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

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Date of decision: 04.02.2026

+ **FAO(OS) 13/2026, CM APPL. 6908/2026, CM APPL. 6909/2026 & CM APPL. 7557/2026**

MS SONIA RANDEV

.....Appellant

Through: **Mr. Rajiv Khosla with Ms. Apoorva Khosla, Ms. Shreya Kumari Sharma & Mr. Vikram Kumar, Advs.**

versus

MS PRAGYA MADAN & ORS

.....Respondents

Through: **Mr. Gaurav Mitra, Adv.(through VC).**

CORAM:

HON'BLE MR. JUSTICE VIVEK CHAUDHARY

HON'BLE MS. JUSTICE RENU BHATNAGAR

J U D G M E N T

1. The present appeal has been preferred by the Appellant under Section 104 read with Order XLIII Rule 1(a) of the Code of Civil Procedure, 1908, (hereinafter referred to as "CPC") read with Section 10 of the Delhi High Court Rules, 2018, assailing the Order dated 20.11.2025, passed by the learned Single Judge, whereby the application of the Appellant under Order XII Rule 6 of the CPC was dismissed.

2. Briefly stated facts are that the Appellant instituted Civil Suit bearing CS (OS) No. 1025 of 2024 seeking, *inter alia*, cancellation of the Sale Deed dated 29.12.2023 executed by the Appellant in favour of respondent No.1 in respect of the Appellant's residential property situated at Janakpuri, Delhi, on the ground that the said sale deed was a sham transaction executed without payment of any consideration.



3. The genesis of the transaction is traced to the lifetime of Late Shri J.P. Randev, father of the appellant, who, acting on representations and inducement made by respondent No.2 regarding safety concerns in handling substantial cash transactions, agreed to a mechanism whereby the sale deed would initially be executed in favour of the wife of respondent No.2, who would thereafter sell the property and reinvest the proceeds for the benefit of the appellant's family. Upon the demise of Late Shri J.P. Randev on 27.10.2023, the appellant continued with the said arrangement, as the property devolved on the Appellant by means of the Will dated 26.06.2019 and consequently General Power of Attorney dated 10.11.2023.

4. The case of the appellant is that respondent No.2, a property dealer, was engaged by her father solely to facilitate the sale of the Janakpuri property for a settled consideration of Rs. 15.50 crores and to utilise the sale proceeds for purchase of residential and other properties at Dehradun for the Appellant and her family, after due approval. For such services, respondent No.2 was to receive Rs. 50 lakhs upon completion of the entire transaction.

5. In furtherance thereof, the appellant temporarily shifted to a service apartment at Dehradun to facilitate showing of the Janakpuri house to prospective purchasers. The monthly rent of the service apartment was admittedly borne by respondent No.2. The appellant asserts that all household articles and belongings continued to remain in the Janakpuri house and possession thereof was never handed over to respondent Nos.1 and 2.

6. The appellant has specifically averred that the Sale Deed dated 29.12.2023 was executed by the Appellant in favour of Respondent No. 1 without receipt of any sale consideration and only as part of the aforesaid arrangement, whereby respondent Nos.1 and 2 were acting merely as property



dealers. The keys of the said house, it is stated, were handed over to respondent No.2 only for the limited purpose of showing the property to prospective buyers.

7. The appellant alleges that respondent No.2, under the guise of completing documentation, demanded money for stamp duty and related expenses, for which even the appellant's gold jewellery was handed over. Several documents were allegedly executed at false addresses and before an unrelated Sub-Registrar.

8. The appellant contends that no consideration whatsoever was paid under the sale deed. Of the amounts reflected therein, Rs. 11 lakhs shown as paid by cheque on 16.11.2023 was admittedly withdrawn by respondent No.2 the very next day, and the remaining amount of Rs. 2,29,62,500/- by two cheques was never encashed and was attempted to be deposited only on 27.09.2024, i.e., long after execution of the sale deed and after initiation of criminal proceedings by the appellant.

9. It is further pleaded by the Appellant that the respondents' own admissions in their written statement, coupled with admitted WhatsApp messages exchanged between the parties and with Father Oscar Ronald, unequivocally establish that respondent No.2 continued to seek instructions from the appellant regarding supervision, safety, and sale of the Janakpuri house even after execution of the sale deed, thereby demonstrating that possession never passed to the respondents.

10. On the basis of aforesaid pleadings, the appellant filed an application under Order XII Rule 6 CPC seeking judgment on admissions, including cancellation of the sale deed and consequential directions.

11. *Vide* the impugned order dated 20.11.2025, the learned Single Judge



dismissed the said application, purportedly recording that part consideration had been paid and relying upon judgments including ***Dahiben v. Arvinbhai Kalyanji Bhanusali (Gajra) Dead through Legal Representatives and Others, (2020) 7 SCC 366.***

12. Aggrieved by the dismissal of the application under Order XII Rule 6 CPC, and after withdrawal of the review petition owing to procedural objections, the appellant has preferred the present First Appeal from Order.

13. By way of the Impugned Order, the learned Single held that the WhatsApp messages and other documents relied upon by the Appellants were matters requiring proof during trial by way of evidence and could not, at the interlocutory stage, be treated as unequivocal admissions. The Court further recorded that no clear or unambiguous admission had been made by the defendants to establish that the entire sale consideration had not been paid, and consequently, the foundational requirement for exercise of jurisdiction under Order XII Rule 6 CPC was not satisfied.

14. Proceeding further, the learned Single Judge observed that even assuming, *arguendo*, that a part of the sale consideration had not been paid, such non-payment would not render the registered sale deed *void* or *void ab-initio*. Relying upon the settled legal position under Section 54 of the Transfer of Property Act, 1882, as expounded by the Supreme Court, the Court held that actual payment of the entire sale consideration at the time of execution is not a *sine qua non* for completion of a sale, and once title has passed by execution and registration of the sale deed, its validity cannot be impeached on the ground of non-payment of balance consideration. In view thereof, the learned Single Judge declined to grant the relief sought under Order XII Rule 6 CPC, while granting liberty to the plaintiffs to raise all



issues during trial, and proceeded to issue consequential directions for completion of pleadings in the connected applications.

15. Having given our thoughtful consideration to the rival submissions and upon an independent examination of the pleadings and material placed on record, this Court is in complete agreement with the reasoning and conclusions arrived at by the learned Single Judge. The jurisdiction under Order XII Rule 6 CPC is a discretionary and exceptional one, to be exercised only where the admission is clear, unequivocal, unambiguous and unconditional, leaving no room for doubt or trial.

16. In the present case, such admissions relied upon by the appellant are neither categorical nor conclusive, and are clearly intertwined with disputed questions of fact which can only be adjudicated upon after parties lead evidence.

17. We find no infirmity in the view taken by the learned Single Judge that the WhatsApp messages and other documents relied upon by the appellant require formal proof and contextual examination, and cannot, at this stage, be elevated to the status of binding admissions warranting a judgment on admissions. Equally, the learned Single Judge has correctly applied the settled position of law that mere non-payment or deferred payment of a part of the sale consideration does not, by itself, render a duly executed and registered sale deed *void* or *non-est* in law, nor does it automatically justify its cancellation in summary proceedings and the same should also be decided after framing of issues and evidence by the parties.

18. The issues raised in the appeal go to the root of the transaction and involve serious allegations of fraud, sham arrangement, and absence of consideration, all of which necessarily require a full-fledged trial. The learned



Single Judge has, therefore, rightly declined to short-circuit the trial by granting reliefs which would effectively amount to decreeing the suit at an interlocutory stage.

19. The appellant's attempt to seek cancellation of a registered sale deed and restoration of possession by invoking Order XII Rule 6 CPC is, in our view, misconceived.

20. In the absence of any patent illegality, perversity, or jurisdictional error in the impugned order dated 20.11.2025, no case is made out for interference by this Court in exercise of its appellate jurisdiction under Section 104 read with Order XLIII CPC.

21. Accordingly, the present appeal is dismissed. All pending applications, if any, also stand disposed of.

22. It is, however, clarified that the observations made herein, as well as in the impugned order, are confined to the disposal of the application under Order XII Rule 6 CPC and shall not influence the final adjudication of the suit on merits, which shall be decided independently on the basis of evidence led by the parties.

23. There shall be no order as to costs.

**VIVEK CHAUDHARY
(JUDGE)**

**RENU BHATNAGAR
(JUDGE)**

FEBRUARY 4, 2026/kp/tr