IN THE HIGH Court OF PUNJAB AND HARYANA AT CHANDIGARH

(i) **RSA No.5326 of 2019 (O&M)**

Suraj Pal **. . . Appellant**

vs.

Karishma Floricultures Limited and others . . . . Respondents

(ii) **RSA No.5336 of 2019 (O&M)**

Dev Bhushan Gupta **. . . Appellant**

vs.

Sat Narayan Bansal and others . . . . Respondents

* * **

(iii) **RSA No.5337 of 2019 (O&M)**

Suraj Pal **. . . Appellant**

vs.

Sat Narayan Bansal and others **. . . . Respondents**

* * **

(iv) **RSA No.5338 of 2019 (O&M)**

Dev Bhushan Gupta **. . . Appellant**

vs.

Karishma Floricultures Limited and others **. . . . Respondents**

* * **

(v) **COCP No.1945 of 2025 (O&M)**

Bimla Jain **. . . Petitioner**

vs.

Sat Narayan Bansal and another **. . . . Respondents**

* * **

(vi) **COCP No.265 of 2025 (O&M)**

Prabhat Kumar and another **. . . Petitioners**

vs.

Sat Narayan Bansal and others **. . . . Respondents**

* * **

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

Reserved on: August 11, 2026

Pronounced on: September 02, 2026

Pronounced fully/operative part : Fully

* * * *

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Argued By:- Mr. S.K. Garg Narwana, Sr. Advocate with
Mr. Gaurav Datta, Mr. S.K. Tiwani and
Mr. Shubham Goyal, Assisting counsels
for the appellant(s) in RSA No.5336 & 5338 of 2019.

Mr. Aashish Chopra, Sr. Advocate, with
Mr. Varun Aryan Sharma, Advocate
for the appellant(s) in RSA Nos.5326 & 5337 of 2019.

Mr. Amit Jain, Sr. Advocate, with
Ms. Aeshna Jain, Advocate, for the applicant
in CM-5129-C-2022 in RSA-5336-2019.

Mr. Suvir Sidhu and Mr. Mandeep Singla, Advocates,
for the applicant in CM-396-C-2020 in RSA-5336-2019.

Mr. Ashish Aggarwal, Sr. Advocate with
Mr. Vishal Pundir and Mr. Lokesh Bhola, Advocates
for the applicant(s) in CM-2827-C-2021 in RSA-5338-2019,
CM-2828-C-2021 in RSA-5336-2019, CM-2833-C-2021 in RSA-5337-2019, CM-2839-C-2021 in RSA-5326-2019 and
for petitioner(s) in COCP-265-2025.

Mr. Akshay Kumar Jindal, Sr. Advocate with
Mr. Bhavya Vats, Advocate
for the petitioner(s) in COCP No.1945 of 2025.
for the applicant in CMs.2875 & 2881-2020.

Mr. Rupinder Singh Khosla, Sr. Advocate with
Mr. Aman Sharma, Chirag Suri, Yogendar Verma,
Mankreet Sangar, Mr.Aryan Katoch, Mr.Sandeep Sharma and
Mr. Sartej Singh Sudan, Assisting counsels for the respondent(s).

Mr. Sunil Chadha, Sr. Advocate with
Mr. Abhilaksh Grover, Advocates
for the respondent(s) in RSA No.5326, 5336, 5337
& 5338 of 2019.

Mr. Rakesh Dhiman and Mr. Kamaljeet Dahiya, Advocates,
for the respondent (in CM-10490-C-2026 in RSA-5336-2019).

Mr. Atul Lakhanpal, Sr. Advocate with
Mr. Aruindpal Singh Grover, Advocate
for the applicant in CM No.2881-C of 2020 in RSA-5336-2019.

Mr. Kamaljeet Dahiya, Advocate for the applicant in

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

CM-10490-C-2026 in RSA-5336-2019.

DEEPAK GUPTA, J.

Introduction:

This common judgment shall dispose of four Regular Second Appeals, two contempt petitions and the connected miscellaneous applications filed during pendency of the appeals. Since all the proceedings arise out of the same litigation and concern overlapping questions relating to the title to and possession of the same property, they are being considered together. The applications concerning impleadment, subsequent transactions and withdrawal/ compromise shall be dealt with separately at the appropriate stage.

Background Facts :

2. The litigation has its origin in Civil Suit No.308 of 1990, instituted initially by plaintiff No.1-Dev Bhushan Gupta against defendants No.1 to 5. The scope of suit was subsequently enlarged, during its pendency, by impleadment of defendants No.6 and 7 and, after restoration of the ex parte decree, by impleadment of plaintiff Nos.2 to 5 and defendant No.8. Thus, by the time the suit was finally adjudicated after due contest, there were five plaintiffs and eight defendants.

3. The suit was one for declaration with consequential relief of permanent injunction in respect of the land described in paragraphs 1 (a) and 1(b) of the plaint. The major controversy was whether plaintiff No.1-Dev Bhushan Gupta had executed a General Power of Attorney dated 26.07.1990 in favour of defendant No.1-Devender Kumar Vashisht and, if so, whether the five sale deeds dated 28.07.1990 executed by defendant No.1 in favour of defendants No.2 to 4 on the strength of the said GPA were valid and binding upon the plaintiff.

Plaintiff's Case:

4. The case of plaintiff No.1 was that he had acquired title to the suit property through registered sale deeds dated 30.01.1989, followed by mutations Nos.396 and 397 sanctioned on 23.02.1989. According to him, he

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

never executed any General Power of Attorney in favour of defendant No.1. His case further was that he came to know that an attempt was being made to fabricate or misuse a GPA in his name and, accordingly, he approached the registration authorities by telegrams and written communications before the subsequent sale transactions were registered. Despite those objections, a GPA dated 05.07.1990, shown as registered on 26.07.1990, came to be relied upon by defendant No.1 for execution of five sale deeds, all dated 28.07.1990, in favour of defendants No.2 to 4.

5. Plaintiff No.1 accordingly challenged the GPA as forged, fabricated and unauthorised and consequentially assailed the five sale deeds dated 28.07.1990 as null, void, illegal and not binding upon his rights. The subsequent transactions made by defendants No.2 to 4 in favour of defendants No.6 and 7 were also brought within the challenge.

Stand of Defendants:

6.1 Defendants No.1 and 5 did not contest the suit and were proceeded against ex parte.

6.2 Defendants No.2 to 4 contested the suit and claimed themselves to be bona fide purchasers.

6.3 Defendants No.6 and 7, who subsequently became the principal contestants, denied the allegations and supported the validity of the GPA and the transactions flowing therefrom.

Proceedings before Courts below:

7. The procedural history of the suit is somewhat unusual. After defendants No.6 and 7 had initially been proceeded ex parte, an ex parte decree came to be passed on 12.04.1999. On an application moved by defendants No.6 and 7, the said ex parte decree was subsequently set aside and the suit was restored for adjudication on merits. In the restored proceedings, plaintiff Nos.2 to 5 were impleaded on the basis of transactions, through which they claimed title from plaintiff No.1 or his subsequent

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

vendee, while defendant No.8-IDBI Bank was impleaded on the ground that defendant No.6 had mortgaged the property with the Bank.

8. The Trial Court, after recording evidence of the parties and considering the documentary material, decreed the suit vide judgment and decree dated 07.01.2013. The Trial Court accepted the plaintiff's challenge to the GPA and consequently held the sale transactions founded thereon to be ineffective against the rights claimed by the plaintiffs.

9. Two appeals came to be preferred against the judgment and decree of the Trial Court, one by defendant No.6-Sat Narayan Bansal and the other by defendant No.7-Karishma Floriculture Limited.

10. The learned First Appellate Court, vide common judgment dated 18.09.2019, allowed both appeals and reversed the decree of the Trial Court. The First Appellate Court accepted the GPA as genuine and consequently upheld the transactions flowing therefrom, resulting in dismissal of the suit.

11. It is against the aforesaid reversal that the present four Regular Second Appeals have been preferred. Two appeals have been filed by plaintiff No.1-Dev Bhushan Gupta, and two by plaintiff No.5-Suraj Pal.

12. Since all four appeals arise from the same common judgment and involve substantially overlapping questions concerning the title to the suit property besides the validity of the GPA and the transactions emanating therefrom, they are being decided together.

Subsequent developments:

13. The litigation, however, did not end with the filing of the present appeals. During their pendency, several transactions concerning different portions of the suit property were brought to the notice of this Court. This Court, vide order dated 04.12.2019, directed maintenance of status quo in respect of the suit property.

14. Despite pendency of the appeals and the aforesaid interim order, further transactions have been placed on record, resulting in several

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

applications for impleadment under Order I Rule 10 and/or Order XXII Rule 10 CPC, besides applications for taking subsequent compromises on record and applications seeking withdrawal of the appeals.

15. One set of applicants claim through plaintiff No.1-Dev Bhushan Gupta and the subsequent vendees deriving title through him; whereas another set claims through defendant No.6-Sat Narayan Bansal and persons deriving title from him. The respective claims of these applicants cannot be examined in isolation from the result of the present appeals because the validity of the competing chains of title ultimately will depend on the finding to the question as to whether the GPA relied upon by defendant No.1 was validly executed by Dev Bhushan Gupta.

16. During pendency of the appeals, plaintiff No.1-Dev Bhushan Gupta also moved applications seeking withdrawal of his appeals on the basis of subsequent settlements. Plaintiff No.5-Suraj Pal similarly sought withdrawal of his appeals on the basis of settlements stated to have been entered into with persons representing the opposite chain of title. These applications have been opposed by various applicants claiming that their interests would be prejudiced if the appeals are permitted to be withdrawn without consideration of their asserted rights.

17. The Court has before it, therefore, two distinct but interconnected aspects. The first concerns the rights of persons, who claim to have acquired interests in the suit property during pendency of the litigation. The second concerns the substantive adjudication of the four appeals, in which the central issue remains the validity and genuineness of the GPA.

18. The subsequent applications shall be considered separately. At this stage, it is sufficient to observe that the pendency of such applications and the subsequent transactions do not alter the original controversy, which this Court is required to determine in the four Regular Second Appeals.

Rival cases on the main controversy:

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

19. The case of plaintiff No.1, in substance, is that he remained the owner of the suit property; that he never authorised defendant No.1 to alienate the same; that the GPA dated 05.07.1990 was not executed by him; and that the five sale deeds dated 28.07.1990 were consequently executed without authority and could not affect his title. The plaintiff relies, inter alia, upon the disputed signatures appearing on the GPA, the opinions of the handwriting expert, the telegrams and notices preceding the sale transactions, and his prompt institution of the suit after coming to know of the alienations.

20. The contesting defendants, on the other hand, maintain that the plaintiff had been dealing in property along with defendant No.1; that negotiations for sale of the property were in progress; that an amount of ₹3,50,000/- was paid to the plaintiff; that the GPA was voluntarily executed by him; that it was thereafter duly registered; and that defendant No.1 acted within the authority conferred upon him while executing the five sale deeds dated 28.07.1990. They further rely upon the testimony of the attesting witness and the Sub-Registrar, the presence of several signatures of the plaintiff on the GPA and the subsequent possession of the original title documents by the purchasers.

21. The controversy is complicated by the handwriting evidence. The plaintiff's expert questioned the genuineness of the signatures on GPA relied upon by the defendants, whereas the defence expert accepted several signatures appearing on the GPA as those of Dev Bhushan but also opined that Q6/D1 were not his signatures and had been subsequently inserted. Thus, the evidentiary question is not capable of being answered merely by saying that the entire GPA is either wholly genuine or wholly forged. The Court is required to determine what inference, if any, follows from the conflicting expert evidence when considered with the remaining evidence.

Substantial question of law and scope of interference

22. Since the present proceedings arise under Section 100 CPC, this Court cannot convert the second appeal into a third round of appreciation of

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

evidence merely because another view of the evidence may be possible. The First Appellate Court is the final Court on facts and its conclusion is ordinarily entitled to acceptance. Interference is justified, where the finding is vitiated by a substantial error of law, perversity, consideration of irrelevant material, exclusion of material evidence, or where the evidence taken as a whole is incapable of reasonably supporting the conclusion reached. The Hon'ble Supreme Court has reiterated that perversity in a finding of fact may itself furnish a substantial question of law, but has equally cautioned that the High Court cannot substitute its own appreciation merely because it may prefer another view. Reliance can be placed on ***Hero Vinoth (minor) v. Seshammal, (2006) 5 SCC 545; Dinesh Kumar v. Yusuf Ali, (2010) 12 SCC 740; and Bharatha Matha v. R. Vijaya Renganathan, (2010) 11 SCC 483.***

23. In the present case, the question is therefore not whether this Court, if sitting as the first appellate Court, might have reached a different conclusion. The question is whether the conclusion reached by the learned First Appellate Court that the GPA was genuinely executed by Dev Bhushan, is legally sustainable on the evidence, and whether the reasoning adopted in support thereof suffers from such infirmity as would warrant interference under Section 100 CPC.

Standard of Proof:

24. The first aspect requiring consideration is the standard on which the allegation that the GPA is forged and fabricated has to be examined. The learned First Appellate Court, while dealing with the allegation of fraud and forgery, appears to have proceeded on the premise that such allegation was required to be established beyond reasonable doubt. That proposition, insofar as it equates the standard in the present civil proceedings with the standard applicable to a criminal prosecution, cannot be accepted.

25. The Hon'ble Supreme Court in ***Rattan Singh and others v. Nirmal Gill and others, 2021 (15) SCC 300***, while dealing with a challenge to a General Power of Attorney of the year 1990 on the allegation of fraud and forgery, reiterated that the standard of proof in a civil dispute is

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

preponderance of probabilities and not proof beyond reasonable doubt. The Court, while considering discrepancies in the disputed GPA, assessed the evidence of the attesting witness, scribe and other witnesses cumulatively and held that the surrounding evidence had to be seen as a whole.

26. The seriousness of an allegation of fraud or forgery undoubtedly calls for careful scrutiny and cogent evidence; but the civil standard remains that of preponderance of probabilities. The gravity of the allegation does not, by itself, convert the civil standard into the criminal standard of proof beyond reasonable doubt.

27. The burden, therefore, initially lay upon plaintiff No.1, who asserted that he had never executed the GPA and that the document relied upon by the defendants was fabricated in his name. The question before this Court is whether, on consideration of the entire evidence, that assertion is more probable than the defence version that the GPA was voluntarily executed by him.

28. The Court is conscious that the document in question is not an isolated piece of paper produced for the first time during the litigation. It bears a specific date of execution, was registered shortly thereafter, was acted upon by defendant No.1 through the five sale deeds dated 28.07.1990, and was followed by subsequent transactions in respect of the property. Each of these circumstances has to be examined, without treating any one of them as conclusive.

Handwriting expert evidence:

29. Considerable emphasis has been placed by both sides upon the handwriting evidence. Plaintiff's expert questioned the genuineness of the signatures relied upon by the defendants. The defendant's expert, on the other hand, accepted several signatures appearing on the GPA as genuine signatures of Dev Bhushan, though he opined that Q6/D1 were not his signatures and had subsequently been inserted.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

30. Thus, the expert evidence does not present a simple situation in which one expert says that the entire document bears forged signatures and the other says that every signature is genuine. The defence expert himself has accepted the possibility of interpolation in respect of Q6/D1. That circumstance has to be given its due weight.

31. At the same time, expert opinion regarding handwriting is only opinion evidence and is not conclusive by itself. The reason for requiring caution is also inherent in the nature of handwriting comparison. Unlike identification through fingerprints or thumb impressions, where the identifying characteristics are highly distinctive and the science of comparison has attained a very high degree of reliability, handwriting is a product of human movement and may vary depending upon the age, health, physical condition, writing instrument, speed, pressure, circumstances and other factors attending the act of writing. Consequently, even an expert opinion based upon comparison of admitted and disputed signatures is not infallible. The Hon'ble Supreme Court in ***Murari Lal v. State of Madhya Pradesh, (1980) 1 SCC 704***, while explaining the distinction, observed that the science of identification of fingerprints had attained near-perfection, whereas identification of handwriting was not equally perfect and therefore carried a higher risk of error. The Court consequently held that the reasons supporting the expert's opinion must be carefully examined and the opinion assessed in the light of the other evidence on record.

32. This distinction assumes particular implication in the present case because the Court is confronted with conflicting opinions of two handwriting experts. The Court is not required to choose between the two opinions merely by counting the number of signatures found to be similar or dissimilar. What is required is to examine the reasons forming the basis of each opinion and then test those opinions against the proved and admitted circumstances. As explained in ***Murari Lal's Case (supra),*** an expert deposes but does not decide; the ultimate determination remains that of the Court after considering the expert's reasoning together with the other evidence.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

33. The circumstance that several signatures appearing on the GPA have been found to be genuine is therefore of considerable significance. It cannot be treated as equivalent to a fingerprint match, nor does it by itself conclusively establish execution of the document. But it is also not a circumstance, which can be brushed aside. The Court has to consider what probability arises, when those genuine signatures are viewed alongside the disputed signature, the registration of the document, the admitted negotiations between the parties, the receipt of ₹3,50,000/-, the evidence concerning custody of the original title documents and the subsequent conduct of the parties.

34. The evidentiary value of the expert opinions, therefore, lies not in their mere existence but in the extent to which they fit with the proved and admitted circumstances of the case.

35. In the present case, five signatures appearing on the document have been found by the defendant's expert to be genuine signatures of Dev Bhushan. That circumstance cannot be treated as insignificant. If the plaintiff's case is that he never executed the GPA at all, the existence of several admitted or otherwise established genuine signatures of his on the same instrument requires an explanation.

36. It is true that a person may have signed blank papers or may have signed a document without understanding its contents. But that was not the specific case pleaded by Dev Bhushan. His case was substantially one of complete non-execution of the GPA.

37. Once several signatures are found to be genuine, the Court cannot simply assume that the document was fabricated in its entirety. Nor would it be appropriate to reason that because Q6/D1 are disputed, all the other genuine signatures must necessarily have been used fraudulently.

38. There is another aspect, which deserves notice. If the entire GPA was fabricated by the defendants with the object of creating a false appearance of authority, there would ordinarily be no apparent reason for

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

inserting a number of genuine signatures of Dev Bhushan and thereafter deliberately introducing only one disputed signature so as to create an instrument capable of being acted upon. The presence of the genuine signatures therefore constitutes a circumstance supporting the existence of an underlying genuine dealing, though it cannot by itself establish the precise manner in which the document came to be completed.

39. The possibility that Q6/D1 were subsequently inserted, therefore, cannot be equated with proof that Dev Bhushan never executed the GPA. The former circumstance may create doubt about the manner of completion of the document; it does not necessarily destroy the latter.

40. If the plaintiff had never executed the GPA, the presence of several genuine signatures of his on the same instrument becomes a circumstance requiring a cogent explanation. The disputed signature may cast doubt upon the manner in which that particular portion of the document came to be incorporated, but it does not, by itself, lead to the conclusion that the entire instrument was fabricated. The Court must, therefore, distinguish between a possible irregularity or interpolation in one part of the document and the much broader allegation that the GPA itself was never executed by the plaintiff.

41. The Court accordingly treats Q6/D1 as a circumstance creating suspicion, but not as a circumstance which is conclusive of the plaintiff's plea of total non-execution.

Registration of the GPA:

42. The GPA was stated to have been executed on 05.07.1990 and registered on 26.07.1990. The registration assumes significance because the document was presented before a statutory registration authority contemporaneously with the transaction.

43. Registration by itself does not make a forged document genuine. A registered document can undoubtedly be challenged and its execution can be disproved by appropriate evidence. At the same time, registration is a

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

relevant circumstance in assessing whether the document relied upon by the defendants was merely a subsequently fabricated instrument.

44. The evidence of the registration official shows that the instrument was presented and registered in the ordinary course. The fact that identification may have been undertaken through identifying witnesses rather than by an independent verification of the executant does not render the registration meaningless. It merely limits the extent to which the registration evidence can independently establish identity.

45. Thus, the registration evidence cannot be treated as conclusive proof of execution; but neither can it be excluded from consideration while assessing the probability of the rival versions.

Attesting witness and other witnesses:

46. The defendants also rely upon the testimony of DW8-Hemant Vashisht, an attesting witness to the GPA. He specifically deposed that Dev Bhushan had executed the GPA in favour of defendant No.1 and that he had attested the document. The plaintiff has seriously questioned the credibility of this witness on the ground that he is the real brother of defendant No.1. The relationship is undoubtedly a circumstance, which requires the Court to examine his testimony with caution. It does not, however, constitute a legal ground for discarding his evidence altogether.

47. The fact that the witness was related to defendant No.1 was within the knowledge of the plaintiff. The plaintiff had full opportunity to cross-examine him on the circumstances, in which the GPA was allegedly executed and attested and to bring on record material, if available, indicating that his assertion regarding the execution of the GPA was false. The mere fact that the witness was a close relative of defendant No.1 cannot, therefore, be treated as sufficient cause to reject his testimony. Relationship is a circumstance relevant to the appreciation of evidence, but not by itself a ground for discarding otherwise admissible testimony.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

48. More importantly, the evidence of DW8 does not stand alone. His testimony has to be considered along with the contemporaneous registration of the GPA, the evidence of the Sub-Registrar, the presence of several signatures of Dev Bhushan, which the defendant's expert found to be genuine, the admitted negotiations and receipt of ₹3,50,000/-, and the circumstances concerning the original title documents. The question, therefore, is not whether DW8 can be regarded as an entirely independent witness, but whether his testimony, when tested against the other evidence on record, adds probability to the defendants' version. The Hon'ble Supreme Court in ***Rattan Singh***'s ***Case (supra)*** cautioned against discarding the evidence of a witness merely because he was acquainted with the party, whose case he supported, where his testimony was otherwise consistent with the surrounding evidence.

49. The plaintiff has also relied upon the opinion of his handwriting expert and the evidence concerning Q6/D1 to contend that the statement of DW8 that Dev Bhushan signed the GPA in his presence cannot be accepted. That circumstance certainly affects the weight of his testimony. But the Court must be cautious not to reason backwards from the disputed signature to the complete rejection of the witness's evidence. The expert opinion itself has to be evaluated along with the other circumstances, and the ultimate question remains whether the plaintiff has established that he never executed the GPA at all.

Telegram and notices issued by Dev Bhushan:

50. The plaintiff has relied strongly upon the telegrams and written communications sent by him in July 1990, before registration of the GPA, requesting the authorities not to register any sale deed through an alleged attorney.

51. This is undoubtedly a noteworthy circumstance in favour of the plaintiff. A person who apprehends misuse of a power of attorney in his name would ordinarily be expected to alert the registration authorities. The Court cannot, however, stop the enquiry at this point. The existence of the

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

telegrams establishes that Dev Bhushan had, by that time, developed apprehension concerning an alleged GPA or its possible misuse. It does not by itself establish that no GPA had been executed by him on 05.07.1990.

52. The chronology is important. The GPA bears the date 05.07.1990; the plaintiff's first telegram was sent on 07.07.1990; the GPA was registered on 26.07.1990; the five sale deeds were executed on 28.07.1990; and the suit was instituted on 03.08.1990.

53. The plaintiff's prompt institution of the suit is wholly consistent with his case that he objected to the transactions immediately upon learning of them. It is not, by itself, evidence that he had anticipated the execution of the sale deeds. At the same time, the telegrams do not answer the anterior question whether the GPA had actually been executed two days before the first telegram. They are therefore an important circumstance, but not a decisive one.

Admitted negotiations and receipt of ₹3,50,000/-:

54. A further circumstance, which requires particular consideration is the admitted receipt of ₹3,50,000/- by Dev Bhushan. The amount was not disclosed by him in the plaint and came to light during his cross-examination, when the defendants confronted him with their case. Dev Bhushan admitted receipt of the amount, but explained that it had been received during negotiations and bargaining and that the negotiations ultimately did not culminate in a concluded transaction.

55. The mere receipt of money during negotiations cannot, by itself, establish that a concluded transaction had taken place. Parties may exchange money by way of advance, earnest money or otherwise even while negotiations are continuing. The explanation offered by Dev Bhushan is, therefore, not inherently impossible. However, once receipt of such a substantial amount is admitted, his subsequent conduct assumes significance. If the negotiations had failed and there was no concluded transaction, the Court would reasonably expect some explanation as to what happened to the amount thereafter and, in particular, why the money was

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

retained instead of being promptly returned to the person from whom it had been received. No satisfactory explanation in this regard emerges from the evidence.

56. The omission to disclose the receipt of ₹3,50,000/- in the plaint is also not an irrelevant circumstance. The plaintiff was himself asserting that there had been no genuine transaction or dealing, which could have led to the disputed GPA and sale deeds. In that background, the existence of a substantial monetary transaction between him and persons connected with the subsequent conveyances was a material fact. Its disclosure only when specifically confronted in cross-examination affects the weight of the explanation subsequently offered by him.

57. At the same time, this circumstance cannot be elevated into proof that the GPA was necessarily executed or that the disputed sale transactions were concluded pursuant to a prior bargain. Its proper significance is narrower but important, as it establishes that there were real financial dealings and negotiations concerning the very property between Dev Bhushan and persons connected with the subsequent transactions.

58. When this circumstance is considered cumulatively with the other evidence, it makes the defendants' version of some genuine underlying dealings more probable than a case of a wholly fabricated transaction having no connection whatsoever with Dev Bhushan. This circumstance materially weakens the theory that the entire transaction was fabricated without any genuine dealing between the parties.

Original title deeds and Ex.D12

59. The circumstance concerning sale deed Ex.D12 deserves separate and detailed consideration because it relates to the very root of title. This original registered sale deed, through which Dev Bhushan had acquired ownership of the suit property ultimately came to be produced from the custody of persons claiming through the disputed GPA and the subsequent transactions. An original title deed relating to valuable immovable property is not ordinarily expected to come into the possession of

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

a stranger without some underlying transaction or explanation. Its custody, therefore, is a circumstance of considerable evidentiary significance.

60. The learned Trial Court viewed this circumstance with suspicion, particularly with regard to the manner in which the document came to be produced and the explanation offered by the defendants regarding its custody. That aspect cannot be brushed aside. At the same time, while appreciating this circumstance, the Court has to consider not merely whether the defendants have explained every detail concerning the custody of Ex.D12, but also whether the plaintiff's own explanation as to how his original title deed left his possession and ultimately came into the hands of persons claiming under the disputed transaction is satisfactory.

61. Dev Bhushan explained that the documents had been misplaced while he was staying at the house of the sister of defendant No.1. The explanation is not inherently impossible. Documents can undoubtedly be misplaced or lost. However, the document in question was the original title deed of valuable immovable property. In such circumstances, the Court would ordinarily expect some contemporaneous conduct indicating that the plaintiff had noticed its disappearance and had taken steps for its recovery or had reported its loss.

62. No contemporaneous police report, DDR, public notice or other independent material has been brought on record to show that the plaintiff had treated the disappearance of the original title deed as an event requiring immediate action. More importantly, there is no satisfactory evidence explaining when the plaintiff discovered that the original title deed was no longer in his possession, what steps he took thereafter to recover it, or how it ultimately came to be traced to persons claiming through the disputed transaction. The explanation, therefore, remains essentially an assertion made in the course of the litigation and is not supported by contemporaneous conduct.

63. The implication of this circumstance becomes greater, when the nature of the competing cases is kept in view. The defendants' case is that

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

the original title documents formed part of the chain of transactions pursuant to which the property was dealt with and thereafter remained with the purchasers. If that version is accepted, the presence of the original title deed with persons claiming through the transactions is readily understandable. If, on the other hand, the plaintiff's case that he never executed the GPA and that the entire transaction was fabricated is accepted, the presence of his original title deed with the persons claiming under that very transaction requires a further explanation.

64. The Court is conscious that custody of an original title deed cannot, by itself, establish execution of the GPA or validate an otherwise forged transaction. Equally, the mere fact that the defendants were found in possession of the original document cannot conclusively establish that the plaintiff voluntarily delivered it to them. The circumstance is therefore not being treated as conclusive. Its consequence lies in its corroborative value while testing the competing versions on the standard of preponderance of probabilities.

65. In this context, the absence of contemporaneous evidence regarding the alleged loss of the original title deed assumes importance. The plaintiff took the position that he had anticipated misuse of the alleged GPA and, according to his own case, took several precautions by sending telegrams and notices to the registration authorities. Yet, when the original title deed itself was allegedly lost or misplaced, there is no corresponding contemporaneous record of his having reported or otherwise acted upon such loss. This contrast in his conduct is a circumstance, which cannot be ignored.

66. When Ex.D12 is considered cumulatively with the admitted negotiations and receipt of ₹3,50,000/-, the several signatures of Dev Bhushan found to be genuine by the defendant’s expert, the contemporaneous registration of the GPA and the evidence surrounding its execution, the custody of the original title deed materially strengthens the defendants' version. It is not, by itself, proof of execution; but taken together

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

with these other circumstances, it makes the existence of a genuine underlying transaction substantially more probable than the plaintiff's version of a wholly fabricated transaction in which he had no participation whatsoever.

Subsequent conduct and investment:

67. The defendants have also relied upon the subsequent possession, development, investment and mortgage of the property.

68. The subsequent conduct can neither retrospectively validate an instrument which was void from inception, nor can substantial investment create title where none existed. Its evidentiary implication is narrower. When competing versions are being tested on the standard of preponderance of probabilities, the conduct of parties, who acted upon registered documents for years may constitute corroborative evidence of the manner in which the parties themselves understood the transaction.

69. The fact that purchasers dealt with the property, obtained possession of original title documents, created mortgage rights and invested substantial amounts is thus not being treated as proof of execution of the GPA. However, it is a circumstance, which fits more naturally with the existence of a transaction than with the theory that the entire chain was fabricated without any genuine dealing.

Cumulative assessment of the evidence:

70. After considering the material circumstances relied upon by both sides individually, the question before the court now is whether those circumstances, when placed together and viewed in their proper chronological and evidentiary setting, establish the plaintiff's case that he never executed the GPA or, on the contrary, make the defendants' version that the GPA was genuinely executed by him the more probable one. Since the issue is one of fact to be determined on the civil standard of preponderance of probabilities, the Court must assess the overall probability emerging from the entire evidence, rather than attaching decisive significance to any isolated circumstance.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

71. The plaintiff's case is founded upon a specific and emphatic assertion that he never executed the GPA dated 05.07.1990 and that the document relied upon by the defendants was a forged and fabricated instrument. The allegation, therefore, is not merely that the document was subsequently misused, or that its terms were exceeded, or that some part of it was subsequently altered. The case set up by the plaintiff is substantially one of complete non-execution.

72. The following are the circumstances relied upon by the plaintiff in support of that case, which are not immaterial.

- He sent telegrams and notices to the concerned authorities in July 1990;
- he objected to registration of any transaction through an alleged attorney;
- he instituted the civil suit within a few days of the execution of the five sale deeds;
- he consistently denied execution of the GPA; and
- his handwriting expert disputed the genuineness of the signatures in question.
- The opinion of the defendant's expert regarding Q6/D1 also does not completely support the defendants, as that expert himself opined that the said signature was not that of Dev Bhushan.

73. These circumstances undoubtedly create suspicion and have, therefore, been given due consideration. In particular, the telegrams preceding registration of the GPA cannot be brushed aside. A person, who apprehends misuse of an alleged power of attorney would ordinarily be expected to take steps to alert the registration authorities. Likewise, the prompt institution of the suit is consistent with the plaintiff having objected to the transactions at the earliest opportunity.

74. But the existence of the above circumstances does not, by itself, answer the anterior question, as to whether Dev Bhushan had in fact

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

executed the GPA on 05.07.1990. The telegrams establish his apprehension and objection; the prompt suit establishes his subsequent challenge. Neither circumstance conclusively establishes that the GPA was never executed. The Court must, therefore, examine these circumstances against the evidence concerning what preceded and followed them.

75. The ***first circumstance***, which materially weighs with the Court is the admitted receipt of ₹3,50,000/- by Dev Bhushan. This was not a transaction, which the defendants were required to establish solely through disputed documentary evidence. The plaintiff himself admitted receipt of the amount, though he explained it as money received during negotiations, which ultimately failed.

76. The explanation is possible and the Court does not treat the receipt of money as proof by itself of execution of the GPA. But two aspects of the plaintiff's conduct assume significance. *Firstly*, the receipt of such a substantial amount was not disclosed in the plaint, despite the plaintiff's case that there had been no genuine transaction concerning the property. *Secondly*, if the negotiations had failed and there was no concluded transaction, the retention of the amount called for some explanation. There is no satisfactory evidence showing its prompt return or explaining why the amount continued to remain with the plaintiff.

77. The importance of this circumstance is not that retention of the money necessarily establishes a completed sale. It does not. Its implication is that it validates the existence of real and substantial financial dealings between Dev Bhushan and persons connected with the subsequent transactions. That circumstance sits uneasily with a theory that the entire transaction was fabricated by the defendants without any genuine underlying dealing with the plaintiff.

78. The ***second*** and more important ***circumstance*** is the custody of the original title deed, Ex.D12. The original document through which Dev Bhushan had acquired title to the property ultimately came into the possession of persons claiming through the disputed transaction. The

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

plaintiff's explanation that the documents had been misplaced while he was staying at the house of the sister of defendant No.1 is possible, but it lacks contemporaneous corroboration. There is no satisfactory material showing when the document was discovered to be missing, what steps were taken for its recovery, or that its alleged loss was contemporaneously reported.

79. The significance of Ex.D12 becomes apparent, when the rival theories are compared. If the plaintiff's case of complete fabrication is accepted, the presence of his original title deed with persons claiming under the very transaction alleged to be fabricated requires an additional and convincing explanation. If, on the other hand, the defendants' case of an actual transaction is accepted, the presence of the original title document in the transaction chain becomes readily understandable. The Court is not treating custody of the original title deed as conclusive proof of the GPA; but as a circumstance in the cumulative assessment, it carries substantial weight.

80. The ***third circumstance*** concerns the signatures appearing on the GPA. The defendant’s expert found several signatures of Dev Bhushan to be genuine. The plaintiff's case of complete non-execution necessarily requires the Court to explain how several genuine signatures of Dev Bhushan came to appear on the same instrument. The possibility of subsequent insertion or alteration cannot be ruled out merely because one signature, Q6/D1, has been found disputed. But that possibility does not, without further evidence, establish that the entire instrument was fabricated.

81. The distinction between Q6/D1 and the other signatures is therefore material. If one particular signature is found to be doubtful or subsequently introduced, the Court has to determine whether that circumstance destroys the entire transaction or merely raises a question concerning that particular part of the document. In the present case, there is no sufficient evidence to establish that the existence of Q6/D1 necessarily means that all the other genuine signatures were procured or utilised without the plaintiff's knowledge.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

82. The Court has also considered the testimony of DW8-Hemant Vashisht, the attesting witness to the GPA. His relationship with defendant No.1 undoubtedly requires caution in appreciating his testimony. But relationship is a circumstance affecting weight and not an automatic ground for rejection. His testimony has to be examined alongside the documentary and other independent circumstances. When so examined, it cannot be said that his evidence stands wholly isolated from the rest of the record.

83. The fact of registration of the GPA also assumes some significance. Registration does not conclusively establish execution, and a registered document can undoubtedly be challenged on the ground of forgery. Nevertheless, the GPA was presented before the registration authority, was got registered on 26.07.1990 and was immediately acted upon by execution of five sale deeds on 28.07.1990. The registration evidence, therefore, constitutes a contemporaneous circumstance, which is more consistent with an instrument being treated as operative at that time than with a document fabricated much later for purposes of litigation.

84. The plaintiff's conduct after the transaction, though supporting his prompt challenge, also contains aspects, which require consideration against him. He took several precautions by sending telegrams and notices to prevent registration through the alleged attorney, yet there is no contemporaneous criminal complaint or other independent material showing that, after discovery of the alleged forgery and execution of the sale deeds, he treated the matter as one of forgery or impersonation requiring immediate criminal action. The prompt filing of the civil suit is undoubtedly relevant; the absence of such contemporaneous action is also a circumstance, which the Court is entitled to weigh. Neither circumstance is conclusive by itself.

85. The Court has thus not approached the matter by asking whether the defendants have removed every suspicion arising from the plaintiff's evidence. That would impose a standard higher than that required in a civil proceeding. The proper question is whether, on the entire evidence,

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

the plaintiff has established his assertion of complete non-execution, or whether the circumstances relied upon by the defendants make execution of the GPA the more probable explanation.

86. On such cumulative assessment, the Court finds that the defendants' version, with following circumstances, carries greater probability.

- The admitted payment of ₹3,50,000/- establishes genuine financial dealings;
- the plaintiff's failure to disclose that material fact in the plaint and the absence of a satisfactory explanation regarding its retention affect the credibility of his subsequent explanation;
- the presence of several genuine signatures of Dev Bhushan on the GPA materially weakens the theory of complete fabrication;
- the registration of the GPA and the evidence surrounding its attestation provide contemporaneous support; and
- the custody of the original title deed, Ex.D12, is a particularly significant circumstance, which the plaintiff has not satisfactorily explained.

These circumstances reinforce one another.

87. Against this cumulative body of evidence, stand the telegrams and notices issued by Dev Bhushan, his prompt institution of the suit, his consistent denial of execution and the opinion concerning Q6/D1. These circumstances create genuine doubt and cannot be discarded. But the question is not whether they create doubt in the abstract; the question is whether they outweigh the cumulative probabilities arising from the evidence supporting execution. In the considered view of this Court, they do not.

88. The Court accordingly holds, on the preponderance of probabilities, that Dev Bhushan executed the GPA dated 05.07.1990 in favour of defendant No.1, which was thereafter registered on 26.07.1990. This

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

conclusion does not mean that every circumstance surrounding the document stands satisfactorily explained or that the possibility of alteration of a particular portion, including Q6/D1, has been conclusively eliminated. The Court is only recording that such circumstance, viewed in the context of the entire evidence, is insufficient to establish the much broader allegation that Dev Bhushan never executed the GPA at all.

89. It is also necessary to clarify that the Court reaches this conclusion independently, and not merely because the First Appellate Court reached the same result. Certain observations made by the First Appellate Court concerning the conduct of Dev Bhushan, fraud, conspiracy or the standard applicable to an allegation of fraud cannot be endorsed in their entirety. The present conclusion rests upon the evidence as appreciated on the correct civil standard.

90. The error, therefore, in the approach of the First Appellate Court regarding the standard of proof does not necessarily vitiate its ultimate finding. Once the evidence is reassessed on the correct standard of preponderance of probabilities, the same ultimate conclusion follows, though for reasons which are more circumspect and, in some respects, materially different from those assigned by the First Appellate Court.

91. The finding of the First Appellate Court that the GPA was genuinely executed by Dev Bhushan is consequently not perverse. Even after excluding the observations, which are not necessary for sustaining that finding, the material evidence, considered cumulatively, is capable of reasonably supporting the conclusion reached. This Court is, therefore, not persuaded that the finding is one, which no reasonable Court, properly appreciating the evidence, could have arrived at.

92. The ultimate finding concerning execution of the GPA is accordingly affirmed. The consequence is that defendant No.1 cannot be said to have acted without authority when he executed the five sale deeds dated 28.07.1990 pursuant to the GPA. The challenge to those transactions must, therefore, be examined on that footing.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

Effect of GPA on five sale deeds:

93. Once the GPA is held to have been validly executed, defendant No.1 possessed the authority conferred upon him thereunder. The five sale deeds dated 28.07.1990 executed by him pursuant to the said authority, therefore, cannot be invalidated on the ground that they were executed without the authority of Dev Bhushan Gupta.

94. The subsequent transactions executed by defendants No.2 to 4 in favour of defendants No.6 and 7 consequently derive their title from a chain, which originated in the GPA and the sale deeds dated 28.07.1990.

95. The later registered sale deed dated 13.05.2004 executed by Dev Bhushan in favour of Kaptan Singh cannot confer upon Kaptan Singh a title superior to the title, which had already passed through the earlier transactions. Consequently, the subsequent purchasers claiming through Kaptan Singh cannot obtain a better title than that possessed by their transferor.

96. The competing chains of title must therefore be determined on the footing that the GPA and the transactions of 28.07.1990 are valid.

Plea of bonafide purchase by defendants N: 6 & 7:

97. Defendants No.6 and 7 had also pleaded that they were bona fide purchasers for valuable consideration after examining the title documents. Since the foundational GPA and sale deeds of 28.07.1990 have been upheld, their title does not require the protective umbrella of Section 41 of the Transfer of Property Act for its foundation.

98. Nevertheless, the plea deserves consideration because it was specifically raised and was also considered by the Courts below.

99. Section 41 protects a transferee from an ostensible owner, where the real owner has consented, expressly or impliedly, to the ostensible ownership; the transferee has taken reasonable care to ascertain the transferor's authority; and the transferee has acted in good faith.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

100. The present case, however, stands on a different footing. Defendants No.6 and 7 were not dealing with a person, who merely appeared to be owner because of possession. Their immediate transferors held registered sale deeds executed through a registered GPA and there was an apparent documentary chain of title. The original title documents were also stated to have travelled through the transaction chain. The purchasers accordingly had documentary material which, on its face, traced the title from Dev Bhushan through the GPA and defendants No.2 to 4 to themselves.

101. Since the foundational transactions are now upheld, it is unnecessary to rest their title upon Section 41. Their title follows from the chain of conveyances itself.

Pendente lite purchase:

102. There is, however, a distinct legal consequence arising from the date of their purchases. Defendants No.6 and 7 purchased the property in March 1995, whereas the present suit had already been instituted on 03.08.1990. They were, therefore, transferees pendente lite and their transactions fall within Section 52 of the Transfer of Property Act.

103. The doctrine of lis pendens does not rest upon actual notice. Its object is to prevent the subject matter of litigation from being dealt with in a manner, which may prejudice the efficacy of the eventual adjudication.

104. In ***Thomson Press (India) Ltd. v. Nanak Builders & Investors (P) Ltd., (2013) 5 SCC 397***, the Hon'ble Supreme Court explained that a transferee pendente lite is a representative-in-interest of the transferor and remains bound by the proceedings. The Court further recognised that such a transferee may, in an appropriate case, be impleaded so that he may protect his interest. The Hon'ble Supreme Court has also reiterated that Section 52 does not render a pendente lite transfer void, and that the transfer remains subject to the result of the litigation and the transferee takes the same legal position as ultimately determined in respect of his transferor.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

105. Consequently, the absence of actual notice of the telegrams or objections raised by Dev Bhushan cannot take defendants No.6 and 7 outside the operation of Section 52. Their purchases are accordingly subject to the result of the present litigation.

106. Since the foundational GPA and sale deeds of 28.07.1990 have now been upheld, their subsequent transactions remain effective, subject to the doctrine of lis pendens and the other orders governing the property.

Earlier litigation concerning the property:

107. Another contention raised by the plaintiff concerns certain earlier proceedings instituted by defendants No.6 and 7 in relation to the property and the subsequent transactions through which plaintiff No.1 had conveyed portions of the suit property to Kaptan Singh and others. The plaintiff seeks to rely upon the dismissal of those proceedings and contends that the same operates as res judicata against defendants No.6 and 7. The record shows that while one of the earlier suits was dismissed on merits under Order XVII Rule 3 CPC, another was dismissed for default.

108. The plea of res judicata cannot be determined merely by noticing that the earlier and present proceedings relate to the same property. The applicability of Section 11 CPC depends upon the identity of the matter directly and substantially in issue, the parties or persons claiming under them, the competence of the earlier Court and, importantly, whether the particular issue now sought to be raised was heard and finally decided in the earlier proceedings.

109. The material relied upon in the present proceedings does not establish that the earlier proceedings finally and conclusively determined the very question which arises in these appeals, namely, whether Dev Bhushan executed the GPA dated 05.07.1990 in favour of defendant No.1 and whether the transactions founded upon that GPA were valid. The dismissal of an earlier proceeding cannot operate as res judicata in respect of an issue which was neither directly and substantially in issue nor finally adjudicated therein.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

The proceeding dismissed for default, in any event, does not furnish a basis for such a plea in the absence of an adjudication on merits.

110. The earlier litigation may nevertheless form part of the factual background and may have such evidentiary relevance as is otherwise permissible in law, particularly with regard to the history of the dispute and the conduct of the parties. It does not, however, displace the independent adjudication required in the present proceedings on the specific issue of execution and validity of the GPA. The plea of res judicata is, accordingly, rejected.

Impleadment of subsequent transferees:

111. Numerous applications have been filed by persons claiming through one or the other chain of title. Some invoke Order I Rule 10 CPC, while others rely upon Order XXII Rule 10 CPC***. [Details of such applicants are given in a Chart, which is annexed with this judgment as Annexure 'A' and will form part of this judgment.]***

112. The Hon'ble Supreme Court in ***Thomson Press (supra)*** has recognised that a transferee pendente lite, being a representative-in-interest of the transferor, may be impleaded, where his interest in the subject matter is substantial and where his presence is necessary to effectively adjudicate the controversy.

113. The Hon'ble Supreme Court has recently clarified the relationship between the two provisions in ***H. Anjanappa and others v. A. Prabhakar and others, 2025 INSC 121***. It has held that the scope of Order I Rule 10 and Order XXII Rule 10 CPC is similar and that the principles applicable to Order XXII Rule 10 CPC, for bringing a purchaser pendente lite on record, are applicable while considering impleadment under Order I Rule 10 CPC. The Court further emphasised that the question of impleadment is to be determined judicially having regard to the facts and circumstances of the case.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

114. The above principle assumes particular significance in the present case. Numerous transactions have taken place during the pendency of the litigation, as a result whereof several persons have acquired substantial interests in the very property which is the subject matter of these proceedings. Their interests may be directly affected by the adjudication in the present appeals. Their presence before the Court is, therefore, considered appropriate to enable them to protect such interests, particularly in view of the subsequent transactions and the conduct of some of the original parties. The fact that they are impleaded, however, does not alter the nature or extent of the substantive rights claimed by them.

115. The individual applications for impleadment have accordingly been examined with reference to the nature of the transaction relied upon by each applicant, the person from whom the applicant claims and the stage at which the relevant transaction took place. In view of the conclusions recorded hereinabove, the applicants seeking impleadment are entitled to be brought on record for the limited purpose of protecting their respective interests in the pending litigation.

116. It must, however, be made clear that impleadment is only a procedural measure intended to facilitate effective adjudication and to enable an affected person to protect his or her interest. It does not amount to an adjudication or recognition of any independent title in favour of the applicant. The validity, extent and enforceability of the interest claimed by each applicant shall continue to depend upon the title of the person from whom such interest is derived and the law applicable to the transaction through which that interest is claimed.

117. Consequently, no transferee can acquire a title better than that possessed by his or her transferor. A person claiming through Dev Bhushan or Kaptan Singh cannot acquire a better title than that available in that chain; likewise, a person claiming through Sat Narayan Bansal or any other transferor cannot acquire a title superior to that possessed by such

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

transferor. Impleadment of a transferee, therefore, shall neither enlarge nor improve the substantive rights flowing from the respective chain of title.

118. Further, every transfer effected during the pendency of the suit or the appeals shall remain subject to Section 52 of the Transfer of Property Act, 1882, as applicable, and to the orders passed by this Court from time to time. The transferees pendente lite shall accordingly remain bound by the result of the present litigation. Their impleadment shall neither validate a transaction which is otherwise invalid nor confer upon them any independent equity or priority merely by reason of their having been brought on record.

Individual Applications for Impleadment:

119. The individual applications have been examined in the light of above legal discussion. Since the applicants claim through different chains of title and rely upon transactions executed at different stages of the litigation, their respective claims are dealt with separately, not for adjudicating any independent title in their favour, but for determining whether they have a sufficient interest in the subject matter to warrant their presence in the proceedings.

A. Applicants claiming through Dev Bhushan Gupta/Kaptan Singh

120. *Prabhat Kumar*: CM Nos. 2839-C of 2021, 2827-C of 2021 and 2833-C of 2021 have been filed by Prabhat Kumar. He claims on the basis of a sale deed dated 23.07.2004 concerning 8 kanals and a subsequent transfer deed dated 07.01.2005 concerning 6 kanals 8 marlas executed by B.S. Kapoor, who claims through Kaptan Singh. His asserted interest thus traces back to the chain originating from Dev Bhushan Gupta. Since the title in that chain is directly affected by the adjudication made in the present proceedings, the applicant has a direct and substantial interest in the subject matter. The applications are accordingly liable to be allowed.

121. *Jaswant Singh:* CM No.5129-C of 2022 has been filed by Jaswant Singh. He claims through Kaptan Singh and subsequent vendees under sale deeds dated 11.03.2005 and 14.03.2005 concerning an aggregate area of 32

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

kanals 5 marlas. His asserted interest similarly arises from the chain originating from Dev Bhushan Gupta and is liable to be affected by the adjudication in these appeals. The application is accordingly liable to be allowed.

122. *Omkar Singh:* CM Nos.10761-C, 10762-C, 10763-C and 10764-C of 2026 have been filed by Omkar Singh under Order I Rule 10 CPC read with Order XXII Rule 10 CPC and Section 151 CPC. His claim is founded upon sale deed dated 29.11.2012 concerning 13 kanals, executed by plaintiff Nos.2 to 4, who themselves claim through Kaptan Singh. The stated consideration is ₹89,37,500/-. His interest is, therefore, directly connected with the chain of title, which is the subject matter of adjudication. The applications are accordingly liable to be allowed.

123. *Jatin Bhagat:* CM Nos.2316-C of 2026 and 1910-C of 2026 have been filed by Jatin Bhagat under Order I Rule 10 CPC. He claims under sale deed dated 11.12.2018 concerning 2 kanals 19 marlas 6 sarsai executed by Parvesh and Roshni, who claim through Kaptan Singh. His asserted interest is consequently derivative of the chain originating from Dev Bhushan Gupta and may be directly affected by the outcome of the present proceedings. The applications are accordingly liable to be allowed.

B. Applicants claiming through Sat Narayan Bansal/Karishma Floricultures

124.1 Bimla Jain and Anil Jain: *CM Nos.2875-C of 2020, 2876-C of 2020, 2880-C of 2020 and 2881-C of 2020* have been filed by Bimla Jain and Anil Jain under Order I Rule 10 read with Order XXII Rule 10 CPC. They rely upon an agreement to sell dated 06.01.2009 stated to have been executed with Sat Narayan Bansal for a consideration of ₹3.20 crore in respect of 104 kanals 4 marlas. It is further pleaded by them that pursuant to a subsequent compromise between the applicants and Sat Narayan Bansal in a civil suit instituted by them, a decree dated 14.09.2019 came to be passed in their favour.

124.2 Their claim, therefore, is not founded merely upon an agreement to sell but also upon the rights claimed under the aforesaid

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

decree. They consequently have an identifiable and substantial interest in the subject matter of the present proceedings. They have also instituted COCP No.1945 of 2025, alleging wilful violation by Sat Narayan Bansal and Karishma Floricultures of the order dated 04.12.2019 by which status quo in respect of the suit property was directed to be maintained, particularly in relation to the subsequent sale transactions executed in favour of Sunil Saini in 2024.

124.3 In above facts and circumstances, their presence before the Court is directly connected with the protection of the interests asserted by them in the property and with the proceedings arising from the alleged violation of the Court's order. The applications are accordingly allowed. Bimla Jain and Anil Jain are impleaded as parties. It is, however, clarified that their impleadment does not amount to an independent adjudication of the nature or extent of the rights flowing from the decree dated 14.09.2019, which shall remain subject to the terms and legal effect of that decree and the findings and directions contained in this judgment.

125. *Kamla:* CM No.396-C of 2020 has been filed under Order I Rule 10 CPC by Kamla, widow of Balbir, on the basis of sale deed dated 27.06.2012 concerning 6 kanals 2 marlas, stated to have been purchased from Inderjit Singh. Since the applicant asserts an interest derived through a transaction forming part of the subsequent chain of dealings with the suit property, her presence is appropriate for protecting the interest so claimed. The application is accordingly liable to be allowed.

C. Subsequent purchasers during pendency of the appeals

126. *Sunil Saini:* CM Nos.11597-C of 2025 and 11602-C of 2025 have been filed by Sunil Saini under Order I Rule 10 CPC. He claims under two sale deeds dated 30.08.2024 executed by Sat Narayan Bansal concerning 63 kanals 19 marlas and 32 kanals 5 marlas respectively, for stated consideration aggregating to ₹14 crore. These transactions were effected during pendency of the present appeals and after the order dated 04.12.2019 directing maintenance of status quo. Sunil Saini nevertheless has an identifiable and substantial claimed interest in the subject matter. His applications are

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

accordingly liable to be allowed, subject to the findings and directions recorded herein. His impleadment shall not, however, be construed as validation of the transactions or as conferring any equity arising from a transaction allegedly entered into in violation of the order of this Court.

127. *Rajinder Sharma:* CM No.10490-C of 2026 has been filed by Rajinder Sharma under Order I Rule 10 CPC. He claims under sale deed dated 05.11.2024 executed by Sunil Saini concerning 32 kanals 5 marlas for stated consideration of ₹25 crore. His claim is derivative of the interest asserted by Sunil Saini and is likewise liable to be affected by the adjudication in the present proceedings. The application is accordingly liable to be allowed, subject to the findings and directions recorded herein.

Conclusion on impleadment:

128. For the foregoing reasons, the applicants referred to in the preceding paragraphs have established an identifiable interest in the subject matter of the litigation sufficient to warrant their presence on record. Their impleadment is necessary to enable them to protect the respective interests claimed by them and also to ensure that the adjudication in these proceedings operates effectively upon all persons whose claimed interests are directly connected with the property in dispute.

129. Accordingly, CM Nos. 2839-C of 2021, 2875-C of 2020, 10762-C of 2026, 2880-C of 2020, 2316-C of 2026, 2827-C of 2021, 2876-C of 2020, 10764-C of 2026, 2828-C of 2021, 5129-C of 2022, 2881-C of 2021, 396-C of 2020, 10763-C of 2026, 1910-C of 2026, 11597-C of 2025, 11602-C of 2025 and 10490-C of 2026, seeking impleadment under Order I Rule 10 CPC and/or Order XXII Rule 10 CPC, are allowed. The respective applicants shall stand impleaded as parties to these proceedings, subject to the limitations and observations recorded hereinabove.

Applications for withdrawal and recording of compromises:

130. The Court now turns to the applications moved by plaintiff No.1-Dev Bhushan Gupta, and plaintiff No.5-Suraj Pal seeking withdrawal of their respective appeals on the basis of subsequent compromises. This aspect

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

requires separate consideration because, during the pendency of the appeals, substantial interests in the suit property have devolved upon persons, who have approached this Court seeking impleadment and protection of their interests; and their applications for impleadment has been allowed as per above discussion.

131. Learned senior counsel appearing for the appellants have relied upon ***Anurag Mittal v. Shaily Mishra Mittal, (2018) 9 SCC 691 and Thammanna v. K. Veera Reddy, (1980) 4 SCC 62***, to contend that an appellant has an unconditional right to withdraw his appeal under Order XXIII Rule 1 CPC.

132. The general proposition that an appellant may seek withdrawal of an appeal cannot be disputed. In ***Anurag Mittal (supra),*** the Hon'ble Supreme Court considered the effect of an application for withdrawal of an appeal and recognised the right of the appellant to withdraw the appeal.

133. The question before this Court, however, is not whether an appellant ordinarily possesses such a right. The question is whether, in the peculiar circumstances of the present litigation, such right can be exercised in a manner, which would effectively terminate the adjudicatory process after substantial interests have devolved upon third parties, particularly when those persons have approached the Court, and the original parties themselves have subsequently altered their position by entering into arrangements, which may adversely affect the interests of those claiming through them.

134. The distinction is important. A transferee pendente lite is ordinarily bound by the result of the litigation. But that principle does not mean that, once such a transferee approaches the Court and seeks to protect a substantial interest, which has devolved upon him, the Court must shut its eyes to the circumstances in which the original party seeks to bring the litigation to an end.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

135. In ***Thomson Press (India) Ltd. v. Nanak Builders & Investors (P) Ltd.'s case (supra)***, the Hon'ble Supreme Court recognised that a transferee pendente lite having a substantial interest in the subject matter may be impleaded under Order XXII Rule 10 CPC and heard. The Court specifically noticed that where the transferor has ceased to have an interest in the property, there may be a possibility that he may not properly defend the litigation and may even collude with the opposite party. The purpose of impleadment in such circumstances is to enable the transferee to protect his interest in the pending litigation.

136. The above principle has great significance in the present case. Plaintiff No.1-Dev Bhushan Gupta has, during the course of the litigation, parted with his interest in the suit property. He has thereafter entered into a compromise with Sat Narayan Bansal, whose claim of title is directly opposed to the case, which Dev Bhushan had originally set up in the suit. He has now sought withdrawal of his appeals on the basis of such subsequent arrangement.

137. The Court is not required, for deciding the withdrawal applications, to record a positive finding that the compromise between Dev Bhushan Gupta and Sat Narayan Bansal is the result of collusion. Such a finding would require a separate evidentiary foundation. The circumstances, however, certainly give rise to a legitimate apprehension that the original parties may no longer have the same interest in prosecuting or defending the litigation as they had, when the proceedings commenced, and that persons, who have subsequently acquired substantial interests through them, may consequently be left without an effective opportunity to protect those interests.

138. This concern is not merely theoretical. The record discloses multiple subsequent transactions through both competing chains of title. The original plaintiff has substantially parted with his interest, whereas the persons claiming through him assert that their rights would be seriously

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

prejudiced, if the appeals were simply permitted to be withdrawn pursuant to a private arrangement between the original parties.

139. The Court is conscious of the decision in ***Anurag Mittal (supra).*** It would not be appropriate to circumvent that authority by merely labelling every subsequent purchaser as a person, whose presence defeats the right of withdrawal. The question has to be examined on the particular facts and in the context of the rights, which have intervened during the pendency of the proceedings.

140. In this regard, the decision of the Hon'ble Supreme Court in ***R. Rathinavel Chettiar and another v. V. Sivaraman and others, (1999) 4 SCC 89,*** though arising in a somewhat different factual setting, is instructive. There, after a decree had been passed in favour of the plaintiff, the property was transferred to third parties, who were impleaded in the pending appeal. When the original plaintiff subsequently sought withdrawal of the suit on the basis of a compromise with the contesting defendant, the Hon'ble Supreme Court declined to permit withdrawal, which would destroy or prejudice rights that had accrued to the transferees. The Court emphasised that once rights had vested in persons, who had been brought on record, the proceedings could not be brought to an end in a manner, which destroyed those rights without strong justification.

141. In another case ***Petakamsetty Ramaswamy Naidu and others v. Kandrupu Kondadu and others, 2005 (3) ALD 853 : 2005 (4) ALT 313***, the Andhra Pradesh High Court considered an application by an appellant under Order XXIII Rule 1 CPC seeking withdrawal of the appeal, alongside an application by persons claiming through subsequent transactions seeking impleadment. The Court, after considering the law relating to transferees pendente lite and withdrawal, declined to permit withdrawal, where doing so would prejudice the interests claimed by the persons seeking to come on record. Significantly, the Court also noticed the allegation of fraud and collusion between the original parties and held that the appeal could not be permitted to be withdrawn in such circumstances.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

142. The said decision is not being treated as laying down an inflexible rule that every transferee pendente lite can prevent withdrawal of an appeal. Its relevance lies in the principle that the Court, while considering an application for withdrawal, cannot remain oblivious to the substantial interests, which have devolved upon persons, who have been brought before it and to the possibility that withdrawal may operate to their prejudice.

143. The present case presents an unusual combination of circumstances. The litigation concerns valuable immovable property; the original plaintiff has parted with his interest; multiple transferees have acquired interests through the competing chains; some of those transferees have approached this Court for impleadment; and the original plaintiff has subsequently entered into a compromise with the very party, whose title is opposed to the case originally pleaded by him. In these circumstances, permitting withdrawal as a matter of course, would have the practical effect of leaving the persons, who have acquired substantial interests during the litigation to pursue their remedies elsewhere, notwithstanding that their interests have been brought before this Court in the pending appeals.

144. The Court cannot lose sight of the fact that the judicial process is intended to resolve disputes effectively and not to permit its termination in a manner which creates further rounds of litigation. If the original parties, after having altered their respective interests, are permitted to terminate the proceedings by a private arrangement without considering the interests of those, who have subsequently acquired substantial stakes and approached the Court, the result may be multiplicity of proceedings rather than finality.

145. This Court is, therefore, not refusing withdrawal merely because it considers the subsequent compromises undesirable. The Court is required to balance the appellant's right to seek withdrawal against the legitimate right of persons, who have acquired substantial interests in the subject matter and have approached the Court for protection of those interests. The latter consideration assumes particular importance, where the circumstances

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

give rise to a legitimate apprehension that the original parties may no longer adequately protect the interests of their respective transferees.

146. More importantly, the controversy concerning the GPA has been fully adjudicated in the present judgment. The Court has found that the GPA was not proved to be a wholly forged and unauthorised document and that the five sale deeds dated 28.07.1990 cannot be annulled on that ground.

147. In these circumstances, permitting withdrawal of the appeals simpliciter would serve no useful purpose and may create avoidable uncertainty concerning the rights of the numerous subsequent transferees. The better course is to decide the appeals on merits.

148. In the peculiar facts of the present case, therefore, the applications seeking withdrawal of the appeals cannot be permitted to terminate the adjudicatory process. The appeals are accordingly being decided on merits. The compromise documents placed on record may be taken into consideration for the limited purpose of determining the inter se rights of the parties thereto, but shall not be permitted to prejudice the rights of the impleaded applicants or to alter the adjudication of title made in the present judgment.

Subsequent Transactions during pendency of the Appeals:

149. Having dealt with the applications for withdrawal and compromise, the Court now proceeds to consider the effect of the subsequent transactions brought on record during pendency of the present appeals. This aspect requires consideration separately from the substantive controversy regarding the validity of the GPA and also separately from the question, whether any such transaction constitutes violation of an order of this Court.

150. As noticed hereinbefore, during pendency of the appeals, this Court, vide order dated 04.12.2019, directed maintenance of status quo in respect of the suit property. The said order continued to operate and was neither vacated nor modified so as to permit alienation of the property.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

151. Notwithstanding the subsistence of the said order, Sat Narayan Bansal executed two registered sale deeds dated 30.08.2024 in favour of Sunil Saini concerning 63 kanals 19 marlas, and 32 kanals 5 marlas respectively, for an aggregate stated consideration of ₹14 crore. Sunil Saini thereafter executed a sale deed dated 05.11.2024 in favour of Rajinder Sharma concerning 32 kanals 5 marlas for a stated consideration of ₹25 crore. The said transactions have been brought on record through the respective applications for impleadment.

152. Two distinct questions consequently arise. The first is as to the substantive legal effect of these subsequent transactions upon the rights in the property. The second is whether the execution of the sale deeds dated 30.08.2024, notwithstanding the order dated 04.12.2019, constitutes wilful disobedience of the said order. These questions cannot be commingled.

153. The practical effect of the subsequent transactions has to be determined in the light of the finding already recorded by this Court regarding the foundational transactions of 1990. This Court has held that the GPA dated 05.07.1990 was executed by Dev Bhushan Gupta in favour of defendant No.1-Devender Kumar Vashisht and that the five sale deeds dated 28.07.1990 executed pursuant thereto were within the authority conferred by the said GPA.

154. Once the aforesaid finding is recorded, the title flowing from the five sale deeds dated 28.07.1990 constitutes the legally sustainable chain of title. The subsequent sale deed dated 13.05.2004 executed by Dev Bhushan Gupta in favour of Kaptan Singh could not convey a title which, on the findings recorded herein, had already stood dealt with through the earlier authorised transactions.

155. Consequently, Kaptan Singh could not acquire any valid title under the sale deed dated 13.05.2004 to the extent it purported to deal with property, which had already been validly conveyed through the transactions of 28.07.1990. He could not, in turn, transmit any better title to persons claiming through him, than what he himself had.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

156. The position of the persons claiming through Dev Bhushan Gupta or Kaptan Singh is, therefore, clear. They cannot claim title to the suit property on the strength of that subsequent chain, as their respective transferors themselves had no subsisting title, which could lawfully be conveyed to them. Their impleadment in the present proceedings does not alter that substantive position.

157. On the other hand, the chain of title flowing from the five sale deeds dated 28.07.1990 is upheld by this judgment. Consequently, persons claiming through Sat Narayan Bansal or Karishma Floricultures, to the extent their respective transfers are traceable to and covered by the said valid chain of title, derive title through a legally sustainable source. Their title cannot be impeached merely on the ground that the original plaintiff subsequently executed the sale deed dated 13.05.2004 in favour of Kaptan Singh.

158. This distinction is being recorded expressly so that there remains no ambiguity regarding the competing chains of title. The persons claiming through Dev Bhushan Gupta/Kaptan Singh do not acquire title through that chain to the property already covered by the valid 1990 transactions; whereas the persons claiming through Sat Narayan Bansal/Karishma Floricultures derive their title through the chain, which this Court has upheld.

159. The above conclusion is, however, subject to the extent of the property actually covered by the respective conveyances and to the validity of the individual transactions by which subsequent purchasers claim. The mere fact that a person traces his claim to the upheld chain does not dispense with proof or validity of his own conveyance, where such issue independently arises. Equally, no subsequent transaction can enlarge the extent of title beyond that possessed by the transferor.

160. As regards transactions effected during pendency of the litigation, the additional consequence of Section 52 of the Transfer of Property Act, 1882 shall apply wherever attracted. Such pendente lite transactions do not acquire any superiority over the title of the transferor and remain subject to the result of the pending litigation.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

161. Accordingly, the subsequent transferees shall stand governed by the following settled position emerging from this judgment:

- the chain originating from the authorised sale deeds dated 28.07.1990 is the valid chain of title;
- the subsequent chain originating from the sale deed dated 13.05.2004 in favour of Kaptan Singh cannot confer title to property already covered by the earlier valid conveyances; and
- every subsequent transferee can claim only such right, title and interest as his transferor was legally competent to convey, subject, where applicable, to Section 52 of the Transfer of Property Act and the orders passed by this Court.

Effect of the decree dated 14.09.2019 upon the subsequent transactions:

162. Before proceeding to the contempt petitions, a specific contention raised by Ld. Senior Advocate for applicants Bimla Jain and Anil Jain requires consideration. As noticed while dealing with their impleadment, the applicants rely upon an agreement to sell dated 06.01.2009 entered into with Sat Narayan Bansal in respect of 104 kanals 4 marlas, followed by a compromise between the parties and a decree dated 14.09.2019 passed in terms thereof. Their claim, therefore, is not founded merely upon an agreement to sell but also upon rights secured under a decree of a competent Court.

163. The compromise, the terms whereof have been placed before this Court in the impleadment application, records substantial payments made by Bimla Jain and Anil Jain towards the agreed sale consideration. It further provides for execution and registration of the sale deed in their favour after the pending litigation concerning the property, is finally decided. Pointedly, it also contains a stipulation that Sat Narayan Bansal and his legal representatives would not sell the suit property to any person other than the *plaintiffs (of that case – Bimla Jain & Anil Jain)* or their nominee and that, in the event of such sale to a third party, the same would not bind the plaintiffs.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

The compromise further provides for refund of the amounts received, with interest, in the eventuality contemplated therein.

164. The suit was thereafter decreed in terms of the compromise on 14.09.2019. The compromise, therefore, cannot be treated merely as a private arrangement having no legal consequence. Its terms, having been incorporated in the decree, became binding upon the parties to that proceeding. Sat Narayan Bansal was consequently under a subsisting obligation to act in accordance with the terms of the decree.

165. The Court is, however, conscious of the distinction between a decree, which secures or recognises contractual rights and a decree which itself operates as a conveyance of title. The compromise contemplated execution of a sale deed in favour of Bimla Jain and Anil Jain upon fulfilment of the conditions stipulated therein. The decree cannot, therefore, be treated, merely by reason of its having been passed in terms of the compromise, as a conveyance transferring ownership to the applicants. Its legal effect must be determined from the terms of the decree itself. What is material for present purposes is that the decree created enforceable rights in favour of the applicants and corresponding obligations upon Sat Narain Bansal.

166. The subsequent sale deeds dated 30.08.2024 executed by Sat Narayan Bansal in favour of Sunil Saini must, therefore, be examined not merely as ordinary subsequent conveyances but in the backdrop of the subsisting decree dated 14.09.2019. Sat Narayan Bansal could not, by a subsequent unilateral transaction, defeat or render nugatory rights, which had already accrued to Bimla Jain and Anil Jain under the decree.

167. The express stipulation contained in the compromise assumes particular significance. Sat Narayan Bansal had undertaken not to sell the property to a third party except in favour of Bimla Jain, Anil Jain or their nominee. The subsequent sale deeds in favour of Sunil Saini were, therefore, transactions, which were directly inconsistent with an obligation already incorporated in the decree.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

168. The contention of Ld. Counsel for Bimla Jain and Anil Jain that the sale deeds dated 30.08.2024 are wholly void in every respect, however, requires some qualification. The Court is not called upon in these proceedings to pronounce upon the validity of those instruments as against every person in the world. The appropriate declaration is with reference to the rights of the decree-holders. The sale deeds dated 30.08.2024 in favour of Sunil shall not be binding upon Bimla Jain and Anil Jain and shall not operate to defeat, extinguish, dilute or otherwise prejudice any right enforceable by them under the decree dated 14.09.2019.

169. Sunil Saini, being a subsequent transferee from Sat Narayan Bansal, cannot acquire a better right than that which Sat Narayan Bansal was legally competent to convey. The subsequent sale deeds cannot, therefore, be relied upon by Sunil Saini to defeat or circumvent the rights secured to Bimla Jain and Anil Jain under the decree. The same principle necessarily applies to any person subsequently claiming through Sunil Saini.

170. This conclusion is not inconsistent with Section 52 of the Transfer of Property Act, 1882. The doctrine of lis pendens ordinarily does not render a transfer made during pendency of litigation void ab initio; rather, the transferee takes the property subject to the rights ultimately determined in the litigation. In the present case, however, there is the additional circumstance of an existing decree, which specifically regulated Sat Narayan Bansal's right to alienate the property. The subsequent transactions cannot be permitted to defeat rights already secured under that decree.

171. It is, accordingly, declared that the sale deeds dated 30.08.2024 executed by Sat Narayan Bansal in favour of Sunil Saini shall not bind Bimla Jain and Anil Jain and shall not affect, defeat or prejudice their rights under the decree dated 14.09.2019. This declaration is confined to the rights of the said applicants under that decree and shall not be understood as conferring upon them any right beyond what is lawfully secured by the decree.

Contempt Proceedings – (COCP No.1945 of 2025 and ***COCP No.265 of 2025):***

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

172. The Court now proceeds to consider COCP No.1945 of 2025 and COCP No.265 of 2025. Both petitions arise mainly from the subsequent transactions dated 30.08.2024 and allege violation of the order dated 04.12.2019, whereby this Court had directed maintenance of status quo in respect of the suit property. The two petitions are being considered together on the common question of violation of the said order, while the liability of each alleged contemnor shall be examined separately.

173. ***COCP No.1945 of 2025*** has been instituted by Bimla Jain and Anil Jain against Sat Narayan Bansal and Karishma Floricultures. Their grievance is that, notwithstanding the subsisting order dated 04.12.2019 and the rights claimed under the decree dated 14.09.2019, transactions were entered into on 30.08.2024, whereby substantial portions of the property were dealt with in favour of Sunil Saini, including the surrender of the leasehold interest held by Karishma Floricultures.

174. ***COCP No.265 of 2025*** has been instituted by Prabhat Kumar and Jaswant Singh against Sat Narayan Bansal, Sunil Saini and the Sub-Registrar, Sohna. The allegation relevant for the present adjudication is also violation of the order dated 04.12.2019 on account of the sale transactions executed in favour of Sunil Saini on 30.08.2024. Though reference has been made to the subsequent order of High Court dated 29.07.2021 concerning construction, no independent violation of that order is alleged for adjudication in the present contempt petition. The present contempt controversy is confined to the order dated 04.12.2019.

Principles governing contempt:

175. Section 2(b) of the Contempt of Courts Act, 1971 defines civil contempt as wilful disobedience to any judgment, decree, direction, order, writ or other process of a Court. The expression "wilful disobedience" postulates a conscious and deliberate act of disobedience. Mere inadvertence, accidental omission or a bona fide inability to comply would not ordinarily attract the jurisdiction.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

176. The Hon'ble Supreme Court in ***Niaz Mohammad and others v. State of Haryana and others, (1994) 6 SCC 332***, has explained that the disobedience must be wilful before it can constitute as a civil contempt. The jurisdiction is undoubtedly serious, but its exercise is equally necessary to preserve the authority of judicial orders. The Court is, therefore, required to determine as to whether the alleged contemnor had knowledge of the order and consciously acted in disregard thereof.

177. At the same time, a party cannot justify violation of a subsisting order by subsequently asserting that the substantive right, which he sought to exercise was ultimately found to exist. An interim or interlocutory order remains binding until it is varied, modified or vacated. The eventual result of the substantive proceedings does not retrospectively suspend the obligation to obey such order.

Case of Sat Narayan Bansal

178. The case of Sat Narayan Bansal stands on a distinct footing. He was himself a party to this litigation before this court, in which the order dated 04.12.2019 was passed. He was represented in the proceedings and continued to participate in the litigation thereafter. There is no material before the Court to suggest that the said order was unknown to him.

179. The order directed maintenance of status quo in respect of the very property concerning which Sat Narayan Bansal was asserting his rights before this Court. The restraint was, therefore, directly connected with the subject matter of the litigation and was not an order concerning some collateral or unrelated matter.

180. Notwithstanding the subsistence of the said order, Sat Narayan Bansal executed two registered sale deeds dated 30.08.2024 in favour of Sunil Saini. One sale deed concerned 63 kanals 19 marlas, and the other 32 kanals 5 marlas, for an aggregate stated consideration of ₹14 crore. These transactions concerned substantial portions of the very property, which was the subject matter of the pending appeals.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

181. The execution of two registered sale deeds for such substantial areas and consideration cannot reasonably be characterised as an accidental or inadvertent act. Sat Narayan Bansal was a principal party to the litigation, was aware of the order directing maintenance of status quo and nevertheless himself executed the conveyances.

182. If Sat Narayan Bansal entertained any doubt concerning the scope of the order or believed that he was entitled to deal with any part of the property notwithstanding the restraint, the proper course was to approach this Court for clarification or modification before undertaking the transactions. No such permission or clarification was sought.

183. The circumstances are further significant because, as already noticed, Sat Narayan Bansal was also bound by the decree dated 14.09.2019 in favour of Bimla Jain and Anil Jain, which contained an express stipulation against alienation of the property to third parties. The Court is not recording a separate finding of contempt for violation of that decree in these proceedings; nevertheless, the existence of that decree is relevant to the assessment of the conduct of Sat Narayan Bansal and establishes that he was fully conscious that his dealings with the property were subject to binding judicial obligations.

184. This Court has ultimately found in the present judgment that the title flowing from the 1990 transactions is legally sustainable. That finding though does not furnish a defence to the contempt allegation. The question whether Sat Narayan Bansal possessed substantive title and the question whether he obeyed the order dated 04.12.2019 are distinct. His title, even if valid, did not authorise him to disregard an order of this Court, which was binding upon him.

185. The subsequent execution of the sale deeds was consequently a positive act undertaken in the teeth of the subsisting restraint. The Court is satisfied that Sat Narayan Bansal had knowledge of the order dated 04.12.2019 and consciously acted contrary to it.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

186. The ingredients of wilful disobedience are, therefore, established. So, Sat Narayan Bansal is held guilty of civil contempt for wilful and deliberate disobedience of the order dated 04.12.2019.

Case of Karishma Floricultures

187. The position of Karishma Floricultures requires separate consideration. Karishma Floricultures is a concern and not a natural person. The material placed before the Court shows that it had a leasehold interest in the property and that such leasehold interest was surrendered in favour of Sunil Saini by a deed dated 30.08.2024.

188. The surrender assumes implication because it was an affirmative transaction concerning an existing interest in the very property which was subject to the order of status quo. It was also contemporaneous with the two sale deeds executed by Sat Narayan Bansal in favour of Sunil Saini and formed part of the same overall dealing with the property.

189. Karishma Floricultures was represented by Sat Narayan Bansal. The Court does not hold the concern guilty merely because of that representation. The question is whether the transaction undertaken on behalf of the concern, in the circumstances established on record, amounted to conscious and deliberate disregard of the subsisting order.

190. The surrender deed was executed on 30.08.2024, the very date on which Sat Narayan Bansal executed the sale deeds in favour of Sunil Saini. The transaction was not an accidental consequence of some unrelated event. It was a positive dealing with the leasehold interest in the very property which was subject to the order of this Court.

191. In these circumstances, the Court is satisfied that the surrender of the leasehold interest by Karishma Flouriculture, acting through its authorised representative, was a conscious and deliberate act undertaken notwithstanding the subsisting order dated 04.12.2019 and constituted disobedience of the status quo directed by this Court.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

192. Karishma Floricultures is, accordingly, held guilty of wilful and deliberate disobedience of the order dated 04.12.2019 through the act undertaken on its behalf in surrendering its leasehold interest in favour of Sunil Saini.

Case of Sunil Saini

193. The allegation against Sunil Saini stands on a different footing. He is the transferee under the sale deeds dated 30.08.2024. In COCP No.265 of 2025, the principal allegation against him is that he intended to further alienate the property notwithstanding the order of this Court.

194. Mere intention or apprehension of a future alienation cannot, by itself, constitute completed civil contempt. The Court must be satisfied that the alleged contemnor has actually undertaken an act prohibited by the order or has otherwise consciously acted in a manner amounting to its wilful violation.

195. The fact that Sunil Saini accepted the sale deeds executed in his favour does not establish that he himself committed contempt of the order dated 04.12.2019. His substantive rights under those transactions and the question whether those transactions can bind the decree-holders or other persons claiming rights in the property are separate matters, which have been dealt with elsewhere in this judgment.

196. No sufficient material has been brought on record to establish that Sunil Saini, after acquiring the property, actually proceeded to effect a further alienation or undertook any other specific act in violation of the order dated 04.12.2019. An apprehension that he may do so in future cannot substitute proof of a completed wilful violation.

197. As such, the Court finds no sufficient basis to hold Sunil Saini guilty of contempt.

Case of Sub-Registrar, Sohna

198. The allegation against the Sub-Registrar, Sohna, is still different. The grievance of the applicants is that, after the sale deeds dated 30.08.2024

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

had been registered in favour of Sunil Saini, the Sub-Registrar was requested to cancel the said sale deeds but did not do so.

199. The order dated 04.12.2019 directed maintenance of status quo in respect of the suit property. No material has been shown to establish that the said order imposed upon the Sub-Registrar a positive obligation to cancel a registered sale deed after its execution and registration. Nor is there any subsequent order specifically directing him to cancel the instruments.

200. The failure of the Sub-Registrar to accede to a request for cancellation of a registered conveyance cannot, by itself, amount to wilful disobedience of the order dated 04.12.2019. The question whether the sale deeds were legally liable to be cancelled is distinct from the question whether the registering authority committed contempt by not cancelling them.

201. A finding of contempt must rest upon violation of a specific and binding direction of the Court. In the absence of material establishing such direction and its conscious violation by the Sub-Registrar, no finding of civil contempt can be recorded against him.

202. The proceedings against the Sub-Registrar, Sohna, are accordingly liable to be dismissed.

Effect of the contemptuous transactions:

203. Before proceeding to the final orders in the contempt petitions, it is necessary to clarify the relationship between the finding of contempt and the substantive effect of the transactions dated 30.08.2024. The two questions are distinct. A transfer pendente lite does not ordinarily become void ab initio merely by reason of Section 52 of the Transfer of Property Act, 1882. The transferee takes the property subject to the result of the litigation.

204. The Hon'ble Supreme Court in ***Thomson Press (India) Ltd. v. Nanak Builders & Investors (P) Ltd.'s case (supra)*** and ***T. Ravi v. B. Chinna Narasimha, (2017) 7 SCC 342*** has explained the effect of lis pendens in these

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

terms. The subsequent transferee remains bound by the adjudication and cannot acquire a title superior to that of his transferor.

205. At the same time, the present case contains an additional feature in as much as the transactions dated 30.08.2024 were entered into in deliberate violation of a specific order of this Court. The Hon'ble Supreme Court in ***Balwantbhai Somabhai Bhandari v. Hiralal Somabhai Contractor, 2023 INSC 805,*** has recognised that where transactions are entered into in deliberate disobedience of a subsisting order or undertaking, the contempt jurisdiction may require appropriate directions so that the contemnor does not obtain an advantage from his own contumacious act.

206. In the present case, however, having regard to the fact that the substantive title controversy has already been adjudicated and the subsequent transferees have been brought before this Court, it is unnecessary to pronounce a general declaration that every transaction flowing from the sale deeds dated 30.08.2024 is void for all purposes.

207. What is necessary to clarify, and is hereby declared, is that the sale deeds dated 30.08.2024 executed by Sat Narayan Bansal in favour of Sunil Saini, and every transaction flowing from them, shall remain subject to the findings recorded in this judgment; the rights of Bimla Jain and Anil Jain under the decree dated 14.09.2019; the doctrine of lis pendens embodied in Section 52 of the Transfer of Property Act, 1882, and the order dated 04.12.2019.

208. In particular, no right arising from the said transactions shall be asserted so as to defeat, dilute, circumvent or prejudice the rights of Bimla Jain and Anil Jain under the decree dated 14.09.2019. Likewise, Sunil Saini cannot convey to any subsequent transferee a title superior to that which he himself acquired from Sat Narayan Bansal.

209. The sale deed dated 05.11.2024 executed by Sunil Saini in favour of Rajinder Sharma shall consequently stand on no better footing. Rajinder Sharma can claim only such right, title and interest as Sunil Saini was legally

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

competent to convey and shall remain bound by the findings and directions contained in this judgment.

Conclusion in the contempt petitions:

210. The Court has considered the conduct of each alleged contemnor separately. Sat Narayan Bansal was a party to the proceedings, had knowledge of the order dated 04.12.2019 and nevertheless himself executed substantial registered conveyances concerning the subject property in favour of Sunil Saini. Karishma Floricultures, through its authorised representation, simultaneously surrendered its leasehold interest in favour of the same transferee.

211. The Court is satisfied that the conduct of Sat Narayan Bansal and Karishma Floricultures constituted conscious and deliberate disobedience of the order dated 04.12.2019.

212. The case against Sunil Saini is different. No completed act of further alienation or other specific violation of the order has been established against him. Similarly, no specific direction of this Court requiring the Sub-Registrar, Sohna, to cancel the registered sale deeds has been shown. The material is, therefore, insufficient to record a finding of contempt against either of them.

213. Accordingly, Sat Narayan Bansal and Karishma Floricultures are held guilty of wilful and deliberate disobedience of the order dated 04.12.2019. Sunil Saini and the Sub-Registrar, Sohna are not held guilty of contempt.

Question of sentence:

214. Having recorded a finding of guilt against Sat Narayan Bansal and Karishma Floricultures, the Court is now required to consider the appropriate consequence. The question of sentence is to be addressed separately after hearing the contemnors specifically on that aspect. The Court, therefore, considers it appropriate not to impose sentence at this stage.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

215. The finding of guilt recorded herein shall, however, remain operative. The matter shall be listed separately for hearing Sat Narayan Bansal and Karishma Floricultures on the question of sentence, after affording them an opportunity to address the Court on that aspect.

Conclusions and operative directions:

216. In view of the foregoing discussion and findings, the following conclusions and directions shall govern the disposal of the appeals and the connected proceedings:

(i) The General Power of Attorney dated 05.07.1990, registered on 26.07.1990, and the five sale deeds dated 28.07.1990 executed pursuant thereto are held valid, subject to the findings recorded herein regarding the extent of the property covered by the respective conveyances.

(ii) The subsequent chain originating from the sale deed dated 13.05.2004 executed by Dev Bhushan Gupta in favour of Kaptan Singh cannot confer any title in respect of the property already covered by the valid transactions of 28.07.1990. Persons claiming through Dev Bhushan Gupta/Kaptan Singh cannot, therefore, acquire title to such property through that subsequent chain.

(iii) Persons claiming through Sat Narain Bansal/Karishma Flouriculture, to the extent their respective transactions are traceable to the valid chain originating from the transactions of 28.07.1990, derive their rights through that chain, subject to the validity and extent of their individual transactions and the other findings recorded herein.

(iv) The impleadment of any subsequent transferee does not, by itself, amount to an independent declaration or recognition of title in his or her favour. Every transferee shall remain subject to the title of the transferor through whom the claim is made and, wherever applicable, to Section 52 of the Transfer of Property Act, 1882.

(v) The sale deeds dated 30.08.2024 executed by Sat Narain Bansal in favour of Sunil Saini shall not bind Bimla Jain and Anil Jain and shall not

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

affect, defeat, extinguish, dilute or prejudice any right enforceable by them under the decree dated 14.09.2019. The sale deed dated 05.11.2024 executed by Sunil Saini in favour of Rajinder Sharma shall likewise remain subject to the aforesaid rights and to the findings and directions contained in this judgment.

(vi) No subsequent transaction shall confer upon any transferee any right or equity contrary to the findings and directions contained in this judgment, the decree dated 14.09.2019, the order dated 04.12.2019 or Section 52 of the Transfer of Property Act, 1882.

(vii) Sat Narain Bansal and Karishma Flouriculture are held guilty of civil contempt for wilful and deliberate disobedience of the order dated 04.12.2019. No finding of contempt is recorded against Sunil Saini or the Sub-Registrar, Sohna.

(viii) The question of sentence in respect of Sat Narain Bansal and Karishma Flouriculture shall be considered separately after hearing them on sentence.

217. Consequently, all the four Regular Second Appeals stand dismissed. The two appeals preferred by plaintiff No.1-Dev Bhushan Gupta and the two appeals preferred by plaintiff No.5-Suraj Pal are accordingly dismissed. The judgments and decrees under challenge shall stand affirmed, subject to the clarifications, declarations and directions contained in this judgment.

218. The Registry shall prepare and place on record an amended cause title in each of the four appeals in conformity with the orders of impleadment passed in the present proceedings. The persons impleaded claiming through the Dev Bhushan Gupta/Kaptan Singh chain shall be assigned appropriate serial numbers in the appellants' array, whereas the persons impleaded claiming through the Sat Narain Bansal chain shall be assigned appropriate serial numbers in the respondents' array. The amended cause title shall be made consistent across all four appeals.

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

219. The aforesaid re-arrangement of the party array is consequential to the orders of impleadment and shall not, merely by reason of the placement of any person in the appellants' or respondents' array, be construed as an independent declaration or recognition of title. The substantive rights of all impleaded persons shall remain governed by the findings, declarations and directions contained in this judgment and by the respective chain of title through which they claim.

220. All pending miscellaneous applications, except those specifically dealt with by separate directions in this judgment, shall stand disposed of accordingly. There shall be no order as to costs, except as specifically directed herein.

221. In view of the findings of guilt recorded in COCP Nos.265 and 1945 of 2025 against Sat Narayan Bansal and Karishma Floricultures Limited, both these contempt petitions be separated and be listed on 17.09.2026 for hearing on quantum of sentence.

Photocopy of this order be placed on the connected case files.

(DEEPAK GUPTA)
JUDGE

02.09.2026
Sarita

Whether speaking/reasoned?	Yes
Whether reportable?	Yes

Uploaded on.: 03.09.2026

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

<u>Annexure ‘A’</u>

<table>
<tr><td colspan="2">Sale Deed dt. 13.05.2004</td><td colspan="4">Dev Bhushan (Plaintiff) sold 104-4M to Kaptan Singh for ₹13 Lacs</td></tr>
<tr><td colspan="2">Sale Deed dt. 08.11.2004</td><td colspan="4">Kaptan Singh sold 8K-0M to Smt. Kiran Bala</td></tr>
<tr><td colspan="2">Sale Deed dt. 08.11.2004</td><td colspan="4">Kaptan Singh sold 8K-0M to Munish Kumar</td></tr>
<tr><td>CM N:</td><td>Provision</td><td>Applicants /
Vendees</td><td>Basis</td><td>Vendor</td><td>Land Area</td></tr>
<tr><td colspan="6">RSA No. 5326 of 2019 ‘Suraj Pal (plaintiff N: 5) vs Krishna Flouriculture & Others (remaining plaintiffs & defendants)</td></tr>
<tr><td>CM N: 2839 C-2021</td><td>Under Order 22 Rule 10 CPC</td><td>• Prabhat Kumar
• [Anuj Dewan Adv.]</td><td>Sale Deed dt. 23.07.2004 [8K for ₹16.5 Lacs] & Transfer Deed dt. 07.01.2005 [6K-08M for ₹2.5 Lacs from B.S.Kapoor, vendee of Kaptan Singh vide sale deed dt.14.09.2004</td><td>Kaptan Singh, vendee of Plaintiff N: 1 – Dev Bhushan</td><td>8K + 6K 8M =
14K—8M</td></tr>
<tr><td>CM N: 2875 C-2020</td><td>Under Order I Rule 10 CPC read with Order 22 Rule 10 CPC</td><td>• Bimla Jain
• Anil Jain
• [Lokesh Sinhal Adv.]</td><td>ATS dt.06.01.2009
[₹3.2 Crore]</td><td>Sat Narayan Bansal</td><td>104K-4M</td></tr>
<tr><td>CM N: 10762 C-2026</td><td>Under Order I Rule 10 CPC + O.22 R.10 CPC read</td><td>• Omkar Singh [Rakesh Dhiman Adv]</td><td>Sale Deed dated 29.11.2012
[₹89,37,500 /-]</td><td>Plaintiffs N: 2 to 4, vendees of Kaptan Singh, vendee of Dev Bhushan</td><td>13 Kanal</td></tr>
</table>

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and integrity of this document

	with Section 151 CPC				
CM N: 3167 C-2023	Under Order 23 Rule 3 read with Section 151 CPC	• Sat Narayan Bansal & Krishma Flouriculture *(Defendants N: 6 & 7)* *[Pankaj Gupta Adv.]*	To take on record Settlement Deed/ MoU dt. 6.12.2021 & disposal of RSA N: 5326/ 2019 (For consideration of ₹1 Crore)	Between Suraj Pal (Pl. N: 5 – appellant and applicants-Def N: 6 & 7) – Earlier purchased by Krishma (Def. N: 7) vide sale deed dt. 28.07.1990 – relinquished rights in favour of Suraj Pal – Pl. N: 5	w.r.t 18K-14M
CM N: 11411-C of 2023	Under Order 39 Rule 1 & 2 CPC	• Sat Narayan Bansal & Krishma Flouriculture	To stay further alienation		
CM N: 11412-C of 2023	Under Order 39 Rule 2A CPC	• Sat Narayan Bansal & Krishma Flouriculture	• To initiate action against Dev Bhushan, Kaptan & Others, as despite status quo order dated 04.12.2019 of HC, various alienations have been made. • Breach of order dated 29.07.2021 • Breach of Affidavit dated 24.09.2021		
CM N: 1291 C-2025	Under Order 23 Rule 3 CPC	• Appellant – Suraj Pal *(plaintiff N: 5)* *[G.S.Sullar Adv.]*	For withdrawal of Appeal based on **settlement agreement dt. 03.02.2025** with Krishma Flouriculture		
RSA No. 5337 of 2019 'Suraj Pal *(plaintiff N: 5)* vs Sat Narayan Bansal & Others *(remaining plaintiffs & defendants)*					
CM N: 2833 C-2021	Under Order 22 Rule 10 CPC	• Prabhat Kumar • *[Anuj Dewan Adv.]*	Sale Deed dt. 23.07.2004 [8K for ₹16.5 Lacs] & Transfer	Kaptan Singh, vendee of Plaintiff N: 1 – Dev Bhushan	8K + 6K 8M = 14K—8M

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and integrity of this document

			Deed dt. 07.01.2005 [6K-08M for ₹2.5 Lacs from B.S.Kapoor, vendee of Kaptan Singh vide sale deed dt.14.09.2004		
CM N: 2880 C-2020	Under Order I Rule 10 CPC read with Order 22 Rule 10 CPC	• Bimla Jain • Anil Jain • *[Lokesh Sinhal Adv.]*	ATS dt.06.01.2009 [₹3.2 Crore]	Sat Narayan Bansal	104K-4M
CM N: 10761 C-2026	Under Order I Rule 10 CPC + O.22 R.10 CPC read with Section 151 CPC	• Omkar Singh • *[Rakesh Dhiman Adv]*	Sale Deed dated 29.11.2012 [₹89,37,500 /-]	Plaintiffs N: 2 to 4, vendees of Kaptan Singh, vendee of Dev Bhushan	13 Kanal
CM N: 2316 C-2026	Under Order 1 Rule 10 CPC	• Jatin Bhagat *[Shreenath Khemka, Adv.]*	Sale Deed dt. 11.12.2018 [₹73,80,000 /-]	Parvesh & Smt. Roshni, vendees from Kaptan Singh, vendee of Plaintiff N: 1 – Dev Bhushan	2K-19M-6 Sarsai
CM N: 3186 C-2023	Under Order 23 Rule 3 CPC	• Sat Narayan Bansal & Krishma Flouriculture *(Defendants N: 6 & 7)* *[Pankaj Gupta*	To take on record Settlement Deed/ MoU dt. 6.12.2021 & disposal of RSA (For consideratio	Between Suraj Pal (Pl. N: 5 – appellant and applicants-Def N: 6 & 7) – Earlier purchased by Krishma (Def. N: 7) vide sale deed dt. 28.07.1990 –	w.r.t 18K-14M

		Adv.]	n of ₹1 Crore)	relinquished rights in favour of Suraj Pal – Pl. N: 5	
CM N: 1301 C-2025	Under Section 151 CPC	• Appellant – Suraj Pal *(plaintiff N: 5)* *[G.S.Sullar Adv.]*	For withdrawal of Appeal based on **settlement agreement dt. 03.02.2025** with Krishma Flouriculture		
RSA No. 5338 of 2019 'Dev Bhushan Gupta *(plaintiff N: 1)* vs Krishna Flouriculture & Others *(remaining plaintiffs & defendants)*					
CM N: 2827 C-2021	Under Order 22 Rule 10 CPC	• Prabhat Kumar • *[Anuj Dewan Adv.]*	Sale Deed dt. 23.07.2004 [8K for ₹16.5 Lacs] & Transfer Deed dt. 07.01.2005 [6K-08M for ₹2.5 Lacs from B.S.Kapoor, vendee of Kaptan Singh vide sale deed dt.14.09.2004	Kaptan Singh, vendee of Plaintiff N: 1 – Dev Bhushan	8K + 6K 8M = 14K—8M
CM N: 2876 C-2020	Under Order I Rule 10 CPC read with Order 22 Rule 10 CPC	• Bimla Jain • Anil Jain *[Lokesh Sinhal Adv.]*	ATS dt.06.01.2009 [₹3.2 Crore]	Sat Narayan Bansal	104K-4M
CM N: 10764 C-2026 & CM N: 10446 C-2021	Under Order I Rule 10 CPC + O.22 R.10 CPC read with Section	• Omkar Singh *[Rakesh Dhiman Adv]*	Sale Deed dated 29.11.2012 [₹89,37,500 /-]	Plaintiffs N: 2 to 4, vendees of Kaptan Singh, vendee of Dev Bhushan	13 Kanal

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and integrity of this document

	151 CPC				
CM N: 3941-C of 2024	Under Section 151 CPC	• Appellant – Dev Bhushan *(plaintiff N: 1)*	For withdrawal of Appeal based on compromise dt. 04.04.2024 with Kaptan Singh		
CM N: 11602 C-2025	Under Order I Rule 10 CPC	• Sunil Saini *[Aman Sharma Adv.]*	Two Sale Deeds dt. 30.08.2024 [₹9.3 Crore + ₹4.7 Crore = 14 Crore]	Sat Narayan Bansal	63K-19M + 32K-5M
CM N: 12397 -C of 2024	Under Section 151 CPC	• Sat Narayan Bansal *[Abhilaksh Grover, Adv.]*	To place on record Compromise Deed dt. 07.12.2024 between plaintiff – Appellant Dev Bhushan & Sat Narayan Bansal, whereby Dev Bhushan has relinquished all his rights in favour of Sat Narayan Bansal		
RSA No. 5336 of 2019 'Dev Bhushan Gupta *(plaintiff N: 1)* vs Sat Narayan Bansal & Others *(remaining plaintiffs & defendants)*					
CM N: 2828 C-2021	Under Order 22 Rule 10 CPC	• Prabhat Kumar *[Anuj Dewan Adv.]*	Sale Deed dt. 23.07.2004 [8K for ₹16.5 Lacs] & Transfer Deed dt. 07.01.2005 [6K-08M for ₹2.5 Lacs from B.S.Kapoor, vendee of Kaptan Singh vide sale deed dt.14.09.2004	Kaptan Singh, vendee of Plaintiff N: 1 – Dev Bhushan	8K + 6K 8M = 14K—8M
CM N: 5129 C-2022	Under Order I Rule 10 CPC + O.22 R.10 CPC + Section 151 CPC	• Jaswant Singh s/o Durga Prashad *[Chetan Slathia Adv.]*	Sale Deed dt.11.03.2005 [16K-5M] + Two sale deeds dt. 14.03.2005 [8K + 8K]	Kaptan Singh, vendee of Dev Bhushan + Kiran Bala & Munish Kumar, vendees of Kaptan Singh	32K-5M

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and
integrity of this document

			[Total – ₹ 4,03,000/-]		
CM N: 2881 C-2021	Under Order I Rule 10 CPC read with Order 22 Rule 10 CPC	• Bimla Jain • Anil Jain *[Lokesh Sinhal Adv.]*	ATS dt.06.01.2009 [₹3.2 Crore]	Sat Narayan Bansal	104K-4M
CM N: 396 C-2020	Under Order I Rule 10 CPC	• Kamla w/o Balbir *[Suvir Sidhu Adv.]*	Sale Deed dated 27.06.2012 [₹41,94,000/-]	Inderjit Singh	6K-2M
CM N: 10763 C-2026	Under Order I Rule 10 CPC + O.22 R.10 CPC read with Section 151 CPC	• Omkar Singh • *[Rakesh Dhiman Adv]*	Sale Deed dated 29.11.2012 [₹89,37,500/-]	Plaintiffs N: 2 to 4, vendees of Kaptan Singh, vendee of Dev Bhushan	13 Kanal
CM N: 1910 C-2026	Under Order 1 Rule 10 CPC	• Jatin Bhagat *[Shreenath Khemka, Adv.]*	Sale Deed dt. 11.12.2018 [₹73,80,000/-]	Parvesh & Smt. Roshni, vendees from Kaptan Singh, vendee of Plaintiff N: 1 – Dev Bhushan	2K-19M-6 Sarsai
CM N: 11426-C of 2023	Under Order 39 Rule 1 & 2 CPC	• Sat Narayan Bansal & Krishma Flouriculture	To stay further alienation		
CM N: 11427-C of 2023	Under Order 39 Rule 2A CPC	Sat Narayan Bansal & Krishma Flouriculture	To initiate action against Dev Bhushan, Kaptan & Others, as despite status quo order dated 04.12.2019 of HC, various alienations have been made		
CM N:	Under	• Appellant	For		

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and integrity of this document

<table>
<tr><td>3968 C-2024</td><td>Section 151 CPC</td><td>– Dev Bhushan (plaintiff N: 1)
• [Vaibhav Bhargav Adv.]</td><td>withdrawal of Appeal based on compromise dt. 04.04.2024 with Kaptan Singh</td><td></td><td></td></tr>
<tr><td>CM N: 11597 C-2025</td><td>Under Order I Rule 10 CPC</td><td>• Sunil Saini [Aman Sharma Adv.]</td><td>Two Sale Deeds dt. 30.08.2024
[₹9.3 Crore + ₹4.7 Crore = 14 Crore]</td><td>Sat Narayan Bansal</td><td>63K-19M + 32K-5M</td></tr>
<tr><td>CM N: 10490 C-2026</td><td>Under Order I Rule 10 CPC</td><td>• Rajinder Sharma [Kamaljeet Dahiya, Adv.]</td><td>Sale Deed dt. 05.11.2024
[₹25 Crore]</td><td>Sunil Saini, vendee of Sat Narayan Bansal</td><td>32K-05M</td></tr>
<tr><td>CM N: 12413 C-2024</td><td>Under Section 151 CPC</td><td>Appellant – Dev Bhushan (plaintiff N: 1)
[Abhilaksh Grover, Adv.]</td><td>To place on record compromise dated 07.12.2024</td><td></td><td></td></tr>
<tr><td colspan="6">COCP N: 238 of 2020 in RSA N: 5338/2019 – ‘Sat Narayan vs Dev Bhushan & Others’ – dismissed as withdrawn on 10.01.2023 after undertaking Dev Bhushan & Suraj Pal</td></tr>
<tr><td colspan="6">COCP N: 1945 of 2025 ‘Bimla Jain vs. Sat Narayan Bansal & Krishma Floriculture’</td></tr>
<tr><td colspan="6">• For violating Order dated 04.12.2019
• Due to selling of property to Sunil Saini vide sale deed dated 30.08.2024 & cancellation of lease deed dt. 30.08.2024</td></tr>
<tr><td colspan="6">COCP N: 265 of 2025 in RSA N: 5336/2019 ‘Prabhat & Jaswant vs. Sat Narayan Bansal, Sunil Saini & Suresh, Sub-Registrar’</td></tr>
<tr><td colspan="6">• For violating Order dated 04.12.2019, whereby status quo qua alienation and possession was stayed
• Due to selling of property to Sunil Saini vide sale deed dated 30.08.2024 & cancellation of lease deed dt. 30.08.2024</td></tr>
</table>

(DEEPAK GUPTA)
JUDGE

02.09.2026
Sarita

SARITA RANI
2026.09.03 18:31
I attest to the accuracy and integrity of this document