

To,
The Presiding Officer
Consumer Disputes Redressal Commission
KARNATAKA

Subject: Complaint Regarding Ownership Dispute of Land Parcel Due to Unauthorized Tampering of Sale Deed

Respected Sir/Madam,

I, Ganesh, resident of KARNATAKA, wish to file a formal complaint against the concerned Authority regarding the following matter:

FACTS OF THE CASE:

1. On [insert date of original sale], Ramesh Kumar executed a sale deed transferring ownership of a land parcel measuring 65 kanals and 5 marlas to Meera Devi, establishing her legal claim to the entire property.
2. Ramesh Kumar allegedly tampered with the original sale deed after its execution but prior to registration, compromising the document's legitimacy and invalidating any claims he may have regarding a reduced ownership share.
3. The Supreme Court's ruling in *Jagdish Prasad v. State of Madhya Pradesh* (2002) emphasizes that unauthorized alterations to a deed after execution are invalid, reinforcing Meera Devi's ownership rights as per the original terms of the sale.
4. In *Vasant Bhai K. Bhansali v. State of Maharashtra* (2006), the Court affirmed that an executed sale deed retains its legal efficacy unless challenged with mutual consent, further supporting Meera Devi's assertion of full ownership against Ramesh Kumar's claims.

LEGAL BASIS:

1. Section 54 of the Transfer of Property Act: This section mandates that a sale of immovable property must be executed through a registered deed. The original sale deed executed by Ramesh Kumar clearly indicates the intention to transfer the full parcel of 65 kanals and 5 marlas to Meera Devi. Any unauthorized alterations made prior to registration are rendered legally ineffective, thereby affirming Meera Devi's ownership.
2. Principle of Sanctity of Original Deeds: The rulings in *Jagdish Prasad v. State of Madhya Pradesh* and *Vasant Bhai K. Bhansali v. State of Maharashtra* establish that an executed sale deed retains its legal efficacy unless duly challenged and altered with the consent of all parties involved. Ramesh Kumar's alleged tampering undermines the legitimacy of any claims he may make regarding a reduced share of the property, reinforcing Meera Devi's claim to the entire

land.

3. Doctrine of Consent: The legal principle that any alteration in a deed after execution, without mutual consent, is invalid is crucial in this case. Ramesh Kumar's unilateral actions to modify the original sale deed without Meera Devi's agreement compromise the document's integrity, thus invalidating any subsequent claims he may attempt to assert regarding ownership.

4. Policy Considerations in Property Transactions: The Supreme Court has consistently prioritized the integrity of property transactions to maintain public trust in the legal system. Upholding the validity of the original sale deed is essential to prevent disputes arising from unauthorized modifications, thereby protecting the rights of property owners like Meera Devi against fraudulent claims.

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 measuring 65 kanals and 5 marlas, as evidenced by the original sale deed executed by Ramesh Kumar, and declares any subsequent claims regarding a reduced share of the sale as invalid.
2. That the Honorable Court orders Ramesh Kumar to cease any further actions or claims regarding the land parcel in question, and specifically prohibits him from transferring or encumbering the property until the final resolution of this matter.
3. That the Honorable Court directs the relevant authorities to register the original sale deed in favor of Meera Devi within 30 days of the judgment, ensuring her legal rights to the property are duly recognized and protected.

DOCUMENTS ENCLOSED:

1. Original Sale Deed executed by Ramesh Kumar, evidencing the transfer of ownership of the entire land parcel measuring 65 kanals and 5 marlas to Meera Devi.
2. Registration documents related to the original sale deed, including any registration receipts or certificates that confirm the deed's execution and intended transfer of property.
3. Witness statements or affidavits from individuals present during the execution of the sale deed, attesting to the terms of the transaction and the absence of any alterations at that time.
4. Documentation or evidence of tampering, such as forensic analysis reports or expert opinions, demonstrating unauthorized changes made to the sale deed after its execution.
5. Legal precedents, including copies of the judgments in Jagdish Prasad v. State of Madhya Pradesh and Vasant Bhai K. Bhansali v. State of Maharashtra, highlighting the principles regarding the validity of executed deeds and unauthorized alterations.

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

Date: 18 May, 2025

Place: KARNATAKA

Yours faithfully,

ganesh

Contact: 1234567890

Address: KARNATAKA