuine transactions. I am of the view that the power of attorney executed on 12-5-2006 in favour of the appellant by the wife of Prem Chand Verma is a genuine transaction executed years before the judgment of this Court. The facts will clearly indicate that the agreement for sale dated 3-11-2003 was created by none other than the husband of Nirmal Verma, who had executed the general power of attorney and possession was handed over to the appellant. That being the fact situation, in my view, the objection filed by the appellant under Order 21 Rule 58 CPC in execution has to be allowed. I, therefore, hold that the executing court can execute the decree in Civil Suit No. 407 of 2007, but without proceeding against the property referred to in the

³ (2015) 5 SCC 588



registered power of attorney dated 12-5-2006.

XXXXX

I have perused the judgment [Set out in paras 1 to 11, above.] of my learned and esteemed Brother Radhakrishnan, and I entirely and respectfully agree with his conclusion that the appeal deserves to be allowed. My learned Brother has succinctly analysed the sterling judgment in Suraj Lamp and Industries (P) Ltd. v. State of Haryana [Suraj Lamp and Industries (P) Ltd. v. State of Haryana, (2009) 7 SCC 363 : (2009) 3 SCC (Civ) 126] , which has been rendered by a three-Judge Bench [Suraj Lamp and Industries (P) Ltd. (2) v. State of Haryana, (2012) 1 SCC 656 : (2012) 1 SCC (Civ) 351] of this Court. I completely concur with the view that since general power of attorney (GPA) in favour of the appellant was executed and registered on 12-5-2006, it could not be impacted or affected by Suraj Lamp [Suraj Lamp and Industries (P) Ltd. v. State of Haryana, (2009) 7 SCC 363 : (2009) 3 SCC (Civ) 126] dicta. Furthermore, a reading of the order of the executing court as well as of the High Court makes it palpably clear that both the courts had applied the disqualification and illegality imposed upon GPAs by Suraj Lamp [Suraj Lamp and Industries (P) Ltd. v. State of Haryana, (2009) 7 SCC 363 : (2009) 3 SCC (Civ) 126] without keeping in mind that the operation of that judgment was pointedly and poignantly prospective. This question has been dealt with by my esteemed Brother most comprehensively.”

45. On perusal of the said decision, respectfully, this Court is of the view that it was rendered in the context of the peculiar facts of the case. The appellant therein had claimed title over the subject property on the basis of a registered power of attorney, and had filed objections in execution proceedings for a decree of money recovery, which was sought to be executed against the subject property. The decree holder had obtained the subject decree in *ex-parte* proceedings, which, in the opinion of the Supreme Court, was collusive and only to defeat the interests of the appellant. The factual backdrop of the said case has no relation to the facts of the present case.

46. Moreover, another two-judge bench of the Supreme Court in its



decision in *Shakeel Ahmad v. Syed Akhlaq Hussein*,⁴ has rejected the contention that the decision in *Suraj Lamps* is only prospective, and held as follows:

“10. Having considered the submissions at the outset, it is to be emphasized that irrespective of what was decided in the case of Suraj Lamps and Industries (supra) the fact remains that no title could be transferred with respect to immovable properties on the basis of an unregistered Agreement to Sell or on the basis of an unregistered General Power of Attorney. The Registration Act, 1908 clearly provides that a document which requires compulsory registration under the Act, would not confer any right, much less a legally enforceable right to approach a Court of Law on its basis. Even if these documents i.e. the Agreement to Sell and the Power of Attorney were registered, still it could not be said that the respondent would have acquired title over the property in question. At best, on the basis of the registered agreement to sell, he could have claimed relief of specific performance in appropriate proceedings. In this regard, reference may be made to sections 17 and 49 of the Registration Act and section 54 of the Transfer of Property Act, 1882.

13. The argument advanced on behalf of the respondent that the judgment in Suraj Lamps & Industries (supra) would be prospective is also misplaced. The requirement of compulsory registration and effect on non-registration emanates from the statutes, in particular the Registration Act and the Transfer of Property Act. The ratio in Suraj Lamps & Industries (supra) only approves the provisions in the two enactments. Earlier judgments of this Court have taken the same view.”

47. It is also pertinent to note that just like the plaintiff, the defendant too, has not produced any document indicating regularisation of allotment of the suit property in the name of her father by the Delhi Development Authority. The case of the defendant, insofar as her claim of title is concerned, is equally vulnerable as that of the plaintiff herein and cannot be termed as a better case in any case. Therefore, even the aforequoted observations in

⁴2023 INSC 1016



paragraph no. 18 of the decision in *Suraj Lamps Industries* would not be of much help to the defendant. Therefore, the defendant has not established her title over the suit property.

48. In view thereof, issue no. (i) is answered in the negative.

Issues no. (ii) and (iii)

49. These issues relate to the prayer for rendition of accounts and recovery of the consideration amount received by Mr. Onkar Nath Tandon and Mrs. Rama Tandon from the sale of the Su-Swagatham property and in respect of the movable properties left behind by the defendant's parents. Therefore, they are taken up for consideration together.

50. A prayer for rendition of accounts would be maintainable only where the plaintiff has a statutory right to demand the same from the defendant, where there exists a fiduciary relationship between the parties and the defendant has received money due to the plaintiff, or where there exist equitable grounds for the same. Reference may be made to the decision of the Supreme Court in *K. Skaria v. the Government of State of Kerala*,⁵ where it has summarised the legal position as under:

“16. To summarise, a suit for rendition of accounts can be maintained only if a person suing has a right to receive an account from the defendant. Such a right can either be (a) created or recognized under a statute; or (b) based on the fiduciary relationship between the parties as in the case of a beneficiary and a trustee, or (c) claimed in equity when the relationship is such that rendition of accounts is the only relief which will enable the person seeking account to satisfactorily assert his legal right. Such a right to seek accounts cannot be claimed as a matter of convenience or on the ground of

⁵(2006) 2 SCC 285



hardship or on the ground that the person suing did not know the exact amount due to him, as that will open the floodgates for converting several types of money claims into suits for accounts, to avoid payment of court fee at the time of institution.”

51. The defendant and her grandparents did, in fact, have a fiduciary relationship, considering that the latter assumed *de-facto* guardianship of the former upon her parents’ demise. If the Su-Swagatham property belonged to her parents, any consideration amount received by her grandparents, that would have been received on her behalf, would have been liable for rendition of accounts. However, it is pertinent to note that the basis for the defendant’s claim against the plaintiff is the assumption that the said funds would have flown to the latter upon the demise of the grandparents. Therefore, it is incumbent on the plaintiff to establish that the alleged misappropriated funds did, in fact, accrue to the plaintiff at any point of time.

52. Similarly, as far as the prayer for rendition of accounts in respect of the movable properties left behind by her parents is concerned, the plaintiff would be liable for the same only if the said movables came in her possession. However, the defendant has not established such a fact. Pertinently, these are foundational facts for constituting the cause of action and are necessary for showing entitlement to claim a relief from the Court. In the absence of such facts, the cause of action for claiming such reliefs could not be termed as complete and existent in the defendant’s favour.

53. In this regard, the defendant has examined DW-2, Mr. Ajay Seth, representative from Nainital Bank, Patparganj Branch, Delhi, DW-3, Mr. Pradeep Kumar, representative of the State Bank of India, Mayur Vihar



Phase-I, New Delhi, DW-4, Mr. Sudhir K. Mehra, representative of National Urban Cooperative Bank Limited Mayur Vihar, New Delhi, and Ms. Savita Razdan, representative of the State Bank of India Phase-I, New Delhi who have produced the statements of the defendant's parents, her grandparents, and the plaintiff. None of the said bank statements indicate transfer of funds left behind by the defendant's parents to the plaintiff, either directly or through her grandparents. They also do not indicate that any sale consideration in respect of the Su-Swagatham property that the defendant's grandparents may have received, was eventually transferred to the plaintiff. Therefore, the plaintiff cannot be held as entitled to render accounts in this regard.

54. In view thereof, issues no. (ii) and (iii) are answered in the negative.

Issues no. (iv) and (v)

55. These issues relate to the plaintiff's prayers for partition and rendition of accounts in respect of certain ancestral properties belonging to the extended family of Mr. Onkar Nath Tandon. Therefore, they are taken up for consideration together.

56. At the outset, it is seen that the immovable properties sought to be partitioned are situated outside the jurisdiction of this Court. The provision under Section 16 of the CPC expressly provides that suit for partition of immovable properties ought to be instituted where they are situated. The relevant portion of the said provision is extracted below, for reference:

"16. Suits to be instituted where subject-matter situate.—Subject to the pecuniary or other limitations prescribed by any law, suits—



XXXXX

(b) for the partition of immovable property,

XXXXXXX

shall be instituted in the Court within the local limits of whose jurisdiction the property is situate:

Provided that a suit to obtain relief respecting, or compensation for wrong to, immovable property held by or on behalf of the defendant may, where the relief sought can be entirely obtained through his personal obedience, be instituted either in the Court within the local limits of whose jurisdiction the property is situate, or in the Court within the local limits of whose jurisdiction the defendant actually and voluntarily resides, or carries on business, or personally works for gain.”

57. Therefore, these prayers are not maintainable before this Court.

58. Furthermore, it is the defendant's own case in her written statement that the subject properties are ancestral properties where Mr. Onkar Nath Tandon lived with his extended joint family. Neither has she pleaded any particulars regarding any partition of the same in the said extended joint family, nor are members of the same impleaded as parties to the suit/counter-claim. These prayers are not maintainable for the said reasons as well.

59. In view thereof, issues no. (iv) and (v) are answered in the negative.

Issue no. (vi)

60. Considering the findings in the other issues and the defendant having not been held entitled to any amount, issue no. (vi) is answered in the negative.

Conclusion

61. In light of the foregoing discussion, the suit, as well as the



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counterclaim are dismissed for being devoid of merits. Decree of dismissal be drawn in terms of this judgment.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

FEBRUARY 27, 2026
Nc/amg