



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

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Reserved on: 20th July, 2026

Pronounced on: 28th September, 2026

Uploaded on: 28th September, 2026

#CNR No. DLHC010216442026

+ **RFA 492/2026, CM APPL. 32425-32429/2026**

1. SMT. SHASHI VERMA

W/o Pankaj Verma

R/o X/100/4, Gali No.4,

Braham Puri Delhi-110053

...Appellant

Through: Mr. Rajeev Sharma, Advocate.

versus

1. LATE. SH. RAM BABU VERMA

S/O Late Sh. Sunder Lal Verma

R/O A-3/223, Nand Nagri Shahdara

Delhi- 110093

2. SMT. ANITA

W/O Sh Manoj Kumar Verma

R/O A-3/223, Nand Nagri Shahdara

Delhi-110093

3. SHRI SHUBHASH CHAND

S/O Late Shri Ram Babu Verma

R/O G-12/14 Gali No.4 Berhampur

Shahdhra Delhi-110053



4. SHRI. SUNITA

D/O Late Sh. Ram Babu,

W/O Shri Ajay Kumar Verma

R/O G-114/3, Gali No.6 Arvind Nagar-

Ghonda Delhi-110053

...Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

CM APPL. 32429/2026:

1. An Application bearing no. **CM APPL. 32429/2026** was filed seeking enlargement of time to pay the deficit court fee.
2. The Appellant is granted eight weeks to make the payment, failing which the amount shall be recovered as arrears of land revenue by the learned Registrar.

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3. **Regular First Appeal** under Section 96 of the Code of Civil Procedure, 1908 has been preferred by the **Appellant/Plaintiff, Smt. Shashi Verma**, against the **Judgment and Decree dated 28.02.2026**, whereby the **Suit for Declaration, Partition, Possession, and, in the alternative, Recovery of Rs.7,66,666/-, and Permanent Injunction** in respect of



property bearing No. A-3/223, Nand Nagri, Shahdara, Delhi (*hereinafter referred to as the “suit property”*), was dismissed.

4. The **facts in brief**, as narrated in the Plaint, are that the Plaintiff is the daughter of Late Sh. Ram Babu Verma/Defendant No.1 and Smt. Shakuntala Devi, while Defendant No.2/Smt. Anita, Defendant No. 3 Sh. Subhash Chand Verma and defendant No, Smt. Sunita are the Plaintiff’s siblings.

5. It is further stated that **property bearing No. G-12/14, Gali No.4, Brahampuri, Shahdara, Delhi, admeasuring 50 sq. yards** (*hereinafter referred to as the “Brahampuri Property”*), stood in the name of **Smt. Shakuntala Devi**, mother of the Plaintiff and Defendant No.2 and wife of Defendant No.1.

6. Smt. Shakuntla Devi expired on **20.08.2008**, leaving behind the following members as her legal heirs:

Sh. Ram Babu Verma (Defendant No.1)	Husband
Smt. Shashi Verma (Plaintiff)	Married Daughter
Sh. Subhash Chand Verma (Defendant No.3)	Married Son
Smt. Anita (Defendant No.2)	Married Daughter
Smt. Sunita Verma (Defendant No.4)	Married Daughter

7. The Plaintiff asserted that thereafter, she along with Defendant Nos.1 and 2, **relinquished their respective shares** in the Brahampuri property in favour of their brother, Sh. Subhash Chand Verma, defendant No.3, by virtue of a **Relinquishment Deed dated 07.01.2014**. Sh. Subhash Chand Verma paid a sum of **Rs.23,00,000/-** against their respective shares. The



consideration amount was kept in the **care and custody of Defendant No.1** for purchase of another property, in the joint names of the Plaintiff and Defendant Nos.1 and 2.

8. Pursuant to the said understanding, a Bayana Agreement was entered into, for purchase of the suit property for a total consideration of **Rs.19,50,000/-**, of which Rs.50,000/- was paid as earnest money. The title documents were agreed to be executed on 05.02.2014, in the joint names of the Plaintiff and Defendant Nos.1 and 2, with the Ground Floor coming to the share of the Plaintiff.

9. The Plaintiff further asserted that, **Defendant Nos.1 and 2, in collusion with each other**, got the title documents of the suit property executed prior to the agreed date, thereby excluding her from the ownership. Thereafter, they shifted to the suit property and the balance amount out of Rs.23,00,000/- continued to remain in their possession.

10. The Plaintiff claimed that the suit property, having been acquired from the amount received from sale of the Brahampuri property, was ancestral and HUF property, wherein the defendants and the plaintiff were having 1/3rd share each.

11. The Plaintiff accordingly, served the **Legal Notice dated 28.01.2014** upon Defendant Nos.1 and 2, asserting her share in the suit property. Thereafter, on **19.02.2014**, the Plaintiff again convened a meeting of the relatives and requested Defendant Nos.1 and 2 to acknowledge her share and effect its partition. However, they refused to give any share to the Plaintiff and allegedly threatened to sell the suit property to a third party.



12. The Plaintiff approached the local Police for lodging a complaint against Defendant Nos.1 and 2; however, no report was registered and she was advised to seek appropriate relief before the Civil Court.

13. The Plaintiff then served the Legal Notice dated 28.01.2014, in response to which **Defendant Nos.1 and 2** sent their **Reply dated 12.02.2014**, wherein they admitted that the Brahampuri property stood in the name of Late Smt. Shakuntala Devi. It was further admitted that the Plaintiff, Defendant No.1 and Defendant No.2 had relinquished their respective shares in favour of Sh. Subhash Chand Verma and that an amount of Rs.23,00,000/-, had been paid in respect of their shares.

14. However, it was asserted that the said amount had been **divided equally amongst the Plaintiff and Defendant Nos.1 and 2** and that the Plaintiff had received **Rs.7,66,700/- as her share**. It was further stated that Defendant No.1 had purchased the suit property for **Rs.8,50,000/-** from his own share and that no amount belonging to the Plaintiff remained with Defendant Nos.1 and 2.

15. The **alleged understanding** for joint purchase of the suit property, payment of Rs.50,000/- as Bayana on behalf of all three, execution of title documents on 05.02.2014 and allotment of the Ground Floor to the Plaintiff, were specifically denied.

16. The plaintiff thus, filed **the Suit for Declaration, Partition, Possession, and, in the alternative, Recovery of Rs.7,66,666/-, and Permanent Injunction**

17. **Defendant Nos.1 and 2**, in their **Written Statement**, stated that the amount of Rs.23,00,000/- had been divided equally amongst the Plaintiff



and Defendant Nos.1 and 2 and that the **Plaintiff, along with her husband Sh. Pankaj Verma**, had received Rs.7,66,700/- in cash in the presence of **Sh. Subhash Chand Verma, Defendant Nos.1 and 2, Sh. Manoj Kumar Verma, Sh. Sunil, property dealer, Sh. Mukesh Kumar Verma and other relatives**, whereafter she executed the Relinquishment Deed.

18. It was further stated that Smt. Sunita, Defendant No.4, had retained her share of 10 sq. yards in the Brahampuri Property, while the Plaintiff and Defendant Nos.1 and 2 had relinquished their respective shares, in favour of Sh. Subhash Chand Verma.

19. Defendant No.1 also asserted that although the Brahampuri property stood in the name of Late Smt. Shakuntala Devi, it had been purchased by him from **his own earnings and funds** in the name of his wife, out of love and affection.

20. Defendant No.1 further asserted that he had paid the Bayana for the suit property, even prior to receiving his share out of Rs.23,00,000/- and had thereafter, purchased the suit property from **Smt. Manju on 07.01.2014**, for a total consideration of **Rs.8,50,000/-**, inclusive of the Bayana amount.

21. It was claimed that there was **neither any oral nor written agreement for joint purchase** and nor was any **amount** in the possession of Defendant Nos.1 and 2, to be paid to the Plaintiff. Defendant No.1 claimed the suit property to be his exclusive self-acquired property, while Defendant No.2 asserted that she was **merely residing therein, with his consent**.

22. The Plaintiff, in her **Replication**, specifically denied having received Rs.7,66,700/- or any other amount towards her share and reiterated that the amount of Rs.23,00,000/- had remained by Defendant No.1, for purchase of



another property. She further disputed the asserted value of property as Rs.8,50,000/- and claimed that the market value of a property of the nature of the suit property in the locality, was not less than Rs.19,00,000/-, while reiterating that the agreed sale consideration was Rs.19,50,000/-.

23. During the pendency of the Suit, Sh. Subhash Chand Verma and Smt. Sunita were impleaded as Defendant Nos.3 and 4, **vide Order dated 03.09.2015.**

24. **Defendant No.4** did not contest the proceedings and was proceeded ex parte on 03.11.2015.

25. **Defendant No.3/Sh. Subhash Chand Verma**, in his **Written Statement**, asserted that he had been wrongly impleaded as a party. He, however, pleaded that the amount of Rs.23,00,000/- had been paid by him to Defendant No.1, in the presence and with the consent of the Plaintiff and Defendant No.2 and that the said amount was thereafter, kept at the residence of Defendant No.2 on the directions of Defendant No.1. He further asserted that, the Relinquishment Deed was executed and registered at the office of the Sub-Registrar.

26. Subsequently, Defendant No.3 sought deletion of her name, from the array of parties. The, **Defendant No.3 was deleted from the array of parties, vide Order dated 07.02.2019.**

27. During the pendency of the Suit, *Defendant No.1/Sh. Ram Babu Verma, expired on 07.05.2021. Sh. Subhash Chand Verma, was thereafter, substituted as one of the Legal Representative of deceased Defendant No.1, vide Order dated 25.04.2023.*



28. On the basis of the pleadings, **the following Issues** were framed, on 25.04.2016:

- “(i) Whether suit property bearing No. A-3/223, Nand Nagri, Shahdara, Delhi was purchased by Defendant No.1 from the amount jointly received by him, the Plaintiff and Defendant No.2 from Defendant No.3 as sale proceeds of Property bearing No. G-12/14, Gali No.4, Brahampuri, Shahdara, Delhi? OPP*
- (ii) If Issue No.1 is decided in favour of the Plaintiff, whether the Plaintiff is entitled to partition of the suit property? OPP*
- (iii) Whether the Plaintiff is entitled to possession of her share in the suit property? OPP*
- (iv) Whether the Plaintiff is entitled to Declaration, as prayed for? OPP*
- (v) Whether the Plaintiff is entitled to Permanent Injunction, as prayed for? OPP*
- (vi) Relief.”*

29. In support of her case, the **Plaintiff examined herself as PW-1** and tendered her Evidence by way of Affidavit, Ex.PW-1/1. She relied upon the Site Plan, Ex.PW-1/A; Legal Notice dated 28.01.2014, Ex.PW-1/B; Reply dated 12.02.2014, Ex.PW-1/C; Relinquishment Deed, Mark-X; Transcript of the telephonic conversation along with the CD, Ex.PW-1/E; Postal Receipt dated 31.01.2014, Ex.PW-1/F; and the Affidavit under Section 65-B of the Indian Evidence Act in support of the electronic record. The Plaintiff was cross-examined on behalf of Defendant No.2.

30. **Defendant No.2/Smt. Anita** examined herself as D2W1 and tendered her Evidence by way of Affidavit, Ex.D2W1/A.

31. **The other Defendants did not lead any evidence and their right to lead evidence was closed on 10.02.2025.**



32. The learned Trial Court, **on consideration of the pleadings and appreciation of the evidence**, observed that it was admitted between the parties that the Brahampuri property stood in the name of Late Smt. Shakuntala Devi and that the Plaintiff, Defendant No.1 and Defendant No.2 had relinquished their respective shares in favour of Sh. Subhash Chand Verma, in relation, to which an amount of Rs.23,00,000/- had been paid.

33. The controversy was essentially whether the Plaintiff had relinquished her share in the Brahampuri property and received Rs.7,66,700/-, in lieu thereof, or whether the same had remained with Defendant No.1 and was thereafter, utilised for purchase of the suit property.

34. The learned Trial Court observed, that “***where the Relinquishment Deed had been executed for consideration, its execution by the Plaintiff itself indicated that she had received her share in the sale proceeds, since no prudent person would relinquish a share in immovable property for consideration without receiving the same.***” It was further noticed that the Plaintiff had not challenged the Relinquishment Deed dated 07.01.2014 before any Court, till date.

35. Consequently, the learned Trial Court held that the Plaintiff had failed to establish that her share in the amount of Rs.23,00,000/-, had been utilised for purchase of the suit property. She was, therefore, held not entitled to Declaration, Partition, Possession, Permanent Injunction or the alternative recovery of Rs.7,66,666/-, **and the Suit was accordingly, dismissed.**

36. Aggrieved by the dismissal of her Suit, the **Plaintiff has preferred the present Appeal.**



37. The **principal ground of challenge**, is that the learned Trial Court has wrongly placed the entire burden of proving non-receipt of the amount of Rs.7,66,700/- upon the Plaintiff, despite the admitted position that Rs.23,00,000/- had been received on sale of Brahampuri property, in which the Plaintiff and Defendant Nos.1 and 2, had the share.

38. It is asserted that once Defendant Nos.1 and 2 specifically pleaded that the Plaintiff had received Rs.7,66,700/- in cash, the burden to establish such payment was upon them.

39. It is further contended that no Receipt, Bank Statement, Account Entry or other documentary evidence, was produced by Defendant Nos.1 and 2 to establish payment of Rs.7,66,700/- to the Plaintiff. None of the independent persons who were specifically stated by them to have witnessed the alleged payment, were examined.

40. It is also asserted that receipt of consideration could not have been presumed merely from execution of the Relinquishment Deed, particularly when the document itself did not contain any recital acknowledging payment of Rs.7,66,700/- to the Plaintiff. The observation that no prudent person would relinquish an interest in immovable property without receipt of consideration, is assailed as being unsupported by the evidence on record.

41. The Appellant further relied upon the close proximity between the relinquishment of the shares in the Brahampuri Property and the purchase of the suit property, the availability of the amount of Rs.23,00,000/-, the alleged arrangement for its reinvestment and her contemporaneous conduct in asserting the claim through the Legal Notice dated 28.01.2014 and institution of the Suit, soon thereafter, to claim a share in the suit property.



Submissions heard and record perused.

42. At the outset, it is not in dispute that Brahmpuri Property stood in the name of Smt. Shakuntala Devi, wife of Defendant No.1/Sh. Ram Babu Verma. Upon her intestate demise on 20.08.2008, the said property devolved upon her five Class-I legal heirs, namely, Defendant No.1/Sh. Ram Babu Verma, the husband and the children namely, Sh. Subhash Chand Verma, Smt. Sunita Verma; Plaintiff/Smt. Shashi Verma, and Defendant No.2/Smt. Anita.

43. It is further admitted that the Plaintiff, Defendant No.1 and Defendant No.2 relinquished their respective shares in the Brahmpuri Property, in favour of their brother, Sh. Subhash Chand Verma vide Relinquishment Deed dated 07.01.2014, Mark X-1. It is also not in dispute that a sum of Rs.23,00,000/- was paid by Sh. Subhash Chand Verma in relation to the shares so relinquished.

44. The first thing which emerges is that admittedly, Relinquishment Deed dated 07.01.2014, Mark X-1, which admittedly bears the signatures of the Plaintiff and has never been challenged by her.

45. Secondly, Defendant No.1, deposed that the respective share of ₹7,66,700/- in the sale consideration, had been given to the Plaintiff. It cannot be overlooked that the sale of the property happened in 2014. Since then, **no steps** have been taken by the Plaintiff to either claim her alleged share in the sale proceeds or to challenge the Relinquishment Deed.

46. Furthermore, **PW-1** had admitted in her cross-examination that at the time of execution of the Relinquishment Deed, Manoj Kumar Verma, Smt. Anita, Shri Subhash Chand Verma, Shri Ram Babu Verma, and Mukesh



Kumar Verma were present, and that the cash was counted by Shri Rajan Verma. However, **none of these persons** have been examined by the Plaintiff, to corroborate her testimony that she was not got her part of the share consideration.

47. It is further the case of the Petitioner that the suit property had been purchased by utilizing the consideration realized from the sale of the Brahmpuri property. However, there is **not an iota of evidence** led by the Plaintiff to prove that the ₹23,00,000 was retained by the Defendants or that part of the sale consideration of the Brahmpuri property, had been utilized for the purchase of the suit property.

48. Aside from these assertions, ***no cogent documentary or other evidence has been produced*** to show that it was the sale consideration of ₹23,00,000 formed a part of the money given for the purchase of the suit property by the defendant.

49. **Learned District Judge has rightly held** that the Plaintiff has firstly **not been able to prove** that she had not received her share of the sale consideration of the Brahmpuri property, and that any part of joint family property had been utilized for the purchase of the suit property in Shahdara.

50. It has been rightly held that the Plaintiff, having executed a Relinquishment Deed in respect of her share in the Brahmpuri property, had no right, title, or interest in the sale consideration, and that there was no evidence to show that the suit property had been purchased from a corpus which had a joint family status.

51. The suit of the Plaintiff for Declaration, Partition, Possession, and Injunction has been rightly dismissed, by the Learned District Judge.



52. There is no merit in the present Appeal, which is hereby, dismissed.

(NEENA BANSAL KRISHNA)
JUDGE

SEPTEMBER 28, 2026/R