



2026:DHC:1981



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

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Reserved on: 17th January, 2026

Pronounced on: 10th March, 2026

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RFA 113/2023 & CM APPL. 34428/2023

NAND LAL

S/o Shri Daulat Ram,
R/o Village Dungdhar Pori
Garhwal, Uttarakhand

.....Appellant

Through: Mr. Somdev Tiwari, Ms. Shefali Munde, Mr. Vansh Shrivastava and Ms. Kamyia Wahal, Advocates.

versus

PURAN CHAND

S/o Shri Johari Ram,
R/o C-566, Budh Nagar,
Inder Puri, New Delhi

.....Respondent

Through: Mr. Azhar Ali, Mr. Akash Verma, Ms. Priyanka Basyan and Ms. Vibhuti Sharma, Advocates

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The Regular First Appeal under Section 96 of the Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*) has been filed to challenge the Judgment and Decree dated 19.09.2022, whereby the learned Additional District Judge has dismissed the Civil Suit of the Plaintiff/Appellant *seeking possession of immovable property* bearing Plot



No. 57-A, Khasra No. 133, Village Kirari Suleman Nagar, (known as Yadav Nagar), Block-A, Prem Nagar, New Delhi - 110086 (*hereinafter referred to as the "Suit Property"*).

2. Brief facts as stated in the Plaint are that the Plaintiff/Appellant had purchased the Suit Property from one **Shri Bhagat Singh**, s/o of Shri Jot Ram and **Davinder Singh s/o Giri Raj** by virtue of an *Agreement to Sell, General Power of Attorney, Affidavit and a Receipt*, all dated 24.04.1996. He paid the sale consideration of Rs.25,000/-, for which a Receipt was duly executed in his favour. He was thereafter, handed over the peaceful possession of the Suit Property.

3. The Plaintiff/Appellant further asserted that at the time of purchase of the property, he was working as an Upper Divisional Clerk in the Department of Ministry of Textiles, Panipat, Haryana, and used to visit the suit property on a weekly basis. In the year 2012, he was transferred to Chamoli, Uttarakhand and was unable to visit the Suit Property regularly. In December 2014, when he visited the Suit Property, he was shocked to find that the Defendant/Respondent was in illegal possession of the Suit Property.

4. Upon making inquiries from the neighbours, the Plaintiff/Appellant came to know that the Defendant/Respondent had illegally trespassed into the Suit Property. He approached the Defendant and told him about his right in the Suit Property, but the Respondent responded aggressively and claimed that he had been in possession of the Suit Property since December, 2014. The Plaintiff/Appellant thus, filed the *Suit for possession*, against the Defendant/Respondent.

5. The Suit was contested by the Defendant who in his **Written**



Statement, asserted that Shankar Lal, his brother had purchased the Suit Property from the erstwhile owner, in the year 2000. The brother of the Defendant expired in the year 2001. He was issueless, and the wife of the brother subsequently got remarried. The wife of Shanker Lal, being the real sister of Defendant's wife, agreed that the property be divided equally and the same was built by the Defendant in the year 2014.

6. It was further alleged that the nephew of the Plaintiff/Appellant, who resides adjacent to the plot in question, which had been lying vacant for a long time, in connivance with the Plaintiff/Appellant with the intention to grab the property, created false and fabricated documents. It is asserted that the Plaintiff/Appellant has no right in the Suit Property and the Suit is liable to be dismissed.

7. The Issues on the pleadings were framed as under:-

(1) *Whether the Plaintiff is not the owner of the suit premises in question ? OPD*

(2) *Whether the suit filed by the Plaintiff is not maintainable as he has not assessed the valuation of suit property as per the Suit Valuation Act and has not filed the appropriate ad-valorem court fees as per the Court Fees Act ? OPD*

(3) *Whether the plaint filed by the Plaintiff is not property verified as per rules and procedure? OPD*

(4) *Whether the Plaintiff is entitled for a decree of possession of the suit property in question from the defendant, as prayed for ? OPP*

(5) *Any other relief.*

8. In support of his case, *the Plaintiff/Appellant, Nand Lal, appeared as PW1*, while the *Defendant, Puran Chand, examined himself as DW1*.

9. The **learned District Judge** after considering the evidence adduced by the parties, concluded that the Plaintiff/Appellant was unable to prove any documents of ownership in his possession, and therefore, dismissed the Suit. Aggrieved by the dismissal of the Suit, the Plaintiff/Appellant has preferred



the present Appeal.

10. The **grounds of challenge** are that by the Impugned Judgment, he has been wrongly divested of his title over the Suit Property, and that the observations made by the learned District Judge, are illegal and perverse. The Agreement to Sell dated 24.04.1996 and the other documents relied upon, were duly executed in favour of the Plaintiff/Appellant, coupled with the delivery of possession, thereby constituting a sale transaction, through which the Plaintiff/Appellant acquired ownership rights in the Suit Property.

11. The Plaintiff/Appellant has placed reliance on J.C. Mehra v. Kusum Gupta 2003 SCC OnLine Del 505, wherein such transactions were recognized as a valid mode of sale/transfer in Delhi.

12. It is further contended that title based on a *registered Agreement to Sell* executed prior to the judgment of the Hon'ble Supreme Court in Suraj Lamp and Industries Private Limited v. State of Haryana (2012) 1 SCC 656, remains valid and protected. The said principle has subsequently received the imprimatur of this Court in Rajbala Ghiloria v. Ashok Kumar Sethi and Anr. 2021 SCC OnLine Del 4801.

13. Moreover, it is contended that it has not been appreciated that the ground reality in Delhi with regard to sale of properties, is essentially by way of execution of an Agreement to Sell, which was a well-known and prevalent practice in Delhi, at the relevant time. On the face of it, such documents, under which possession is transferred, effectively amount to a sale transaction. Reliance is also placed on Kuldip Singh Suri v. Surinder Singh Kalra 1998 SCC OnLine Del 406, wherein it was observed that even the DDA recognizes sale of property by way of Power of Attorney.

14. Moreover, the Plaintiff/Appellant asserts that he had purchased the



Suit Property from its erstwhile owners, *Shri Bhagat Singh and Davinder Singh*, who were recorded as owners in the Revenue Records (Khatauni).

15. It is further contended that the Respondent/Defendant has produced documents and deposed in his oral testimony that the suit property bears Khasra No. 178, which is misleading. It is argued that as per the documents filed by the Appellant, a 15-foot-wide road is shown towards the west of the suit property, whereas, as per the documents filed by the Respondent, a 15-foot-wide road is shown towards the north of the property. It is submitted that the learned Trial Court erred in reconciling the two properties, as being one and the same.

16. It is contended that the Respondent has in fact, illegally encroached upon the Suit Property of the Appellant and that the alleged title documents relied upon by him, pertain to property bearing Khasra No. 178 and not to the property purchased by the Plaintiff/Appellant. It is further submitted that the Respondent, therefore, has no right, title, or interest in the Suit Property bearing Khasra No. 133. The Plaintiff/Appellant on the basis of the documents placed on record, was able to establish his ownership over the Suit Property.

17. It is, therefore, submitted that the Impugned judgment be set aside and the Suit of the Plaintiff/Appellant be decreed.

Submissions heard and record perused.

18. It is the case of the Plaintiff/Appellant that in December 2014, when he visited the Suit Property, he found the same to have been encroached upon by the Defendant/Respondent, who had raised construction on the said plot. The Plaintiff/Appellant, therefore, is **admittedly** not in possession of the Suit Property.



19. The Plaintiff/Appellant sought the *recovery of possession* by claiming himself to be the owner of the Suit Property, having purchased the same *vide* the Agreement to Sell and other documents dated 24.04.1996. As per the said documents, the Agreement to Sell was executed in favour of the Plaintiff/Appellant by Bhagat Singh and Shri Davinder Singh in respect of “Plot No. 57-A, **Khasra No. 133**, Village Kirari Suleman Nagar, (known as Yadav Nagar), Block-A, Prem Nagar, New Delhi”.

20. The Defendant, on the other hand, asserted ownership of the property on the basis of a Will dated 01.02.2000 being Ex.DW1/1, General Power of Attorney dated 01.02.2000 being Ex.DW1/2 and a Receipt dated 01.02.2000 being Ex.DW1/3, executed by Shri Deen Dayal in favour of the Defendant’s brother Shri Shankar Lal.

21. The *first ground of defence raised by the Defendant* was that the documents of the Plaintiff/Appellant pertain to property falling in Khasra No. 133, while his property falls in Khasra No. 178. The Plaintiff/Appellant had tried to establish that the two properties were different, by asserting that in the Agreement to Sell of the Plaintiff/Appellant, the plot in question was bounded by as under:

East: Plot
West: Road 15 feet
North: Plot
South: Plot

22. Whereas, in the General Power of Attorney of the Defendant, the plot was shown bounded as under:

EAST: Other plot
WEST: Other plot
NORTH: Road 15 feet



SOUTH: Other plot

23. It was claimed by the Defendant that the very description of the surrounding properties reflect that these were two different plots. However, in his Written Submissions, the Defendant/Respondent admitted that the Suit Property admeasuring “50 sq. yds out of Khasra No. 178 and *now as Khasra No. 133, situated in Village Kirari Suleman Nagar, Delhi*”.

24. Moreover, it is not in dispute that whatever be the description of the property, it is the Suit Property in respect of which both the parties are claiming their ownership. The description of the property in their respective documents is of little consequence, as the identity of the Suit property is not in question.

25. Since the *Suit for possession* has been filed by the Plaintiff/Appellant, the onus lay upon him to establish his ownership, on the basis of which he was claiming possession. The Plaintiff/Appellant has relied upon various documents, namely, the Agreement to Sell, GPA and Receipt dated 24.04.1996, but the real question is *whether these unregistered documents confer any ownership on the Plaintiff/Appellant*.

26. It is settled law that in order to create ownership, the documents are mandatorily required to be registered, which the documents of the Plaintiff/Appellant are not. A mere Agreement to Sell does not create any right, title or interest in immovable property; it merely entitles the purchaser either to seek execution of a Sale Deed in his favour, or if the conditions are fulfilled and the Plaintiff/Appellant is in possession pursuant to a registered Agreement to Sell, seek protection of his possession under Section 53A of The Transfer of Property Act, 1882.

27. In the present case, admittedly, none of the documents on which



reliance has been placed by the Plaintiff/Appellant, were registered documents. Furthermore, admittedly, he is not in possession of the Suit Property. Therefore, on the basis of an unregistered Agreement to Sell, he cannot assert ownership and seek recovery of possession.

28. In this context, it may also be observed that the Plaintiff/Appellant has, for the first time, placed on record *Revenue Records* in this Appeal, to assert that Bhagat Singh and Davinder Singh are the recorded owners of the Suit Property. However, these documents were not placed on record or proved before the learned Trial Court. Even if it is accepted that Bhagat Singh and Davinder Singh were the recorded owners and had executed the Agreement to Sell in favour of the Plaintiff/Appellant, such execution will only confer upon him the right to get the Sale Deed executed. In the absence of any registered document, the Plaintiff/Appellant cannot claim possession of the Suit Property.

29. The Plaintiff/Appellant has contended that the documents relied upon by the Defendant are invalid, particularly since they were executed in favour of Shankar Lal, the brother of the Defendant, who has since expired. It is further asserted that the Defendant has failed to establish any lawful right to claim possession, thereunder. The Respondent, Puran Chand, being the brother of Shankar Lal, in whose favour the documents were allegedly executed, the respondent cannot seek protection under them.

30. However, the question here is not of the title of the Defendant, who is admittedly in possession, but whether the Plaintiff/Appellant has established a better title entitling him to recovery of possession. In a Suit for possession based on title, the Plaintiff must succeed on the strength of his own case and not on the weakness of the defence.



31. The learned District Judge rightly concluded that the Plaintiff has no documents of title in his favour, on the basis of which he can maintain the Suit for possession. The Defendant, who is admittedly in possession of the Suit Property, therefore cannot be evicted.

32. Similar facts have been considered in the recent judgment of the Apex Court in the case of Shakeel Ahmed v. Syed Akhlaq Hussain, SCC OnLine SC 1526, CA No.1598/2023 decided on 01.11.2023, wherein it was held that the unregistered documents in respect of immovable property, do not confer title. *It was further held that a Suit for possession and mesne profits cannot be maintained on the basis of these documents, when the Defendant is admittedly in possession of the Suit Property.* The question of whether he is an owner or a Licensee, is of no consequence. The Suit of the Appellant seeking possession from the Defendant on the basis of unregistered documents was held to be not maintainable.

33. In light of the aforesaid discussion, it is evident that the Plaintiff/Appellant relies solely upon unregistered documents, such as an unregistered Agreement to Sell, etc., to claim possession from the Defendant/Respondent, and the learned District Judge has rightly dismissed the Suit.

34. There is no merit in the present Appeal, which is hereby, dismissed along with any pending Application.

**(NEENA BANSAL KRISHNA)
JUDGE**

MARCH 10, 2026

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