

Kela Devi vs Anil Kumar Jain & Ors. on 23 October, 2024

Author: Manmeet Pritam Singh Arora

Bench: Manmeet Pritam Singh Arora

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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: 26th
Date of Decision: 23rd 0

+ CS(OS) 74/2022 & I.As. 2168/2022, 5129/2022, 5130/2022, 1816

KELA DEVI

Through: Mr. Peeyoosh Kalra, Mr. Roha
Kapoor and Mr. Yashwant S. B
Advocates with Mr. Vipin Kum
grandson of the plaintiff

versus

ANIL KUMAR JAIN & ORS.

.....Defend

Through: Mr. Rakesh Saini, Adv. for D-1 to 4
Mr. Anil Sharma, Mr. Arpit Sharma, Mr
Shankar and Mr. Chetan Sharma,
Advocates for D-5
Mr. V. K. Garg, Sr. Advocate with Mr.
Kunal Bahri, Mr. K. S. Rekhi, Mr. Par
Garg and Mr. Pawas Kulshrestha,
Advocates for D-6
Mr. Nitin Jain, father of D-7 in pers

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CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

JUDGMENT

MANMEET PRITAM SINGH ARORA, J:

CS(OS) 74/2022 & I.As. 2168/2022, 5129/2022, 5130/2022, 18161/2023

1. The present suit has been filed by the Plaintiff, thereby seeking a decree of possession in her favour and for directing defendant nos. 1 to 8 to hand over the peaceful and vacant possession of the suit property i.e., Plot measuring 1250 sq. yards situated in Khasra no. 233, Village Seelampur, Delhi ('the subject property') as shown in the site plan annexed with the plaint.

2. The plaintiff has also sought a declaration that the sale deed dated 14.09.2021 executed by defendant nos. 1 to 4 in favour of defendant nos. 7 and 8 are not binding on the plaintiff and the same do not affect the rights of the plaintiff in the subject property.

3. The plaintiff has also sought a money decree in her favour directing the defendants to jointly and severally pay mesne profits at Rs. 2.4 lakhs per month with interest w.e.f. 01.12.2021 till the actual and physical possession of the suit property is handed over.

4. It is stated in the plaint that the subject property is an ancestral property and was earlier owned by Sh. Bharta and after his death, the ownership rights of late Sh. Bharta qua the subject property devolved upon his son, late Sh.

Mahipal Singh, the husband of the plaintiff. It is stated that after the demise of Sh. Mahipal Singh on 14.11.2002, all his remaining legal heirs executed a registered relinquishment deed dated 18.04.2019 in favour of the plaintiff herein. Accordingly, the plaintiff became the sole and absolute owner of the subject property w.e.f. 18.04.2019.

4.1. It is stated that Sh. Bharta being the owner of other properties in Khasra nos. 233 and 248, Village Seelampur, Delhi had sold certain part of lands in Khasra Nos. 233 and 248 to Sh. Vikram Sain Jain, father of defendant nos. 1 and 2. It is stated that defendant nos. 1 and 2, who were under the possession of their property situated in Khasra no. 248, kept certain goods in the halls constructed on the subject property. It is averred that defendant nos. 1 and 2 have (wrongfully) managed to get an electricity connection installed in the subject property and have encroached upon the subject property. 4.2. It is stated that the defendants are claiming their ownership on the subject property on the basis of title documents which pertain to a different land/property [which was sold by her father-in-law, late Sh. Bharta]. It is stated that the said title documents do not pertain to the subject property. 4.3. It is the case of the plaintiff that defendant nos. 1 to 4 have sold their 55% share in the property situated in Khasra no. 248, Seelampur, Delhi to defendant nos. 7 and 8 by virtue of two (2) sale deeds dated 14.09.2021 and based on the said sale deeds, the defendants are asserting their ownership rights in the subject property.

4.4. It is the case of the plaintiff that she is the owner of the subject property; however, the defendants are in illegal and unlawful possession of the subject property. Aggrieved by these facts and circumstances, the plaintiff has filed the present suit.

4.5. In the plaint, the plaintiff has relied upon a relinquishment deed dated 18.04.2019 executed by the legal heirs of late Sh. Mahipal Singh in her favour to assert that she is the sole owner of the subject property located in Khasra no. 233, Seelampur, Delhi ('Khasra no. 233'). The plaintiff derives her title from late Sh. Bharta, whose name is recorded in the revenue entries for Khasra no.

4.6. During the proceedings, this Court passed an ex-parte interim order dated 08.02.2022, whereby the parties to the suit were restrained from creating any third-party rights in the subject property.

4.7. Subsequently, defendant nos. 7 and 8 filed I.A. No. 5129/2022 under Order XXXIX Rule 4 of the Code of Civil Procedure, 1908 ('CPC'), thereby seeking vacation of interim order dated 08.02.2022 and I.A. No. 5130/2022 under Order VII Rule 11 of CPC, thereby seeking dismissal of the plaint. Arguments on behalf of defendant nos. 1 to 4

5. Mr. Rakesh Saini, learned counsel for defendant nos. 1 to 4 stated that the defendants are not in possession of any portion of land falling in Khasra no.

233. He stated that the plaintiff has filed a site plan with the plaint, which does not identify the boundaries of the subject property. He stated that the averments made in the plaint are mischievously vague; and the attempt of the plaintiff under the garb of this plaint is to claim rights on the parcel of land, which is owned and possessed by the defendant nos. 1 to 4, 7 and 8. He stated that in the absence of the boundaries, the subject property is incapable of identification and, therefore, the plaint fails to satisfy the mandatory provision of Order VII Rule 3 of CPC. He stated that the mischief of the plaintiff is apparent on a comparison of the boundaries of the subject property as set out in the site plan filed before this Court, which does not match with the boundaries set out in the relinquishment deed dated 18.04.2019 relied upon by the plaintiff to claim her ownership right and to maintain this suit. He stated that the claim in the plaint is false.

5.1. He stated that the land bearing municipal no. X/3470, Shanti Mohalla, Raghubar Pura No.2, Gandhi Nagar, Delhi - 110031 measuring 1175 sq. yards ('property no. X/3470 falling in Khasra no. 248'), which is under the possession of the defendants falls in Khasra no. 248, Seelampur Village, Delhi ('Khasra no. 248'). He stated that this land parcel in Khasra no. 248 was sold to the father of defendant nos. 1 and 2 in 1961 by the predecessor of the plaintiff-late Sh. Bharta. He stated the land parcel was sold by late Sh. Bharta vide a registered sale deed dated 12.06.1961 to late Sh. Vikram Sain Jain i.e., the father of the defendant nos. 1, 2, 5 and 6. He stated that thereafter, construction was carried out in the said parcel of land purchased by late Sh. Vikram Sain Jain. He stated that all the utilities including electricity meters in this built-up property stand in the name of defendant no. 1 since 1990 [earlier the electricity connection was in the name of late Sh. Adishwar Jain¹, who is the other son of late Sh. Vikram Sain Jain]. He stated that no part of this land parcel falls in Khasra no. 233.

5.2. He stated that vide two (2) separate sale deeds dated 14.09.2021, defendant nos. 1 to 4 have sold their 55% undivided share in the Khasra no. 248 property to defendant nos. 7 and 8 herein. He stated that defendant nos. 7 and 8 are in possession of the Khasra no. 248 property to the extent of their 55% undivided share in the said property.

5.3. He stated that the fact that late Sh. Bharta had sold the land parcel owned by him in Khasra no. 248 to late Sh. Vikram Sain Jain, i.e., the father of defendant nos. 1 and 2 and this fact of transfer/sale is duly recorded in the Khasra Girdawari filed by the plaintiff herself with the plaint. He states that late Sh. Bharta had sold land admeasuring 1 Bigha and 3 Biswa in Khasra no. 248 to late Sh. Vikram Sain Jain, which admeasures 1175 sq. yards. He stated that this land in Khasra no. 248 was duly mutated in the name of late Sh. Vikram Sain Jain on 02.05.1962 in pursuance of the sale deed dated 12.06.1961. In this regard, he relied upon the entries in the revenue record

maintained by the revenue authorities. He stated that the sale of the land parcel in Khasra no. 248 in favour of late Sh. Vikram Sain Jain is admitted in the plaint. He stated that the present suit is without any cause of action against defendant nos. 1 to 4 and 7 to 8, as they are not in possession of any portion of the land falling in Khasra no. 233.

Father of defendant nos. 3 and 4 5.4. He stated that in fact even with respect to land in Khasra no. 233, late Sh. Bharta during his life time sold this land by seven (7) separate sale deeds to different persons and this material fact has been suppressed in the plaint. He stated that, therefore, the claim of the plaintiff that late Sh. Bharta owned any land in Khasra no. 233 at the time of his death, which devolved upon late Sh. Mahipal Singh is false and incorrect.

5.5. He stated that prior to filing this suit, the plaintiff's grandson Mr. Vipin Kumar had filed a suit for injunction in the Karkardooma District Court, New Delhi against defendant nos. 1 and 2, which was withdrawn after he learnt about the execution of sale deeds dated 14.09.2021 in favour of defendant nos. 7 and 8.

Arguments on behalf of defendant no. 6

6. Mr. V.K. Garg, learned senior counsel appeared for defendant no. 6 stated that defendant no. 6 is the daughter of late Sh. Vikram Sain Jain. He stated that the allegations of dispossession from the subject property have been made qua defendant nos. 1 and 2 in the plaint at paragraph 7. He stated that therefore, the present suit seeking possession and mesne profits from defendant no. 6 is without any cause of action. He stated that defendant no. 6 is not in possession of any portion of the land forming part of Khasra no. 233. 6.1. He stated that defendant no. 6 supports the contentions of defendant nos. 1 to 4 in the present suit as regard the non-maintainability of this suit of the plaintiff. He stated that however, with respect to the land forming part of Khasra no. 248, which was purchased by late Sh. Vikram Sain Jain there is a separate suit pending inter-se the Class-I legal heirs of late Sh. Vikram Sain Jain qua the land situated in Khasra no. 248.

6.2. He stated that the site plan filed with the plaint fails to identify the subject property in respect whereof the relief of possession is sought. He states the inaccuracy of the site plan has already been highlighted by the learned counsel for defendant nos. 1 to 4; he stated that however, it is abundantly clear from this site plan that no relief is sought by the plaintiff with respect to land falling in Khasra no. 248.

Arguments on behalf of defendant no. 5 and defendant nos. 7 - 8

7. Mr. Anil Sharma, learned counsel for defendant no. 5 adopted the submissions of defendant nos. 1 to 4 and 6. He stated that defendant no. 5 is the daughter of late Sh. Vikram Sain Jain and is not in possession of any part of the subject property. He stated that the present suit fails to disclose any cause of action against defendant no. 5. He stated that defendant no. 5 as well has inter-se claims against the Class-I legal heirs of late Sh. Vikram Sain Jain qua distinct land forming part of Khasra no. 248; however, the same has no concern with the said Plot, which is the subject matter of the present suit.

8. Mr. Nitin Jain, the father of defendant no. 7, who appeared in person stated that the sale deeds executed by late Sh. Bharta (predecessor of the plaintiff) in favour of third parties with respect to Khasra no. 233 have been placed on record. He stated that defendant nos. 7 and 8 has filed an application I.A. No. 5130/2022 under Order VII Rule 11 of CPC for rejection of the plaint. Arguments on behalf of the plaintiff

9. Mr. Peeyoosh Kalra, learned counsel for the plaintiff stated that there is no dispute that land owned by late Sh. Bharta in Khasra no. 248 admeasuring 1 Bigha and 3 Biswa was sold to late Sh. Vikram Sain Jain [father of defendant nos. 1-2 and 5-6] in the year 1961.

9.1. He stated that the plaintiff also admits the validity and genuineness of the seven (7) sale deeds pertaining to sale of land parcels in Khasra no. 233 by late Sh. Bharta to different individuals between 1961-1968, filed by defendant nos. 7 and 8 on record with I.A. No. 5130/2022.

9.2. He stated that the sum total of the land sold under these sale deeds for land falling in Khasra No. 233 is 1028.50 sq. yards. He stated that the execution of the aforesaid sale deeds was not within the knowledge of the plaintiff at the time of the filing of the plaint and after learning about these sale deeds in these proceedings, the plaintiff has admitted their existence. He relied upon the admission made by the plaintiff in her reply filed to I.A. No. 5129/2022. 9.3. He stated that, however, it is the case of the plaintiff that late Sh. Bharta was owner of 1 Bigha and 4 Biswa in Khasra no. 233. He stated that 1 Bigha and 4 Biswa is equal to 3630 sq. yards of land. He stated that the Khasra No. 233 is governed by Punjab Land Reforms Act, 1972 ('PLR Act of 1972') and the measure of Bigha and Biswa is as per the said Act of 1972. 9.4. He stated that late Sh. Bharta sold 1028.50 sq. yards of land in Khasra no. 233 by way of the aforesaid seven (7) sale deeds, 1351.5 sq. yards was left for right of way and, therefore, the remaining land admeasuring 1250 sq. yards in Khasra no. 233 continued to be owned by late Sh. Bharta at the time of his death and accordingly, the present suit has been filed for recovery of possession of the remaining land admeasuring 1250 sq. yards falling in Khasra no. 233. He stated that all these facts have been set out in reply to I.A. No. 5129/2022. 9.5. He stated that the plaintiff does not have any document evidencing her possession or the possession of late Sh. Mahipal Singh in the subject property except the Khasra Girdawari. He stated that though there is a super-structure standing on this land but the plaintiff does not have any utility bills, which records, the name of the plaintiff or her predecessor-in-interest. He stated that the plaintiff does not have in her possession any document to prove that she was in physical possession of the subject property at any point of time. 9.6. He stated that plaintiff has not filed on record any demarcation report qua the 1250 sq. yards of land falling in Khasra no. 233 for which the present suit has been filed. He stated that the plaintiff does not have any demarcation report in her possession.

9.7. He stated that he is being instructed by Mr. Vipin Kumar [the grandson of the plaintiff who is 39 years old] in the present suit and Mr. Vipin Kumar is present in Court. He stated that late Sh. Mahipal Singh is survived by his two sons, legal heirs of two deceased sons and grandchildren. He stated that that suit has been filed by late Sh. Mahipal Singh's wife i.e., the plaintiff herein, who is 83 years old and is illiterate.

9.8. With respect to the vagueness in the boundaries of the site plan filed with the plaint, the learned counsel for the plaintiff states, on instruction, from Mr. Vipin Kumar that the plaintiff is not aware about the address of the properties abutting the subject property. He stated that the plaintiff along with her family and Mr. Vipin Kumar resides at the address mentioned in the memo of parties at Village Seelampur, New Delhi. He stated that Mr. Vipin Kumar is unable to clarify the Khasra number in which the said residential address is located as the municipal number was allocated subsequently.

Defendant's response to the plaintiff's arguments

10. In response to the plaintiff's contention of applicability of PLR Act of 1972, the learned counsel for defendant nos. 1 and 4 have stated that this is a factually incorrect statement. He stated that the subject property falls in Village Seelampur, Delhi which is governed by Delhi Land Reforms Act, 1954 ('DLR Act, 1954') and as per the DLR Act, 1 Bigha equals to 1008.33 sq. yards and 1 Biswa equals to 50.48 sq. yards. He stated that therefore, late Sh. Bharta owned land equal to 1210.25 sq. yards in Khasra no. 233, which was sold by him in 1961-68 by seven (7) sale deeds.

11. Learned counsel for defendant no. 6 relied upon the judgment of the Supreme Court of India in Uttar Pradesh Avas Evam Vikas Parishad v. Sheo Narain Kushwaha and Others² to state that the said judgment records that the measure of 1 Bigha, in Delhi and Punjab equals to 1008 sq. yards and, therefore, the contentions of the plaintiff now raised in I.A. No. 5129/2022 is misleading.

Findings and Analysis

12. This Court has heard the learned counsel for the parties and perused the record.

13. The plaintiff has filed the present suit for recovery of possession of the subject property and mesne profits at Rs. 2,40,000/- per month w.e.f. 01.12.2021 from all the defendants. In addition, the plaintiff has sought a declaration that the sale deeds dated 14.09.2021 executed by defendant nos. 1 to 4 in favour of defendant nos. 7 and 8 do not affect the rights of the plaintiff in the subject property.

14. The plaintiff has filed the present suit claiming herself to be the absolute owner of the subject property vide relinquishment deed dated 18.04.2019 executed in her favour by the legal heirs of late Sh. Bharta, her predecessor in interest.

Non-compliance with Order VII Rule 3 of CPC is deliberate, mischievous and fatal to this case

15. In the plaint, at paragraph '2' and at prayer clause 'A', the plaintiff has given the description of the subject property as under: -

(2011) 6 SCC 456 [para 15] Paragraph 2 of the plaint read as under: -

"2. The plaintiff is the owner of plot measuring 1250 sq. Yards (or 1045 m²) situated in Khasra No. 233, Village Seelampur, Delhi, (hereinafter referred as the 'suit property'). The suit property is more specifically shown in Red colour in the site plan annexed with the plaint. That the suit property is largely vacant and consists of three halls and a small room on the ground floor and portion measuring around 1000 square yards is vacant. These rooms are of old construction and are lying in a dilapidated state."

Prayer clause 'A' of the plaint read as under: -

"A. Pass a decree of possession in favour of the plaintiff thereby directing the defendants to handover the peaceful and vacant possession of the suit property i.e. plot measuring 1250 sq. yards situated in Khasra No. 233, Village Seelampur, Delhi, as shown in Red colour in the site plan annexed with the plaint, to the plaintiff and"

(Emphasis Supplied)

16. The subject property is alleged to be located in Village Seelampur, Delhi. The said Village was urbanised vide two notifications dated 07.01.1960 and 28.05.1966 issued by Municipal Corporation of Delhi in exercise of its powers under Section 507-A of the Delhi Municipal Corporation Act, 1957 and municipal numbers have been assigned to all the properties. However, in the plaint, the plaintiff has not disclosed the municipal number of the subject property, and instead the description of the subject property as mentioned in paragraph '2' and prayer clause 'A' of the plaint only refers to Khasra no. 233, Village Seelampur, Delhi and no more.

17. The non-mention of the municipal number of the subject property is conspicuous by its absence. The plaintiff admits at paragraph '7' that defendant nos. 1 and 2 are owners in possession of the said property bearing municipal no. X/3470, Shanti Mohalla, Raghubar Pura no. 2, Gandhi Nagar, Delhi falling in Khasra no. 248 ('property no. X/3470 falling in Khasra no. 248'). As per the plaintiff defendant no. 1 and 2's property is located in the same neighbourhood and is allegedly 100 feet away from the subject property. The para 7 in the plaint reads as under: -

"7. That in or around the year 2016, taking advantage of the situation, the defendants no.1 and 2, who are sons of Sh. Vikram Sain Jain and were in possession of a part of the property X/3470, Shanti Mohalla, Raghubar Pura No.2, Gandhi Nagar, Delhi - 110031 (comprised in Khasra No. 248), which was hardly 100 ft. from the suit property, started storing certain goods in the halls constructed on the suit property without knowledge of the plaintiff but at the instance of and in collusion with one of the grandsons of the plaintiff."

(Emphasis Supplied)

18. The existence of the municipal numbers for each plot in village Seelampur, Delhi is also evident from the memo of parties, wherein the plaintiff has furnished her personal address details and since

she is also a resident of village Seelampur, Delhi; she has duly mentioned the municipal number of her residential property. The details furnished by the plaintiff as her address in the memo of parties are as under: -

"KELA DEVI W/o Late Sh. Mahipal Singh Seelampur Village, Gandhi Nagar New Delhi - 110032"

(Emphasis Supplied)

19. In the facts of the present case it is thus, evident that since the area of village Seelampur stood urbanised in 1960 and 1966, therefore, all plots situated therein have been assigned a municipal number. The plaintiff however, has failed to plead the survey number/municipal number for the identification of the subject plot. The provision of Order VII Rule 3 of CPC reads as under: -

"3. Where the subject-matter of the suit is immovable property--Where the subject-matter of the suit is immovable property, the plaint shall contain a description of the property sufficient to identify it, and, in case such property can be identified by boundaries or numbers in a record of settlement or survey, the plaint shall specify such boundaries or numbers."

20. Order VII Rule 3 of CPC mandates that the plaint shall specify the number of the immovable property, as it appears in the record of the survey. The plaintiff has however, withheld the municipal number as discussed hereinabove. The non-mention of the municipal number of the subject property in the plaint is not innocuous and, is in fact mischievous and deliberate.

21. The plaintiff by way of the present suit is seeking to effectively claim rights in defendants' property no. X/3470 falling in Khasra no. 248. Disparity in the details qua the subject property and non-existence of the subject property

22. In addition to the omission of the municipal number of the subject property in the plaint, the site plan of the subject property filed by the plaintiff along with the paper-book, is excessively vague; making it impossible to identify the subject property. The details of the boundaries of the subject property as provided in the said site plan are as follows: -

East: Gali West: Gali/Other's Property North: Other's Property South: Other's Property

23. The reference in the site plan to the boundaries on West, North and South as 'Other's Property' is ex-facie mischievous and misleading. Since all the properties in this area of Village Seelampur, Delhi have a municipal number, the plaintiff was bound down under Order VII Rule 3 of CPC to disclose the municipal numbers of the alleged 'Other's Property' located on West, North and South of the subject property; as it would have assisted the Court in verifying the identification of the subject property. The non-identification of the 'Other's Property' in the site plan is to create an illusory cause of action in the present plaint. In these facts, it is apparent that by filing the plaint, the

plaintiff seeks to stake a false claim on the immovable property, which is admittedly owned by the defendants i.e., property no. X/3470 falling in Khasra no. 248.

24. The falsity of the boundaries pleaded in the afore-referred site plan filed with the plaint is also evident on a comparison with the contents of the registered relinquishment deed dated 18.04.2019 relied upon by the plaintiff to claim title in the subject property in the plaint. In the said relinquishment deed the boundaries of the subject property have been set out as under:

East: Property of others West: Property of others North: Gali South: Property of others

25. A comparison of the boundaries of the subject property as set out in the plaint with the boundaries set out in the relinquishment deed filed by the plaintiff leads to the following conclusions. Firstly, the boundaries mentioned in the site plan annexed with the plaint and the boundaries mentioned in the said relinquishment deed for North and East side do not match at all. With respect to the boundary at West also there is a mismatch. Secondly, even in the relinquishment deed, the municipal numbers of the 'other's properties' alleged to exist on the West, East and South boundaries have not been identified.

26. The learned counsel for the plaintiff even during the course of arguments after seeking instructions from Mr. Vipin Kumar, the grandson of the plaintiff, who was present in Court was unable to identify the municipal numbers of properties existing on the boundaries of the subject property. The inability of the plaintiff to identify the other's property abutting the subject property, evidences that the subject property purportedly falling in Khasra No. 233 does not physically exist at the location.

27. It is pertinent to note that Section 21 of the Registration Act, 1908 ('Act of 1908') mandates that a non-testamentary document with respect to an immovable property cannot be accepted for registration, in case the description of such property for the purpose of identification of such property is not mentioned in the said document. Section 21 of the Act of 1908 reads as under: -

"21. Description of property and maps or plans. -- (1) No non-testamentary document relating to immovable property shall be accepted for registration unless it contains a description of such property sufficient to identify the same.

(2) Houses in towns shall be described as situate on the north or other side of the street or road (which should be specified) to which they front, and by their existing and former occupancies, and by their numbers if the houses in such street or road are numbered.

(3) Other houses and lands shall be described by their name, if any, and as being in the territorial division in which they are situate, and by their superficial contents, the roads and other properties on which they abut, and their existing occupancies, and also, whenever it is practicable, by reference to a Government map or survey.

(4) No non-testamentary document containing a map or plan of any property comprised therein shall be accepted for registration unless it is accompanied by a true copy of the map or plan, or, in case such property is situate in several districts, by such number of true copies of the map or plan as are equal to the number of such districts."

(Emphasis Supplied)

28. Similarly, the Guidelines 3 issued by the Department of Revenue, Government of NCT of Delhi vide circular dated 12.11.2014 provides that if an instrument pertains to an immovable property, the Sub-Registrar must ensure Guidelines issued under Section 69 of Indian Registration Act for compliance by all Sub-Registrar Offices;

strict compliance that the said property is clearly identified within the instrument and the site plan is annexed to identify the property. The relevant paragraphs of the guidelines read as under: -

"(2) PRESENTATION OF DOCUMENT:

The Sub-Registrar shall ensure strict compliance of the parameters necessary for the presentation of the document viz.

...

(h) If the subject matter of the instrument is immovable property, such property has been properly identified in the instrument and the site plan is annexed to identify the property.

...

(8) EXTENT OF ENQUIRY AS REGARD TITLE:

(i) Under the Indian Registration Act, no power has been conferred upon the registering authority to examine and enquire into the title of the property. The Sub-Registrar is not entitled to probe-in to the title as mentioned in the instrument in as much as it is for the parties to examine, ensure and verify the true character and title of the property as subject matter of the instrument. The Sub-Registrar is to ensure only that the executant or duly authorized person, admit the execution of the instrument and if the subject matter of the instrument is immovable property, such property has been properly identified in the instrument and is necessary the site plan is appended or annexed separately to identify the immovable property."

(Emphasis Supplied)

29. A perusal of the relinquishment deed dated 18.04.2019 shows that it lacks any description of the subject property as well as details about the properties adjacent to it, making it impossible to locate the said property physically at site. In the facts of this case having perused the relinquishment deed and the pleadings, this Court is of the considered opinion that the concerned Sub-Registrar while registering the relinquishment deed has failed to available at <http://it.delhigovt.nic.in/writereaddata/Cir20185159.pdf> comply with the essential requirements of Section 21 of the Act of 1908 and the applicable Guidelines. The relinquishment deed lacked material particulars and could not have been register in its existing form.

30. In the absence of the existence of the subject immovable property and the plaintiff's inability to identify the property, the present suit for recovery of possession has been filed without any cause of action.

Property No. X/3470 falling in Khasra no. 248 is admittedly distinct and was sold by the predecessor of the plaintiff to the predecessor of the defendants

31. Defendants have asserted that they are in possession of the property no. X/3470 falling in Khasra no. 248, which admeasures 1175 sq. yds. and this property was owned by late Sh. Vikram Sain Jain (the father of defendant nos. 1, 2, 5-6 and the grandfather of defendant nos. 3-4). Defendants have asserted that plaintiff's predecessor-in-interest; late Sh. Bharta had sold the said property to late Sh. Vikram Sain Jain in the year, 1961 by a registered sale deed and the said property falls in Khasra No. 248, Village Seelampur, Delhi.

32. Plaintiff admits that the land owned by late Sh. Bharta, falling in Khasra No. 248, was sold to late Sh. Vikram Sain Jain. Thus, the ownership of defendant nos. 1 to 6's predecessor in interest in the said property falling in Khasra No. 248 is admitted by the plaintiff.

33. Defendants Nos. 1 to 4 have asserted that the sale deeds executed by them on 14.09.2021 in favour of defendant nos. 7 and 8 with respect to the property no. X/3470 falling in Khasra no. 248 are legal and valid.

34. Defendants have asserted that the subject property for which the plaintiff has filed the present suit does not exist and defendants are not in possession of any part of land falling in Khasra No. 233.

Late Sh. Bharta had sold the land owned by him in Khasra No. 233 to third parties in 1961-1968

35. Defendant nos. 7 and 8 have further placed on record seven (7) sale deeds executed by late Sh. Bharta in favour of third-parties in the years, 1961-1968 transferring the land owned by him in Khasra No. 233. Defendant nos. 7 and 8 have contended that they could only trace out seven (7) sale deeds and there may exist more. Defendant nos. 7 and 8 contended that with the execution of the said sale deeds, late Sh. Bharta had divested his right, title and interest in land owned by him in Khasra No. 233.

36. Plaintiff has duly admitted the existence and validity of the aforesaid seven (7) sale deeds and stated that she was not aware about the same at the time of filing of the present plaint; and therefore, the same were not pleaded. Plaintiff has stated in reply to I.A. No. 5129/2022 that with the execution of the said sale deeds late Sh. Bharta had transferred 1028.50 sq. yds. owned by him in Khasra No. 233 in favour of third-parties.

37. In the plaint, plaintiff had relied upon the Khasra Girdawari in support of her claim of ownership of the subject property. The revenue record notes that late Sh. Bharta was the owner of land measuring 1 Bigha 4 Biswa in Khasra No. 233.

In Delhi, the measure of 1 Bigha is 1008 sq. yds. and 1 Biswa is 50 sq. yds. Therefore, as per the Khasra Girdawari, late Sh. Bharta owned 1208 sq. yds. in Khasra No. 233. However, after accounting for the aforesaid admitted seven (7) sale deeds, it is evident that late Sh. Bharta was not left with any right, title equalling to 1250 sq. yds. in Khasra No. 233 as has been sought to be alleged in this plaint.

38. However, the plaintiff upon being confronted with the aforesaid seven (7) sale deeds did not gracefully withdraw the plaint and instead pulled a rabbit out of its hat and contended that for the land falling in Khasra No. 233, Village Seelampur the measure of 1 Bigha is 3025 sq. yds. and the measure for 1 Biswa is 150 sq. yds. And on this basis, the plaintiff set out a completely new explanation in its reply filed to I.A. No. 5129/2022 for maintaining and pursuing the claim in the present suit. The relevant portion of the reply reads as under:

".....In reply it is submitted that the total area of Khasra No.233 was 1 Bigha and 4 Biswas i.e. 3630 sq. yds. Out of which an area admeasuring 1028.50 Square Yards, by way of seven sale deeds, was sold through plotting by the erstwhile owner i.e. father-in-law of the Plaintiff, and some area was left for the purposes of way to the said plots sold admeasuring 1351.50 square yards and the remaining area admeasuring 1250 square yards remained with the father in law of the Plaintiff and was in the possession of the Plaintiff. The aforesaid details are summarised as under:

Total Area of Khasra no.233 = 1 Bigha and 4 Biswas = 3630 sq.yds.

Area sold by 7 sale deeds = 1028.50 sq. yds. Area left for right of way = 1351.5 sq.yds. Area unsold with Plaintiff = 1250.0 sq.yds. Further the details of area admeasuring 1028.50 sq. yds executed/sold to others by Late Sh. Bharta i.e. the father-in-law of the Plaintiff and the admitted erstwhile owner of the property in Khasra no. 233 are as under:

....."

(Emphasis Supplied)

39. The plaintiff contended that the measure of 1 Bigha as 3025 sq. yds. and measure of 1 Biswa as 150 sq. yds. is applicable on the subject property, as Khasra No. 233 was governed by the PLR Act and this was the measure applicable under the said Act.

40. In contrast, the defendant has placed before this Court, the Judgment of the Supreme Court in Uttar Pradesh Avas Evam Vikas Parishad (supra), wherein the Supreme Court has taken the judicial notice of the measure of Bigha in Delhi and Punjab, which reads as under:

"15. We may refer to another unconnected but relevant aspect relating to the use of locally prevalent units of measurement. A "Bigha" as a unit of measurement varies in extent in different parts of India. The Advanced Law Lexicon by P. Ramanatha Aiyar (3rd Edn., Vol. 1, p. 528) states that in upper India, one Bigha refers to 3025 sq yd of land, whereas in Bengal, it is equal to 1600 sq yd. We are informed, in Delhi and Punjab, a Bigha equals 1008 sq yd. The Reference Court states that a Bigha is equal to 2250 sq yd. In public documents, deeds of conveyance and judicial orders, it is advisable to use units of measurement which have the same meaning in all parts of the country. For example, the term "gunta" is prevalently used to refer to one-fortieth of an acre in Maharashtra, Karnataka and Andhra Pradesh. But the word refers to the same extent of measurement in all the States. On the other hand, a word like "Bigha", describing a unit of measurement which refers to different extents in different States, or different parts of the same State, should be avoided. Description by standard units of measurement will be the solution. Be that as it may."

(Emphasis Supplied)

41. The measure of land adopted by the Revenue Authorities of GNCTD with respect to Bigha and Biswa units has been published on the website of South Delhi District, Delhi [which is available at <https://dmsouth.delhi.gov.in/services-offered/>] and therein, the specification for the measurement of land records that 1 Bigha is 1008 sq. yds. and 1 Biswa is 50 sq. yds.

42. At this juncture, it would be apposite to refer to contents of a few sale deeds executed by late Sh. Bharta in favour of third-parties in the years, 1961-1968, placed on record by defendant nos. 7 and 8. By virtue of these sale deeds, the land owned by late Sh. Bharta in Khasra No. 233, Village Seelampur, Delhi was transferred to third-parties. In the sale deed dated 08.02.1965, it is recorded that Sh. Bharta sold land measuring 2½ Biswa (area 131½ sq. yds.) in Khasra No. 233 to Smt. Darshna Kumari. In the sale deed dated 09.04.1965, it is recorded that Sh. Bharta sold land measuring 2 Biswa (area 110 sq. yds.) in Khasra No. 233 to Sh. Dalvir Singh. The sale deeds as noted above are admitted by the plaintiff. A perusal of the sale deeds shows that the measure of Biswa adopted by late Sh. Bharta in the sale deed is 1 Biswa equals to 50 sq. yards. This is the measure applicable to agricultural land in Delhi. Thus, late Sh. Bharta, who as per the revenue record was owner of land measuring 1 Bigha 4 Biswa in Khasra no. 233, was thus owner of 1208 sq. yards only.

43. The plaintiff's contention that the measure of 1 Bigha is 3025 sq. yards and 1 Biswa is 150 sq. yards for Khasra no. 233 is patently false and the present suit has been filed on a false premise. In

this factual matrix, this Court is satisfied that the stand taken by the plaintiff in her reply to I.A. 5129/2022 to justify her claim for the subject property is false without any basis.

44. This Court finds no merit in the submission of the plaintiff that the area owned by late Sh. Bharta in Khasra No. 233 ad-measuring 1 Bigha 4 Biswa equals to 3630 sq. yds. The entire case set up in the reply to I.A. 5129/202 is an afterthought and is also not borne out from the plaint.

45. Notwithstanding the above, significantly the plaintiff has been unable to satisfy this Court with respect to the physical existence of the subject property at the location in respect whereof the present suit has been filed. The wilful omission to mention the municipal number of the subject property and municipal numbers of the adjoining properties leads to the inescapable conclusion that no such subject property exists at the site and the attempt is to stake a claim on the property of defendant nos. 1 and 2 falling in Khasra No. Validity and genuineness of the Sale deeds dated 14.09.2021

46. In the plaint, the plaintiff has alleged at paragraph 7 that defendant nos. 1-2 trespassed in the subject property in the year, 2016 and have failed to vacate the subject property despite several request. Thereafter, at paragraph 11, the plaintiff has pleaded that defendant obtained an electricity connection in the subject property in the year, 2016-17. During arguments, learned counsel for the plaintiff conceded that plaintiff does not have in possession any documents evidencing actual physical possession of the plaintiff or her predecessor in the subject property, whether by way of utility bills or any other bills.

47. The defendants contend that the defendants are not in possession of any property falling in Khasra No. 233. The defendants contend that they are in possession of the property no. X/3470 falling in Khasra no. 248. The defendants state that the plaintiff is trying to make a wrongful claim on defendant's property falling in Khasra No. 248. The defendants to substantiate their possession of this property have placed on record electricity bills dating back to 1990. The said electricity bills are admitted by the plaintiff.

48. This Court is satisfied that defendant nos. 1 to 4 were in possession of the property no. X/3470 falling in Khasra no. 248 and have sold their 55% share in the said land to defendant nos. 7 and 8. The plaintiff, therefore, has no cause of action for maintaining a challenge to the sale deeds dated 14.09.2021

49. In view of the aforementioned reasons, this Court deem it fit to conclude the following:

49.1. The non-compliance with Order VII Rule 3 of CPC by not providing the description of the subject property was deliberate and with an intention to create an illusory cause of action in the present plaint.

49.2. The disparity in the details of the subject property as mentioned in the site plan and the relinquishment deed filed with the plaint evidences that the subject property is fictitious and does not physically exist at the alleged location in Khasra no. 233.

49.3. The plaintiff has failed to substantiate the existence of the subject property in Khasra No. 233 or the occupation of the subject property by defendant nos. 1 to 6 or defendant nos. 7-8.

49.4. Property No. X/3470 falling in Khasra no. 248 is admittedly a distinct property owned by defendants and the said property was sold by predecessor-in-interest of the plaintiff to the predecessor-in-interest of the defendant nos. 1 to 6 herein; the sale is admitted in the plaint itself. 49.5. The sale deeds dated 14.09.2021 through which defendant nos. 1 to 4 have sold their absolute 55% share in the property No. X/3470 falling in Khasra no. 248 in favour of defendant nos. 7 and 8 are validly executed. 49.6. By virtue of the execution of seven (7) sale deeds by late Sh. Bharta in favour of third-parties between the years 1961-1968, the land owned by late Sh.

Bharta in Khasra no. 233 stood sold. The plaintiff has acknowledged the execution of the said sale deeds in her reply to I.A. No. 5129/2022.

50. Accordingly, the present plaint is vexatious and intended to deprive defendants of their rightful ownership in the property no. X/3470 falling in Khasra no. 248, which was sold by late Sh. Bharta to late Sh. Vikram Sain Jain. The plaintiff has no cause of action against the defendants, with respect to the said property and accordingly, the present suit is rejected under Order VII Rule 11(a) CPC.

51. The interim order dated 08.02.2022 stands vacated and I.A. Nos. 5129/2022 and 5130/2022 stands allowed.

52. The suit is hereby dismissed and pending applications stand disposed of.

53. This Court also believes that the present case is a fit one where exemplary cost ought to be imposed on the plaintiff while dismissing the suit.

54. This Court cannot lose sight of the fact that the present proceedings are being led on the instructions of Mr. Vipin Kumar and the filing of the present suit in the name of Smt. Kela Devi aged about 83 years, i.e., plaintiff herein is an attempt to evade responsibility from any legal adversity. It is apparent that not only the defendants have been dragged in to unnecessary litigation for the past 2 years but the present misconceived litigation has also resulted in the loss of valuable judicial time and resources of this Court.

55. The Supreme Court in *Ramrameshwari Devi & Others v. Nirmala Devi & Others*⁴ has opined that 'uncalled for litigation gets encouragement because Courts do not impose realistic costs'. The relevant paragraph of the judgment read as under:

" 46. It is also a matter of common experience that once an ad interim injunction is granted, the plaintiff or the petitioner would make all efforts to ensure that injunction continues indefinitely. The other appropriate order can be to limit the life of the ex parte injunction or stay order for a week or so because in such cases the usual

tendency of unnecessarily prolonging the matters by the plaintiffs or the petitioners after obtaining ex parte injunction orders or stay orders may not find encouragement.

47. We have to dispel the common impression that a party by obtaining an injunction based on even false averments and forged documents will tire out the true owner and ultimately the true owner will have to give up to the wrongdoer his legitimate profit. It is also a matter of common experience that to achieve clandestine objects, false pleas are often taken and forged documents are filed (2011) 8 SCC 249 indiscriminately in our courts because they have hardly any apprehension of being prosecuted for perjury by the courts or even pay heavy costs. In Swaran Singh v. State of Punjab [(2000) 5 SCC 668 : 2001 SCC (Cri) 190] this Court was constrained to observe that perjury has become a way of life in our courts.

48. It is a typical example of how a litigation proceeds and continues and in the end there is a profit for the wrongdoer.

49. The learned amicus articulated the common man's general impression about litigation in following words:

"Make any false averment, conceal any fact, raise any plea, produce any false document, deny any genuine document, it will successfully stall the litigation, and in any case, delay the matter endlessly. The other party will be coerced into a settlement which will be profitable for me and the probability of the court ordering prosecution for perjury is less than that of meeting with an accident while crossing the road."

...

52. The main question which arises for our consideration is whether the prevailing delay in civil litigation can be curbed? In our considered opinion the existing system can be drastically changed or improved if the following steps are taken by the trial courts while dealing with the civil trials:

A. Pleadings are the foundation of the claims of parties. Civil litigation is largely based on documents. It is the bounden duty and obligation of the trial Judge to carefully scrutinise, check and verify the pleadings and the documents filed by the parties. This must be done immediately after civil suits are filed.

B. The court should resort to discovery and production of documents and interrogatories at the earliest according to the object of the Act. If this exercise is carefully carried out, it would focus the controversies involved in the case and help the court in arriving at the truth of the matter and doing substantial justice.

C. Imposition of actual, realistic or proper costs and/or ordering prosecution would go a long way in controlling the tendency of introducing false pleadings and forged and fabricated documents by the litigants. Imposition of heavy costs would also

control unnecessary adjournments by the parties. In appropriate cases the courts may consider ordering prosecution otherwise it may not be possible to maintain purity and sanctity of judicial proceedings."

(Emphasis Supplied)

56. Keeping in view the Section 35(2) of CPC, Rules 1(i) & 2 of Chapter XXIII of Delhi High Court (Original Side) Rules, 2018 and the judgment of the Supreme Court in Ramrameshwari Devi (Supra), this Court deem it appropriate to impose actual costs on the plaintiff and payable to the defendants. For the purpose of determining the actual cost incurred by the defendants to be paid by the plaintiff herein, the Taxing Officer of this Court is directed to take appropriate steps in accordance with the provisions of Delhi High Court (Original Side) Rules, 2018.

57. List before the Taxing Officer on 14.11.2024.

Plaintiff be prosecuted under Section 379(1) of the Bharatiya Nagarik Suraksha Sanhita, 2023 ('BNSS')

58. This Court is of the opinion that the facts of this case proceedings demand initiation of proceedings under Section 379(1) of the Bharatiya Nagarik Suraksha Sanhita, 2023 against the plaintiff and Mr. Vipin Kumar for perjury.

59. The Supreme Court in Kishorbhai Gandubhai Pethani v. State of Gujarat⁵ has explained the meaning of perjury in para 9, which reads as under:

"9. Perjury is an obstruction of justice. Deliberately making false statements which are material to the case, and that too under oath, amounts to crime of perjury. Thus, perjury has always to be seen as a cause of concern for the judicial system. It strikes at the root of the system itself and disturbs the accuracy of the findings recorded by the court. Therefore, any person found guilty of causing perjury, has to be dealt with seriously as it is necessary for the working of the (2014) 13 SCC 539 court as well as for the benefit of the public at large."

(Emphasis Supplied)

60. The Supreme Court in the matter of In Re: Suo Moto Proceedings Against R. Karuppan, Advocate⁶ has held that the Respondent therein who had made a false statement supported by an affidavit before the Court was guilty of the offence of perjury punishable under Section 193 of the Indian Penal Code, 1860⁷ and opined that "an effective and stern action has to be taken for preventing the evil of perjury". The relevant paragraph of the said judgment reads as under: -

"13. Courts are entrusted with the powers of dispensation and adjudication of justice of the rival claims of the parties besides determining the criminal liability of the

offenders for offences committed against the society. The courts are further expected to do justice quickly and impartially not being biased by any extraneous considerations. Justice dispensation system would be wrecked if statutory restrictions are not imposed upon the litigants, who attempt to mislead the court by filing and relying upon false evidence particularly in cases, the adjudication of which is dependent upon the statement of facts. If the result of the proceedings are to be respected, these issues before the courts must be resolved to the extent possible in accordance with the truth. The purity of proceedings of the court cannot be permitted to be sullied by a party on frivolous, vexatious or insufficient grounds or relying upon false evidence inspired by extraneous considerations or revengeful desire to harass or spite his opponent. Sanctity of the affidavits has to be preserved and protected discouraging the filing of irresponsible statements, without any regard to accuracy.

.....

15. In India, law relating to the offence of perjury is given a statutory definition under Section 191 and Chapter XI of the Penal Code, 1860, incorporated to deal with the offences relating to giving false (2001) 5 SCC 289 Corresponds to Section 229 of the Bharatiya Nyaya Sanhita, 2023 evidence against public justice. The offences incorporated under this Chapter are based upon recognition of the decline of moral values and erosion of sanctity of oath. Unscrupulous litigants are found daily resorting to utter blatant falsehood in the courts which has, to some extent, resulted in polluting the judicial system. It is a fact, though unfortunate, that a general impression is created that most of the witnesses coming in the courts despite taking oath make false statements to suit the interests of the parties calling them. Effective and stern action is required to be taken for preventing the evil of perjury, concededly let loose by vested interest and professional litigants. The mere existence of the penal provisions to deal with perjury would be a cruel joke with the society unless the courts stop to take an evasive recourse despite proof of the commission of the offence under Chapter XI of the Penal Code, 1860. If the system is to survive, effective action is the need of the time. The present case is no exception to the general practice being followed by many of the litigants in the country.

16. Keeping in view the facts and circumstances of this case, the record of proceedings in *Suo Motu Contempt Petition (Criminal) No. 5 of 2000* and *Writ Petition No. 77 of 2001*, we are prima facie satisfied that the respondent herein, in his affidavit filed in support of the writ petition (for the purposes of being used in the judicial proceedings i.e. writ petition), has wrongly made a statement that the age of Dr Justice A.S. Anand has not been determined by the President of India in terms of Article 217 of the Constitution. We are satisfied that such a statement supported by an affidavit of the respondent was known to him to be false, which he believed to be false and/or at least did not believe to be true. It is not disputed that an affidavit is evidence within the meaning of Section 191 of the Penal Code, 1860 and a person swearing to a false affidavit is guilty of perjury punishable under Section 193 IPC. The

respondent herein, being legally bound by an oath to state the truth in his affidavit accompanying the petition is prima facie held to have made a false statement which constitutes an offence of giving false evidence as defined under Section 191 IPC, punishable under Section 193 IPC.

17. With the object of eradicating the evil of perjury, we empower the Registrar General of this Court to depute an officer of the rank of Deputy Registrar or above of the Court to file a complaint under Section 193 of the Penal Code, 1860 against the respondent herein, before a Magistrate of competent jurisdiction at Delhi. Such officer is directed to file such complaint and take all steps necessary for prosecuting the complaint."

(Emphasis supplied)

61. The offence of perjury is defined and punishable under the Bharatiya Nyaya Sanhita, 2023 ('BNS'). The relevant sections 227, 228, 229 and 236 of the BNS are applicable in the facts of this case.

62. In the facts of this case, it is apparent that the registered relinquishment deed dated 18.04.2019 has been fabricated by the plaintiff and the other legal heirs of late Sh. Mahipal Singh including Mr. Vipin Kumar, who executed the relinquishment deed to enable filing of this vexatious plaint. During the course of arguments, it was evident that Mr. Vipin Kumar, the grandson of the plaintiff herein has played the primary role in filing of this plaint and has actively sought to create the illusion of a cause of action. Mr. Vipin Kumar has clearly abetted the plaintiff in committing the offence of perjury and is liable as per Section 215 (1) of the BNSS. The legal heirs of late Sh. Mahipal Singh, who joined hands in signing the relinquishment deed dated 18.04.2019 are also liable for abetting the plaintiff and Mr. Vipin Kumar in the fraud sought to be perpetuated by filing the present suit.

63. In the sale deeds dated 14.09.2021 executed by defendant nos. 1 to 4 in favour of defendant nos. 7 and 8, which is challenged in the present suit, the sale deed duly records the municipal number of the property which is the subject matter of sale and also identifies the municipal numbers of the adjoining properties. The property which is subject matter of the sale deeds has been described as property no. X/3470, located at Raghubar Pura No. 2, Gandhi Nagar, Delhi-110031 and the boundaries of the property have been set out as under:

EAST	::: Road 20 Ft.
WEST	::: Gali 10 Ft.
NORTH	::: Other's Property No. IX/5170 Choudhary Kaley Market, Old Seelampur
SOUTH	::: Other's Property No. X/3470 New Jain Market

The boundaries mentioned in the sale deed have not been disputed.

64. In the plaint, the plaintiff has admitted that late Sh. Vikram Sain Jain ('the predecessor-in-interest of defendant nos. 1 to 6) is the owner of the property no. X/3470 falling in Khasra no. 248. It is thus, apparent that plaintiff under the garb of this suit by relying upon the relinquishment deed is wrongfully staking a claim on the property no. X/3470 falling in Khasra no. 248, which belongs to the defendant.

65. It is not the case of the plaintiff that property bearing no. X/3470/Shanti Mohalla, Raghubar Pura, No. 2, Gandhi Nagar, Delhi-110031, the land falling in Khasra No. 248 owned by the defendant exists at a distinct location.

66. In contrast, non-mention of the municipal number of the subject property in the relinquishment deed and omission of municipal numbers of the adjoining properties in the declaration of the boundaries in the relinquishment deed evidences that the relinquishment deed is a false and forged document created with the intent to file this vexatious claim and does not pertain to a actual parcel of land.

The falsity of the claim of the plaintiff is also apparent from the fact that they first suppressed the factum of the execution of seven (7) sale deeds qua the land in Khasra No. 233 by late Sh. Bharta in favour of third-parties in the plaint. The seven sale deeds were placed on record by the defendant nos. 7 and 8 with I.A. No. 5130/2024. In reply, to the said application at paragraph no. 6 the plaintiff took a stand that the sale deeds do not pertain to the subject property, which stand on an assessment of the documents on record is ex-facie false.

67. The plaintiff is stated to be 83 years old. Mr. Vipin Kumar is her grand-son who has been prosecuting these proceedings. Mr. Vipin Kumar had also filed separate proceedings against the defendants for the same immovable property in the District Courts, which was subsequently withdrawn. Mr. Vipin Kumar was also present in Court at the date of hearing and was issuing instructions to the counsel for the plaintiff as noted above. Mr. Vipin Kumar is also a signatory to the relinquishment deed dated 18.04.2019, which has been relied upon for maintaining the suit. Thus, for all intent and purpose it is Mr. Vipin Kumar, who is driving this litigation in the name of the plaintiff.

68. This Court is of the opinion that the plaintiff and Mr. Vipin Kumar herein have perjured and misled this Court by making false statements, filing false evidence and primarily suppressing material and substantial facts from this Court. In the facts and circumstances of the case, this Court is of the view that proceedings under Section 379(1) of BNSS be initiated against the plaintiff and Mr. Vipin Kumar for the offence of perjury8.

69. Accordingly, the Registrar General of this Court is directed to appoint a Registrar/Joint Registrar of this Court to file a complaint under Section 379(1) Pritish v. State of Maharashtra and Others, (2002) 1 SCC 253 [paras 9-10] of BNSS for trying the plaintiff and Mr. Vipin Kumar for filing of the present suit and for commission of offence under Sections 227, 228, 229 and 236 of BNS.

Directions to the concerned Deputy Commissioner having jurisdiction over Sub-Registrar IV-B

70. Further, in view of the finding of this Court that the relinquishment deed dated 18.04.2019 has been fabricated and fraudulently registered to file this vexatious suit, the concerned Deputy Commissioner through himself or an officer appointed by him shall hold an inquiry in respect of the lapses such as non-compliance of Section 21 of the Registration Act, 1908 and the Guidelines dated 12.11.2014 by the concerned Sub-Registrar while accepting the relinquishment deed for registration. The concerned Sub-Registrar-IV-B shall take steps for cancellation of the said relinquishment deed as it pertains to a non-existing property.

71. A copy of the judgment be sent to Registrar General, High Court of Delhi and the concerned Deputy Commissioner for their respective necessary actions.

72. The concerned Deputy Commissioner is directed to submit his report to the Registrar General of this Court within eight (8) weeks. The Registrar General shall place the matter before this Court after twelve (12) weeks with respect to filing of the complaint of perjury against the plaintiff and other persons.

MANMEET PRITAM SINGH ARORA, J October 23, 2024/msh/hp/MG