

*COPY*

IN THE COURT OF SH. GAGANDEEP MITTAL, LD. CJ (SR. DIV)  
DISTRICT COURT GURGAON,

IN  
SUIT No 15439/2013

IN THE MATTER OF  
MR. DEEPAK & ANR.

... PLAINTIFFS

SMT. JAGWATI & ORS.

VERSUS

....DEFENDANTS

D.O.H.: 24.01.2017

**AMENDED MEMO OF PARTIES**

=====

1. MR. DEEPAK

2. MR. NAVEEN

both S/o Sh. Rishi Kumar  
S/o Sh. Ram Kishan  
R/o VPO Tikli,  
Tehsil and District Gurgaon, Haryana.

.... Plaintiffs

Versus

1. SMT. JAGWATI

W/o Mahinder Singh  
Through her Legal heirs:

1(a). PAWAN KUMAR

S/o Jagwati  
R/o A-10, Amrit Nagar,  
N.D.S.E., Part-I,  
Kotla Mubarakpur, New Delhi-110021

1(b). AARTI

D/o Jagwati  
W/o Kuldeep  
R/o Village Khijrabad,  
New Friends Colony, Delhi.

1(c). SITRA

D/o Jagwati  
W/o Sh. Atul  
R/o Village Sultanpur,  
Mehrauli, New Delhi-30

THE COURT OF CIVIL JUDGE (SENIOR DIVISION), DISTRICT  
COURT GURGAON,  
IN  
SUIT No...../2013

IN THE MATTER OF:

1. Mr. DEEPAK

2. Mr. NAVEEN

both S/o Sh. Rishi Kumar  
S/o Sh. Ram Kishan  
R/o VPO Tikli,  
Tehsil and District Gurgaon, Haryana.

... Plaintiffs

Versus

1. SMT. JAGWATI

W/o Mahinder Singh  
R/o A-10, Amrit Nagar,  
N.D.S.E., Part-I,  
Kotla Mubarakpur, New Delhi-110021.

2. DEVENDER KUMAR

3. RISHI KUMAR

Both the defendant no. 2 & 3  
Are S/o Ram Kishan  
Both Are R/o VPO, Teekli,  
Tehsil & Distt. Gurgaon, Haryana

4. DISTRICT COLLECTOR,

Mini Secretariat,  
Gurgaon, Haryana-122001

5. TEHSILDAR

Tehsil Gurgaon  
Mini Secretariat,  
Gurgaon, Haryana-122001.

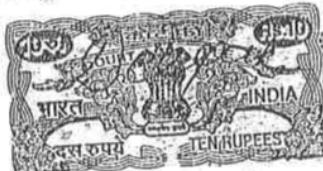
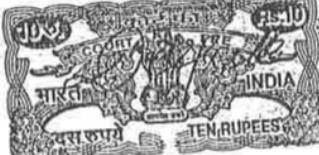
6. HALKA PATWARI

Halqa Badshahpur  
Near P. S. Badshahpur  
Gurgaon, Haryana-122001.

7. REGISTRAR GURGAON,

Registrar Office, Mini Secretariat  
Gurgaon (Haryana)-122001.

... Defendants



2

ND  
In the matter of: SUIT FOR CANCELLATION OF SALE DEED  
PERMANENT INJUNCTION AND MANDATORY  
INJUNCTION, DECLARATION, WITH  
CONSEQUENTIAL RELEIFS

The Plaintiffs  
above named

MOST RESPECTFULLY SHOWETH AS UNDER:

1. That the plaintiffs are law abiding respectable citizen of India ordinarily resident at the address afore-mentioned and have been made victim of the frauds being played by the defendant no. 1, 4 to 7.
2. That the plaintiffs are grand-son and legal heirs of late Sh. Ram Kishan S/o Late Sh. Rich Pal.
3. That the property bearing Khwiat No. 1282/1401, Mustil no. 174 Kila No. 7/1(7-7), 24/3 (1-8), Total No. 2 admeasuring area 8 Kanal 15 marla and Khwiat No. 1289/1408, Khasra No. 174 Kila No. 6/1 (0-2), 15/3(0-8), 16/1 (0-8), 24/1 (0-13), 27 (1-0) Total No. 5 admeasuring area 2 Kanal 11 marla out of which 1/6<sup>th</sup> Share admeasuring 0 Kanal 8 marla 4 sarsai both situated in the revenue estate of village Badshahpur Tehsil and District Gurgaon, Haryana, hereinafter referred as "the suit property" is the ancestral property of the plaintiffs which was inherited by their grandfather late Sh. Ram Kishan from his father Late Sh. Rich Pal.

Land  
8M 4Sarsai  
Ancestral  
property

— Ram Kishan Inherited from Rich Pal

3

That the plaintiffs are in actual physical possession of the suit property since their birth and till date they are cultivating the same by virtue of the said legal right who is enjoying all privileges excess, apparent whatsoever of the suit property.

-Pltffs in actual  
physical posss

5. That after the death of the plaintiff's grandfather Late Sh. Ram Kishan, few unknown persons started visiting the suit property without any reason whatsoever. Upon inquiry from the said visitors to the said property, the plaintiffs did not get any satisfactory reply, where after on suspicion the plaintiffs checked and obtained the copy of the revenue records wherein they were shocked to know that there was a patent error, which was evident in the revenue records of the suit property.
6. That the said patent error pertained to a release deed dated 04.05.2011 bearing Srl. No. 2942, volume no. 1 book no. 12,953 at page no. 134 registered at sub-registrar office Gurgaon, which was executed by Sh. Ram Kishan, grandfather of the plaintiffs, in favour of defendant no. 2 & 3, uncle & father respectively of plaintiffs, pertaining to the said property which is ancestral in nature and therefore cannot be released in anybody favour solely by Late Sh. Ram Kishan.

Para no. 6(iv) of reply  
to P.O - Replication  
knowledge by chance

JN

Release deed  
dt 4/5/11  
V.No. 2942

by Ram  
Kishan  
in favour of  
D2 & D3

- Cannot be  
released by  
Sh. Ram Kishan

4

That the plaintiffs after going through the said revenue records were further shocked to know that on 27.05.2011 → another release deed bearing srl. No. 5078, vol no. 1, additional book no. 1314 at page no. 16 & 17 registered at Sub Registrar office, Gurgaon executed by defendant no. 3 & 2, father and uncle respectively of the plaintiffs, in favour of plaintiffs grandfather Sh. Ram Kishan, pertaining to the suit property giving the status of the property as it was earlier being ancestral in nature.

sale deed not release deed

-release deed  
V NP 5078  
dt 27/5/11  
by D2 & D3  
in favour of  
Ram Kishan

8. That after scrutinizing the said revenue records further, plaintiffs were further shocked to know that a blunder has been committed by defendant no.6 in so far as he made an entry at serial no. 8620 at register intkaal of village Badshahpur pertaining to the sale deed bearing Srl no. 3733, Volume No. 1 Book No. 12954 at page no. 127, dated 12.05.2011, registered at sub-registrar office Gurgaon, which was stated to have been executed by late Sh. Ram Kishan in favour of defendant no.1.

Sale deed v. 100  
B620 dt  
12/5/11 by  
Ram Kishan  
favour of D1

9. That the plaintiffs failed to understand how and in what manner late Sh. Ram Kishan transferred the said land in favour of defendant no.1, when he himself did not have any right over the said property after executing a release deed dated 04.05.2011 in favor of defendant no. 2 & 3.

- Ram Kishan had no right  
after executing release deed on  
4/5/11

gmp

5

10. The Plaintiffs were further shocked to know that the defendants no. 4 to 7 intentionally and in connivance with each other at the instance of defendant no. 1 manipulated the revenue records in such a way that the fraudulent transferring of right and title by Late Sh. Ram Kishan in favour of defendant no. 1 would appear to be a genuine transaction, knowing it very well that the said sale deed does not have any sanctity in the eyes of law and the same is nothing more than fictitious transaction. The said alleged transfer is based on a sale deed which is *void ab-initio* and the defendant no. 4 to 7 have acted hand in gloves with defendant no. 1 to camouflage the sham behind the said transaction.

Sale deed  
has no  
sanctity  
Sale deed  
void - ab  
initio

11. That on the bare perusal of the revenue records of the suit property, it would revealed that the same were manipulated by the defendant no. 1 in connivance with defendant no. 4 to 7, to cover the major defect of sanctity of the sale deed dated 12.05.2011 which could not have otherwise executed by Late Sh. Ram Kishan, who was not having any right, title, interest over the suit property on the date of its execution.

nothing about def no 283

Imp  
Rev. record  
manipulated

12. That the plaintiffs thereafter got issued legal notice dated 11.05.2013 through their counsel to defendant no. 4 to 7 asking them to immediately take necessary steps in order to

legal  
notice dt  
11/5/13

correct the illegalities committed by them in the revenue records, but till date despite the services of the legal notices to them no reply has been sent to the plaintiff by the concerned defendants.

13. The whole intentions of the defendant no. 1, 4 to 7 is to grab the land of the plaintiffs who was never their being a party to any transactions in despite having share in the suit property being their ancestral property.
14. That even otherwise no portion of the suit property being ancestral property in nature can be transferred in anybody's name, without giving the shares of the plaintiffs or without having a due partition of the suit property, without which the entire sale transactions would be void ab-initio.
15. That the defendant no. 1 is enjoying the support and protection of defendant no. 4 to 7 who after the execution of the said fraudulent and void sale deed wrongly got entered it in the revenue records.
16. That it is further stated that neither the plaintiffs knows the defendant no. 1 nor in any manner whatsoever were party to the sale deed dated 12.05.11. nor they has received any kind of amount whatsoever in relation to the said deal from the defendants. The said fact of the fraud and cheating came into the knowledge for the first time only in the month of February 2013 when the plaintiffs by

*property  
ancestral*

*-plts - have  
not received  
any amount  
from  
the deal*

chance/ in routine went to the defendant no. D-6 and thereafter to the defendant no. 4 & 5.

17. That it is pertinent to mention here that the plaintiffs are in full control & in possession of the said suit property and enjoying all rights in the said suit property.
18. That the plaintiff also came to know from local property dealer that the defendant no.1 is now trying to sell the property on the basis of the said void sale deed to the third party.
19. That the plaintiff further submits that the defendant no.1 has no legal right to treat the said suit property as the property exclusively owned by her, since it is an ancestral Property of the plaintiffs and neither they had entered in any sale deed whatsoever with the defendant no. 1 nor the said suit property was being transferred in favor of the defendant no.1 by Late Sh. Ram Kishan with any right, title in the suit property nor the plaintiffs had ever met to the defendant no. 1 pertaining to the suit property.
20. That the cause of action has arisen at Gurgaon since the suit property is situated in Gurgaon, the defendants are residing and working for gain in Gurgaon. therefore, this Hon'ble Court has jurisdiction to entertain and adjudicate upon the same for the disposal of the present suit.
21. That the cause of action has arisen on dtd. 04.05.2012, when Late Sh. Ram Kishan executed a release deed in

*Plaintiff in full  
control*

*-ancestral  
property*

favor of the defendant no.2 & 3, cause of action further  
 arose on 12.05.11 when Late Sh. Ram Kishan without any  
 right title, interest and title executed a sale deed in favor of  
the defendant no. 1, cause of action further arose when the  
defendant no. 2 & 3 executed release deed of the suit  
 property in favor of Late Sh. Ram Kishan, cause of action  
 further arose on 23.06.2011 when the aforestated release  
 deed and the said sale deed was alleged to have been  
 confirmed by the defendant no. no. 4 to 6 . Cause of action  
 arose when few unknown persons started visiting the suit  
 property without any reasons, cause of action further arose  
 on 11.05.2013 when the plaintiffs send legal notice to the  
 defendant no. 4 to 7 revealing the said fraudulent entry of  
 the sale deed which was not in accordance to its title &  
 procedure, Cause of action further arose when the  
 plaintiffs came through the local property dealers that the  
 defendant no.1 is trying to sell the aforestated property,  
 cause of action is still subsisting and continuing in the  
 favour of plaintiffs and against the defendant no.1 to 7.

22. That the value of the suit for purposes of court fee and jurisdiction is Rs. 400/-. A court fee of Rs. 50/- is paid on the plaint.

23. That the plaintiffs had a bonafide case in their favour and against the defendants and they will suffer irreparable loss and injury if the present case is not decreed in his favour of the plaintiffs and against the defendants.

## PRAYER

In the facts and circumstances of the case and in the interest of justice this Hon'ble Court may graciously be pleased to:

- (i) pass a decree Declaring the sale deed bearing Srl no. 3733, Volume No. 1 Book No. 12954 at page no. 127, dated 12.05.2011, registered at sub-registrar office Gurgaon as

Null & Void; and/or

- (ii) pass a decree directing the defendant 4 to 7 to cancel the revenue records entry pertaining to Intkal register Serial No. 8620 of Village Badshapur, Gurgaon, Haryana, and restore the property original status, further defining/declaring the shares of the plaintiffs; and/or,

*what are shares of plaintiffs*

- (iii) sale deed registered in favour of Defendant no. 1 vide registration No.1,087 in additional book No. 1 Volume No.4,725 on page 126 to 133 dtd.12.02.2009 and another said land in the name of Defendant no. 2 vide registration No. 1,088 in additional book no. 1 volume no.4,725 on page no.134 to 142 on dtd.12.02.2009 as per Schedule-I; and / or

- (iv) Pass a decree of permanent injunction in favour of the plaintiff and against the defendants or their agents/ assignees, legal heirs, representatives or any other party acting through and for them, restraining them from interfering with the possession and authority of the

*No relief  
Bought  
land*

*Sale deed v no  
12954-3733*

*Decree directed  
Dtd 07/02/2011  
Cancel the  
Revenue record  
Reg. No. 8620*

*Sale deed  
v. no. 1087  
at 12/2/09  
in favour of  
D1*

*Sale deed  
v. no. 1088  
at 12/2/09  
in favour of D2*

*P.M.J.*

10

plaintiffs in respect of Agriculture land bearing Khwat No. 1282/1401, Mustil no. 174 Kila No. 7/1(7-7), 24/3 (1-8), Total No. 2 admeasuring area 8 Kanal 15 marla and Khwat No. 1289/1408, Khasra No. 174 Kila No. 6/1 (0-2), 15/3(0-8), 16/1 (0-8), 24/1 (0-13), 27 (1-0) Total No. 5 admeasuring area 2 Kanal 11 marla out of which 1/6<sup>th</sup> Share admeasuring 0 Kanal 8 marla 4 sarsai, situated in the revenue estate of village Badshahpur Tehsil and District Gurgaon, Haryana; and / or,

- (v) Pass a decree declaring the plaintiffs to be the owners of their respective shares in the suit property bearing Khwat No. 1282/1401, Mustil no. 174 Kila No. 7/1(7-7), and Khwat No. 1289/1408, Khasra No. 174 Kila No. 6/1 24/3 (1-8), Total No. 2 admeasuring area 8 Kanal 15 marla and Khwat No. 1289/1408, Khasra No. 174 Kila No. 6/1 (0-2), 15/3(0-8), 16/1 (0-8), 24/1 (0-13), 27 (1-0) Total No. 5 admeasuring area 2 Kanal 11 marla out of which 1/6<sup>th</sup> Share admeasuring 0 Kanal 8 marla 4 sarsai situated in the revenue estate of village Badshahpur Tehsil and District Gurgaon, Haryana; and / or,

- (vi) pass an order directing the defendant no.1 to deliver up all the documents pertaining to the suit property to the plaintiffs; and / or
- (vii) award cost of the suit to plaintiffs and against the defendants; and / or
- owners of  
respective  
shares*

||

(viii) grant any such other relief which this Hon'ble Court  
may deem fit and proper in the facts and circumstances  
of the case in the favour of the plaintiff and against the  
defendants.

AND FOR THIS THE PLAINTIFF SHALL EVER PRAY

*Deeksh*  
PLAINTIFFS  
NAVEEN

GURGAON  
DATE: 22.07.2013

THROUGH

*Rohit Kr. Yadav*  
(FREELANCE JURIST)  
(Rohit Kr. Yadav [redacted])  
Advocates  
Off. At:- A-53/5, DLF Phase -I,  
Gurgaon, Haryana - 122002

VERIFICATION:

Verified at Gurgaon on this 22<sup>nd</sup> day of July, 2013 that the contents  
of the aforesaid plaint from para 1 to 18 are true and correct to my  
knowledge and the contents of para 19 to 23 of plaint are true and  
correct based upon the legal information received. The last part of  
the plaint is prayer to this Hon'ble Court.

*Deeksh*  
PLAINTIFFS  
NAVEEN

IN THE COURT OF SHRI JOGINDER SINGH, CIVIL JUDGE  
GURGAON.

Mr. Deepak and another      Versus      Smt. Jagwati and others

SUIT FOR CANCELLATION OF SALE DEED PERMANENT  
INJUNCTION AND MANDATORY INJUNCTION,  
DECLARATION WITH CONSEQUENTIAL RELIEF.

WRITTEN STATEMENT ON BEHALF OF DEFENDANT NO.1

Sir,

Defendant No. 1 respectfully submits as under:-

PRELIMINARY OBJECTIONS:-

1. That the suit filed by the plaintiff is not maintainable both in law and on facts.
2. That the plaintiff has got no locus standi to file the present suit.
3. That the plaintiff has got no cause of action to file the present suit.
4. That the plaintiff is estopped by his own acts, conduct, laches, omissions, admissions, acquiescences etc. from filing the present suit.
5. That the suit has been under valued both for the purposes of court fee and jurisdiction. The plaintiffs are neither owners nor in physical possession of the suit land. Scrutiny of the suit filed by the plaintiffs makes it evident that the plaintiffs have sought a decree for declaration to the effect that the registered sale deed bearing Vasika no. 3733 dated 12. 13.5.2011 executed in favour of the answering defendant be declared null and void. The aforesaid relief cannot be granted to the plaintiffs unless and until ad valorem

-Court ful

V.No @ 3733  
dt 12/5/11  
in favour of D/

court fee is affixed by the plaintiffs on the plaint. Consequently, ad valorem court fee on the market value of suit land is liable to be affixed on the plaint by the plaintiffs. The suit is liable to be dismissed on this ground as well.

6. That the plaintiffs have concealed the real and true facts. The real and true facts are as under: –

(i) That Mr. Ram Kishan, the grandfather of the plaintiffs was full fledged and lawful owner in physical possession of the suit land fully described in paragraph number three of the plaint. Mr. Ram Kishan was desirous of selling the suit land. Mr. Ram Kishan had entered into an agreement of sale dated 25<sup>th</sup> of April 2011 pertaining to the suit land in favour of Mr. Birender Singh son of Sh. Puran Mal resident of village Kasan, Tehsil Manesar, District Gurgaon. It was specifically mentioned in the aforesaid agreement of sale dated 25<sup>th</sup> of April 2011 that Mr. Ram Kishan was fully competent and entitled to sell the suit land and that he had not entered into any prior agreement of sale in respect thereof in favour of any third party.

(ii) That sale consideration in respect of suit land fully described in paragraph number three of the plaint had been settled between Mr. Ram Kishan and Mr. Birender Singh at Rs. 1,05,00,000/- per acre. A sum of Rs. 15 Lacs had been paid as advance part of sale consideration by Mr. Birender Singh to Mr. Ram Kishan by virtue of cheque bearing number 168009 dated 25<sup>th</sup> of April 2011 drawn on Gurgaon Gramin Bank, village Kasan, Manesar. The aforesaid cheque had been duly got encashed by Mr. Ram Kishan.

- Ram Kishan  
grandfather  
- ag. of sale dt  
25/4/11  
- Birender Singh

- birender Singh  
entitled to enter  
into further  
agreements.

- Sale Consideration  
Rs. 1.05 acres  
per acre  
- 15 Lacs advance  
by birender Singh  
to  
Ram Kishan

- (iii) That it was specifically mentioned in agreement of sale dated 25<sup>th</sup> of April 2011 that balance sale consideration in respect of land subject matter of the aforesaid contract would be paid by Mr. Birender Singh to Mr. Ram Kishan on or before 25<sup>th</sup> of July 2011. After execution of the aforesaid agreement of sale dated 25<sup>th</sup> of April 2011 by Mr. Ram Kishan in favour of Mr. Birender Singh, Mr. Ram Kishan was only a trustee in respect of land agreed to be sold. Mr. Ram Kishan was not competent or entitled to create any third party rights or to enter into any transaction in respect of land pertaining to which the aforesaid contract of sale had been duly executed by him.
- (iv) That actually, Mr. Ram Kishan as well as the plaintiffs of the present suit, defendant no.3 (the father of the present plaintiffs) and defendant no.2 are all acting in collusion with each other. The present suit has been filed by the plaintiffs at the behest an instance of Mr. Ram Kishan and defendants no. 2 and 3. The suit filed by the plaintiffs is absolutely false and frivolous and has been instituted to needlessly entangle the suit land in frivolous and protracted litigation and to harass and humiliate the answering defendant.
- (v) That after execution of agreement of sale dated 25<sup>th</sup> of April 2011 by Mr. Ram Kishan in favour of Mr. Birender Singh, Mr. Ram Kishan illegally executed and got registered release deed bearing vasika number 2942 dated 4<sup>th</sup> of May 2011 in favour of defendants no. 2 and 3. As far as Mr. Birender Singh is concerned, he approached Mr. Ram Kishan and requested him to accept the balance sale consideration in respect of suit land fully described in

paragraph number three of the plaint subject matter of agreement of sale dated 25<sup>th</sup> of April 2011 and to execute and register sale deed pertaining to the same in his favour.

- (vi) That Mr. Birender Singh was utterly shocked and dismayed when it was disclosed to him by Mr. Ram Kishan and defendants no. 2 and 3 that release deed bearing vasika number 2942 dated 4<sup>th</sup> of May 2011 had been illegally executed and registered in respect of suit land by Mr. Ram Kishan in favour of his real sons defendants no. 2 and 3. After acquiring knowledge of the aforesaid illegal transaction, Mr. Birender Singh had confronted Mr. Ram Kishan as well as defendants no. 2 and 3 with agreement of sale dated 25<sup>th</sup> of April 2011 wherein defendant no.2 had appended his signatures as an attesting witnesses.
- (vii) That Mr. Birender Singh had specifically conveyed to Mr. Ram Kishan as well as defendants no. 2 and 3 that in light of aforesaid fact it could not be contended by defendants number two and three that they were oblivious of execution of agreement of sale dated 25<sup>th</sup> of April 2011 by Mr. Ram Kishan in favour of Mr. Birender Singh.
- (viii) That Mr. Birender Singh had specifically conveyed to Mr. Ram Kishan as well as defendants no. 2 and 3 that the execution and registration of release deed bearing vasika number 2942 dated 4<sup>th</sup> of May 2011 by Mr. Ram Kishan in favour of defendants no. 2 and 3 was a fraudulent act and the aforesaid document had been created to frustrate the agreement of sale dated 25<sup>th</sup> of April 2011.
- (ix) That Mr. Birender Singh had called upon Mr. Ram Kishan as well as defendants no. 2 and 3 to admit and acknowledge release deed

bearing vasika number 2942 dated 4<sup>th</sup> of May 2011 to be bogus and void document failing which he would be left with no other option but to institute appropriate civil/criminal litigation against them. Mr. Birender Singh had specifically and explicitly communicated to Mr. Ram Kishan as well as defendants no.2 and 3 that he intended to institute legal proceedings in the matter so as to ensure that the aforesaid wrongdoers were punished.

That Mr. Ram Kishan as well as defendants no. 2 and 3 realised that Mr. Birender Singh was extremely likely to institute legal proceedings against them. Mr. Ram Kishan candidly admitted before Mr. Birender Singh that release deed bearing vasika number 2942 dated 4<sup>th</sup> of May 2011 had actually been created with the intent of frustrating agreement of sale dated 25<sup>th</sup> of April 2011.

That Mr. Ram Kishan had conveyed to Mr. Birender Singh that after execution of agreement of sale dated 25<sup>th</sup> of April 2011 there had occurred an escalation in the prices of suit land. Accordingly, Mr. Ram Kishan had suggested that sale consideration in excess of the amount recited in agreement of sale dated 25<sup>th</sup> of April 2011 be paid to him by Mr. Birender Singh.

- (xi) That Mr. Birender Singh had tried to reason out with Mr. Ram Kishan. Mr. Birender Singh had specifically conveyed to Mr. Ram Kishan that the demand raised by Mr. Ram Kishan for payment of additional consideration over and above the amount settled/recited agreement of sale dated 25<sup>th</sup> of April 2011 was absolutely unfair and unjust. It was specifically conveyed by Mr. Birender Singh that the contractual covenants incorporated in agreement of sale dated 25<sup>th</sup> of April 2011 were binding upon Mr. Ram Kishan with

full force and effect. Even otherwise it will repeatedly contended by Mr. Birender Singh that the demand of Mr. Ram Kishan was absolutely unethical.

- (xiii) That instead of acting in a fair and honest manner, Mr. Ram Kishan adopted a rigid and hostile attitude. Mr. Birender Singh realised that he had already paid an extremely substantial sum of Rs. 15 Lacs towards advance part of sale consideration in respect of suit land fully described in paragraph number three of the plaint. Consequently, Mr. Birender Singh had got no other option but to succumb to the blackmailing tactics of Mr. Ram Kishan as well as defendants no. 2 and 3. It was however conveyed by Mr. Birender Singh to Mr. Ram Kishan that he did not have available funds with him to pay any amount in excess of the sale consideration recited in agreement of sale dated 25<sup>th</sup> of April 2011.
- (xiv) That therefore, it was suggested by Mr. Ram Kishan that Mr. Birender Singh should locate a prospective purchaser for purchasing the suit land fully described in paragraph number three of the plaint and Mr. Ram Kishan would proceed to adjust the amount of Rs. 15 Lacs received by him from Mr. Birender Singh at the time of execution of agreement of sale dated 25<sup>th</sup> of April 2011 in the sale deed to be executed/registered in favour of the prospective purchaser located by Mr. Birender Singh.
- (xv) That in the circumstances mentioned above, Mr. Birender Singh had approached the answering defendant to purchase the suit land. The answering defendant had met Mr. Ram Kishan as well as defendants no. 2 and 3 before purchasing the suit land. It was specifically communicated by defendants no. 2 and 3 that they

*Rs. 15 lacs  
advance  
already  
paid*

*- Mr. Birender  
Singh should  
locate alternative  
purchaser.  
amount of  
Rs. 15 lacs  
adjusted*

*- affiant  
confirms  
sale deed illegal*

would proceed to execute affidavit confirming the fact that the release deed bearing vasika number 2942 dated 4<sup>th</sup> of May 2011 was absolutely illegal, invalid, void and that it did not confer any rights whatsoever in respect of suit land in favour of defendants no. 2 and 3.

(xvi) That it was further suggested by Mr. Ram Kishan that he would also proceed to execute and get attested affidavit confirming the fact that the release deed bearing vasika number 2942 dated 4<sup>th</sup> of May 2011 had been wrongly executed and got registered in favour of defendants no. 2 and 3. The answering defendant had made elaborate and detailed enquiries both from the revenue record and at the spot. The enquiries made by the answering defendant revealed that Mr. Ram Kishan was full fledged and lawful owner in exclusive possession of the suit land fully described in paragraph number three of the plaint.

*affidavit*

(xvii) That after fully satisfying himself in all respects, the answering defendant proceeded to purchase the suit land fully described in paragraph number three of the plaint vide registered sale deed bearing Vasika no. 3733 dated 13.5.2011 on payment of valuable sale consideration amounting to Rs. 1,43,34,000/-. It is pertinent to mention that this sale consideration amount paid by the answering defendant to Mr. Ram Kishan was much higher than the sale consideration settled in respect of aforesaid land and recited in agreement of sale dated 25<sup>th</sup> of April 2011.

*Rs. 15 lacs adjusted*

(xviii) That it is further pertinent to mention that the amount of Rs. 15 Lacs paid as advance part of sale consideration by Mr. Birender Singh to Mr. Ram Kishan at the time of execution of agreement of

*Rs. 15 lac  
adjusted*

sale dated 25<sup>th</sup> of April 2011 was also adjusted in the sale consideration amount payable by the answering defendant to Mr. Ram Kishan for getting executed and registered sale deed bearing Vasika no. 3733 dated 13.5.2011.

- Mut No.  
8620  
executed  
basis of legal  
Sale Deed*
- (xix) That actual physical possession of the aforesaid land holding subject matter of registered sale deed bearing Vasika no. 3733 dated 13.5.2011 was delivered at the spot by Mr. Ram Kishan to the answering defendant. Mutation bearing number 8620 was also sanctioned on the basis of aforesaid registered sale deed. In this manner, the answering defendant became full fledged and lawful owner in physical possession of the suit land. The answering defendant is a bona fide purchaser of the suit land for valuable sale consideration. The sale made in favour of answering defendant is protected under law.
- (xx) That it is further pertinent to mention that Mr. Ram Kishan had proceeded to execute and register sale deed bearing Vasika no. 3733 dated 13.5.2011 in favour of the answering defendant with the active participation, consent and knowledge of defendants no. 2 and 3. The plaintiffs are none other than sons of defendant no.2. The plaintiffs have all along been conscious and aware of the fact that Mr. Ram Kishan as well as defendants no. 2 and 3 always admitted and acknowledged release deed bearing vasika number 2942 dated 4<sup>th</sup> of May 2011 to be illegal, honest and had further specifically admitted that no right, title or interest of any nature had been created in favour of defendants no. 2 and 3 by virtue of execution/registration of the aforesaid release deed.
- Def B-2 & 3  
actively  
participate  
gave consent*

the transaction. The plaintiffs are conscious and aware of the fact that the transaction of sale made in favour of the answering defendant by Mr. Ram Kishan was genuine, legitimate, valid, legal and binding upon Mr. Ram Kishan, defendants number two and three as well as plaintiffs with full force and effect.

11.Para no.11 of the plaint is absolutely wrong and is vehemently denied. It is wrong and denied that scrutiny of the revenue records revealed that the same had been manipulated by defendant no.1 in connivance with defendants no.4 to 7. It is wrong and denied that any attempt had been made to cover any defect of sanctity of registered sale deed bearing Vasika no. 3733 dated 13.5.2011 executed by Mr. Ram Kishan in favour of the answering defendant. It is wrong and denied that aforesaid registered sale deed could not have been executed by Mr. Ram Kishan. It is wrong and denied that Mr. Ram Kishan was not having any right, title or interest in the suit property on the date of execution and registration of sale deed bearing Vasika no. 3733 dated 13.5.2011.

12.Para no.12 of the plaint is absolutely wrong and is vehemently denied. It is wrong and denied that any legal notice was got issued by plaintiffs to the answering defendant. It is denied for want of knowledge as to whether any legal notice was got issued by plaintiffs to defendants no.4 to 7. In any case there was absolutely no rational motive for the plaintiffs to have got so many notice to the aforesaid defendants. It is wrong and denied that any illegalities have been omitted by defendants no.4 to 7. Without prejudice to the rights of the answering defendant and without admitting the dispatch of the alleged legal notice mentioned in the corresponding paragraph of the written

statement, it is respectfully submitted that defendants no.4 to 7 were under no obligation to respond to the misconceived alleged notice claimed to have been got dispatched by the plaintiffs. Notice if any has been created by the plaintiffs to collect false evidence to the prejudice of the answering defendant.

13.Para no.13 of the plaint is absolutely wrong and is vehemently denied. It is wrong and denied that intention of the answering defendant is to grab in the land of the plaintiffs. It is wrong and denied that plaintiffs plaintiffs were required to be made party to the transactions referred to above. It is wrong and denied that the land in question was/is ancestral in character. It is wrong and denied that plaintiffs had got any share in the suit land.

14.Para no.14 of the plaint is absolutely wrong and is vehemently denied. It is wrong and denied that suit land was ancestral in character. It is wrong and denied that plaintiffs were/are entitled to claim any share in the suit land. It is wrong and denied that the suit land was required to be got partitioned. It is wrong and denied that sale made in favour of the answering defendant is void ab initio.

15.Para no.15 of the plaint is absolutely wrong and is vehemently denied. It is wrong and denied that defendant no.1 is enjoying the protection/support of defendants no.4 to 7. It is wrong and denied that registered sale deed bearing Vasika no. 3733 dated 13.5.2011 duly executed by Mr. Ram Kishan in favour of the answering defendant is fraudulent/void and mutation has been wrongly sanctioned on the basis of the same.

16. Para no.16 of the plaint is absolutely wrong and is vehemently denied. It is wrong and denied that plaintiffs were/are required to

personally know defendant no.1. It is wrong and denied that any sale consideration amount was required to be paid to the plaintiffs upon execution and registration of sale deed bearing Vasika no. 3733 dated 13.5.2011 by Mr. Ram Kishan in favour of defendant no.1.

It is wrong and denied that any cheating has been done by defendant no.1. It is wrong and denied that alleged cheating came to the knowledge of plaintiffs for the first time in the month of February 2013. It is wrong and denied that by sheer chance, the plaintiffs went to defendant no.6 and thereafter to defendants no.4 and 5.

17.Para no.17 of the plaint is absolutely wrong and is vehemently denied.

It is wrong and denied that plaintiffs are in physical possession/full control of the suit land. It is wrong and denied that plaintiffs are enjoying any right in the suit land.

18.Para no.18 of the plaint is absolutely wrong and is vehemently denied.

It is wrong and denied that plaintiffs contacted any property dealer. It is wrong and denied that plaintiffs have come to know that defendant no.1 is trying to sell the suit land.

19.Para no.19 of the plaint is absolutely wrong and is vehemently denied.

It is wrong and denied that defendant no.1 as got no legal right to treat the suit land as property exclusively owned by her. It is wrong and denied that suit land is ancestral property of the plaintiffs. It is wrong and denied that plaintiffs were required to enter into any transaction of sale in favour of the answering defendant. It is wrong and denied that plaintiffs were required to be intimated in advance about the transaction of sale being entered into by Mr. Ram Kishan in favour of the answering defendant. All these allegations have been put forth by the plaintiffs merely to create a ground for filing of the present suit. In

fact, the plaintiffs were fully involved in the transaction of sale made by Mr. Ram Kishan in favour of the answering defendant.

In any case the sale was made by Mr. Ram Kishan for bona fide need and necessity of the entire family. The sale deed was executed and registered for bona fide needs and for genuine/extremely attractive sale consideration amount. It was specifically mentioned in the registered sale deed referred to above that the sale consideration amount was required by Mr. Ram Kishan for improving other properties and as he was in need of funds. The aforesaid sale deed had been got scribed by Mr. Ram Kishan. Thereafter, the same had been read over and explained to Mr. Ram Kishan. After fully understanding the contents and implications of the registered sale deed dated 13.5.2011, Mr. Ram Kishan had proceeded to execute the same. The attesting witnesses had also appended their signatures on the sale deed.

Thereafter, Mr. Ram Kishan had appeared before the sub registrar would also read over and explained the contents of the aforesaid sale deed to him. Before the sub registrar also, Mr. Ram Kishan as well as the attesting witnesses had proceeded to append their signatures on the aforesaid registered sale deed. Therefore, the said sale deed was voluntarily, knowingly and consciously executed by Mr. Ram Kishan after fully understanding and appreciating its contents and implications.

20.Para no.20 of the plaint is absolutely wrong and is vehemently denied.

It is wrong and denied that any cause of action has accrued to the plaintiffs to file the present suit. The jurisdiction of this honourable Court to try and decide the present suit is not denied.

21.Para no.21 of the plaint is absolutely wrong and is vehemently denied.

It is wrong and denied that any cause of action has accrued to the plaintiffs to file the present suit. It is wrong and denied that any cause of action accrued to the plaintiffs on 4<sup>th</sup> of May 2012, 12<sup>th</sup> of May 2012, 23<sup>rd</sup> of June 2012 or on any other date. It is wrong and denied that few unknown persons started visiting the suit land in the manner claimed by the plaintiffs. It is wrong and denied that any legal notice was dispatched by the plaintiffs to defendants no.4 to 7. It is wrong and denied that any fraudulent entry of sale deed was made in the revenue record in the manner claimed by the plaintiffs. It is wrong and denied that plaintiffs came to know through any property dealer that defendant no.1 was trying to sell the suit land. It is wrong and denied that alleged cause of action settled by the plaintiffs is subsisting and continuing.

It is respectfully submitted that no cause of action whatsoever has accrued to the plaintiffs to file the present suit. The alleged cause of action set up by the plaintiffs is false, bogus and fictitious.

22.Para no.22 of the plaint is absolutely wrong and is vehemently denied.

It is wrong and denied that suit has been properly valued for the purposes of court fee and jurisdiction. Actually, the plaintiffs are neither owners nor in physical possession of the suit land. Consequently, ad valorem court fee on the market value of suit land is liable to be fixed by the plaintiffs.

23.Para no.23 of the plaint is absolutely wrong and is vehemently denied.

It is wrong and denied that plaintiffs had got any bona fide case in their favour. It is wrong and denied that plaintiffs shall suffer any irreparable loss an injury by any act of defendant no.1. It is wrong and

denied that false and frivolous suit filed by the plaintiffs deserves to be decreed.

Prayer clause of the plaint is absolutely wrong and vehemently denied. It is wrong and denied that plaintiffs are entitled to any decree for declaration to the fact that the registered sale deed bearing Vasika no. 3733 dated 13.5.2011 executed by Mr. Ram Kishan in favour of the answering defendant upon receipt of extremely substantial sale consideration amount is liable to be declared null and void.

It is wrong and denied that any direction deserves to be given to defendants no.4 to 7 to cancel any revenue record. It is wrong and denied that any share of the plaintiffs is liable to be declared in the land in question. It is wrong and denied that the plaintiffs are entitled to any relief of declaration. It is wrong and denied that plaintiffs are entitled to any permanent injunction against defendant no.1.

It is respectfully submitted that defendant no.1 is full fledged and lawful owner in physical possession of the suit land having purchased the same on payment of valuable sale consideration. The answering defendant is a bona fide purchaser of the suit land. The sale made in favour of answering defendant is protected under law. Therefore, the answering defendant is competent and entitled to use, utilise, alienate and deal with the suit land in any manner deemed fit by her without any hindrance/obstruction of any nature being raised by the plaintiffs. The relief as sought by the plaintiffs is absolutely misconceived and does not deserve to be granted. The plaintiffs are not in physical possession of suit land. No restraint order in the manner sought by the plaintiffs deserves to be granted. It is wrong and denied that the defendant no.1 deserves to be directed to hand over any document to the plaintiffs.

It is, therefore, humbly prayed that in the interest of justice your honour may very kindly be pleased to dismiss the false and frivolous suit filed by the plaintiff with punitive cost.

Defendant no.1

Smt. Jagwati

Through Counsel:

S/Shri K.L. Dang, M.K. Dang,  
J.K. Dang, Advocates

Verification

Verified at Gurgaon on 13.8.2013 that the contents of paras no. 1 to 21 and preliminary objection no.6 of written statement are true and correct to my knowledge, contents of rest of the paras and preliminary objections are correct on the basis of information received and believed to be true, while last para is a prayer to this hon'ble court.

Defendant

IN THE COURT OF SHRI JOGINDER SINGH, CIVIL JUDGE  
GURGAON.

Mr. Deepak and another      Versus      Smt. Jagwati and others

SUIT FOR CANCELLATION OF SALE DEED PERMANENT  
INJUNCTION AND MANDATORY INJUNCTION,  
DECLARATION WITH CONSEQUENTIAL RELIEF.

WRITTEN STATEMENT

AFFIDAVIT

I, Smt. Jagwati wife of Shri Mohinder Singh, resident of A-10. Amrit Nagar, N.D.S.E. Part I, Kotla Mubarakpur, New Delhi do hereby solemnly affirm and declare as under:-

That the accompanying written statement has been drafted under my instructions. I have understood the contents of the said written statement. I say that the same are true and correct to my knowledge and belief. The contents of the aforesaid written statement may kindly be read as part of this affidavit. I am conversant with the facts of the present case. Hence I am competent to swear this affidavit.

Deponent

Verification

Verified at Gurgaon on 13.8.2013 that the contents of this affidavit are true and correct to my knowledge and belief, no part of it is false and nothing material has been concealed therein.

Deponent.