

To,  
The Presiding Officer  
Consumer Disputes Redressal Commission  
kumarswamy

Subject: Complaint Regarding Ownership Dispute and Fraudulent Alteration of Sale Deed

Respected Sir/Madam,

I, khushi, resident of kumarswamy, wish to file a formal complaint against Concerned Authority regarding the following matter:

#### FACTS OF THE CASE:

1. On March 12, 1978, Ramesh Kumar executed a sale deed transferring ownership of a land parcel to Meera Devi, which was subsequently registered on April 5, 1978, establishing her legal ownership.
2. Allegations have arisen that Ramesh Kumar tampered with the sale deed after its execution but prior to its registration, compromising the integrity of the original document and undermining any claims based on the altered version.
3. The Supreme Court's ruling in *K. R. Tewari v. District Board, Agra* emphasizes that alterations made after execution but before registration are invalid, reinforcing the validity of Meera Devi's original sale deed.
4. Meera Devi seeks an interim injunction to prevent Ramesh Kumar's nephew from selling or transferring the property while litigation is ongoing, aiming to protect her ownership rights until a final court decision is reached.

#### LEGAL BASIS:

1. Section 17 of the Indian Registration Act, 1908: This section mandates that any document that is required to be registered must be registered to be effective against third parties. In this case, Meera Devi's original sale deed, being a registered document, is conclusive evidence of her ownership, and any alterations made prior to registration are deemed invalid, thus reinforcing her claim.
2. Section 53 of the Transfer of Property Act, 1882: This section addresses fraudulent transfers and states that any transfer made with the intent to defeat or delay creditors is voidable. The alleged tampering of the sale deed by Ramesh Kumar indicates a fraudulent intent, which supports Meera Devi's position as the rightful owner, as the original deed reflects the true transaction.

3. Section 2(1)(c) of the Consumer Protection Act, 2019: This section defines a consumer as any person who buys goods or services for consideration. In the context of property transactions, Meera Devi, as the buyer of the land, is a consumer and has the right to seek redress against any unfair practices, including fraudulent alterations to the sale deed that misrepresent her ownership rights.

4. Section 5 of the Indian Contract Act, 1872: This section emphasizes that an agreement must be legally enforceable to be valid. The alterations made to the sale deed after execution but before registration compromise the enforceability of the agreement as intended by the parties, thereby affirming Meera Devi's claim based on the original, unaltered deed that reflects the true intent of the transaction.

#### PRAYERS:

In light of the above, I most respectfully pray that:

1. That the Honorable Court affirms Meera Devi's ownership of the entire land parcel as per the original sale deed executed on March 12, 1978, and declares any alterations made prior to registration on April 5, 1978, as invalid and ineffective.
2. That the Honorable Court issues an interim injunction restraining Ramesh Kumar's nephew from selling, transferring, or encumbering the property in question until the final resolution of this matter, to be reviewed within 30 days.
3. That the Honorable Court directs Ramesh Kumar and his nephew to provide a detailed account of any actions taken regarding the property since the alleged tampering, to be submitted within 15 days of the Court's order.

#### DOCUMENTS ENCLOSED:

1. Original Sale Deed executed by Ramesh Kumar in favor of Meera Devi dated March 12, 1978
2. Registration Certificate of the Sale Deed dated April 5, 1978
3. Affidavit from witnesses attesting to the original terms of the sale and any alterations made post-execution
4. Expert evaluation report on the alleged tampering of the sale deed, including forensic analysis of the document
5. Interim Injunction Application to prevent Ramesh Kumar's nephew from selling, transferring, or encumbering the property during the litigation process

I hereby declare that the information provided above is true to the best of my knowledge and belief.

Date: 19 May, 2025

Place: kumarswamy

Yours faithfully,

khushi

Contact: 9109358899

Address: kumarswamy