



2026:AHC:201998

## HIGH COURT OF JUDICATURE AT ALLAHABAD

SECOND APPEAL No. - 71 of 2026

Devendra Singh

.....Appellant(s)

Versus

Great Home Developers Pvt. Ltd.

.....Respondent(s)

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|---------------------------|------------------------------------------------|
| Counsel for Appellant(s)  | : Pankaj Agarwal, Sagar Saxena, Shikhar Tandon |
| Counsel for Respondent(s) | : Pavan Kishore                                |

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AFR

Judgment reserved on 2.9.2026.

Judgment delivered on 25.9.2026.

Court No. - 90

**HON'BLE ABDUL SHAHID, J.**

1. Heard Sri Pankaj Agarwal, learned Senior Advocate, assisted by Sri Shikhar Tandon learned counsel for the appellant/plaintiff and Sri Rahul Agarwal, Senior Advocate, assisted by Sri Pavan Kishore, learned counsel for the respondent/defendant.

2. The present second appeal has been preferred against the impugned judgment and order dated judgment dated 21.11.2025 and decree dated 25.11.2025, passed by the first appellate court/Additional District and Sessions Judge/ FTC-I, Hapur in Civil Appeal No. 75 of 2018 (Devendra Singh Vs. Great Home Developers Pvt. Ltd.). arising out of judgment and order dated 3.5.2018, passed by the learned Civil Judge (Junior Division), II, Hapur in Original Suit No. 360 of 2011 (Devendra Singh Vs. Great Home Developers Pvt. Ltd.) and decree dated 19.5.2018.

3. The substantial questions of law for consideration in the present second appeal is 'whether a sale deed can be declared void under Section 54 of the Transfer of Property Act, 1882, if the sale consideration is found not paid by the purchaser'?

4. The basic fact of the case is that the appellant/plaintiff, Devendra Singh has filed a suit being Original Suit No. 360 of 2011 (Devendra Singh Vs. Great Home Developers Pvt. Ltd.) before the Civil Judge (Junior Division), II, Hapur for cancellation of registered sale deed dated 10.12.2008, which is

registered at Book No. 1 Volume 5739 page 108/201 number 11567 before Sub-Registrar, Hapur. The appellant/plaintiff has stated in the said suit that he is the owner of 1/3rd portion ad-measuring 3.3400 hectares of Khasra nos. 175, 160, 109, 194, 196, 197, 198, 199 and 797, situated at village Hasanpur Lodha, Tehsil Dhaulana, District Hapur. It is stated that sale consideration has been fixed with the respondent/defendant for Rs. 44,25,000/ per bigha and total consideration was fixed Rs. 5,84,24,750/. It was agreed that the respondent/defendant will pay 20 equal monthly installment and after payment of entire sale consideration, the possession would be delivered by the appellant/plaintiff.

5. It is submitted further by the appellant/plaintiff, that in view of the aforesaid terms and conditions, the registered sale deed dated 10.12.2008 as mentioned herein above was registered. At the time of registration of said sale deed, the respondent/defendant has paid three cheques of Opus Buildtech Pvt. Ltd Company vide cheque nos. 2335 dated 1.9.2010 of Rs. 70 lacs, cheque no. 2336 dated 20.9.2010 of Rs. 70 lacs and cheque no. 2337 dated 10.9.2010 of Rs. 70 lacs with assurance that all will be honoured. The details of said cheques have been mentioned in the said registered sale deed. In the said registered sale deed, the receiving of Rs. 3,76,000/ has been wrongly mentioned. In lieu of said cheque amount, a cheque of same amount vide cheque no. 21330 dated 20.7.2010 of Bank of India, Noida was given which was signed by Vaibhav Agrawal son of Sri Kailash Chandra. Hence, defendant/respondent has given the aforesaid four cheque of sale consideration. The sale deed was registered and executed on this assurance that after payment of entire sale consideration, the possession would be delivered and the defendant/respondent will get right of ownership and till then, possession over the land in question would remain continue with the appellant/plaintiff. The plaintiff/appellant did not raise objection of execution of sale deed on government rate.

6. When the aforesaid cheques have been deposited in his account, all these cheques have been dishonoured due to reason 'insufficient fund'. Thereafter, further, defendant/respondent has given three cheques to the plaintiff/appellant vide cheque nos. 1880, 1881, 1882 dated 1.8.2011, 2.8.2011 and 3.8.2011 respectively of each amount of Rs. 70 lacs, details of which has been mentioned and registered in correction deed dated

16.3.2011. These aforesaid three cheques have been deposited by the appellant/plaintiff in his account and they were also dis-honoured further on 18.11.2011. Another cheque No. 21377 dated 1.8.2011 which was also given by the defendant/respondent from the account of Vaibhav Agrawal, it has also been dis-honoured due to signature difference.

7. Apart from these cheques, the defendant/respondent had also given cheque No. 21329 dated 10.2.2009 of Rs. 40 lacs, cheque no. 21328 dated 2.9.2010 of Rs. 62,28,750/ and cheque no. 8786 dated 10.2.2011 of Rs. 40 lacs signed by Vaibhav Agrawal to the appellant/plaintiff, which were also dis-honoured due to insufficient funds. The plaintiff/appellant has got Rs. 5 lacs through DD No. 2887 dated 21.1.2011 and transfer entry dated 25.2.2011, 21.4.2011 and 4.5.2011 of Rs. 10 lacs each and Rs. 1,78,20,000/ cash by way of voucher of the company. Hence, only Rs. 2,13,20,000/ has been paid to the plaintiff/appellant. The balance sale consideration of Rs. 3,71,04,750/- is still due on the respondent/defendant, which he has refused for paying the same. The defendant did not pay agreed sale consideration to the plaintiff/appellant. The plaintiff/appellant was not having any intention that right of ownership may be transferred without payment of sale consideration. Said registered sale deed which is without payment of consideration and also obtained by way of fraud, it would not provide any right of ownership to the defendant/respondent. The mutation in the name of defendant/respondent on the basis of said sale deed on 12.1.2009 could not adversely affect any right of ownership of the plaintiff/appellant. The defendant/respondent has threatened on 1.12.2010 to take possession and refused to pay balance sale consideration, hence, the present suit has been filed.

8. The defendant/respondent has filed his written statement and denied all paragraphs of the plaint filed by the plaintiff/appellant as incorrect. In the additional statement, the respondent/defendant has stated that the plaintiff has filed suit totally on false, fabricated and concocted grounds. There is no truth in it. The plaintiff is neither owner nor in physical possession over the property in dispute. There was no agreed amount between plaintiff and defendant for purchase of said property at the rate of Rs. 44,25,000/ per Bigha. There was no total sale consideration was ever agreed as Rs. 5,84,24,750/-. Truth is it; that agreement took place between the plaintiff and

the defendant for sale and purchase of said property @ Rs. 800/ per sq. meter i.e. total sale consideration of Rs. 2,13,76,000/-. It is absolutely incorrect and denied that there was any agreement between plaintiff and defendant that plaintiff would deliver possession of said property after registered sale deed and payment in next 20 months. Whereas, correct fact is that the sale consideration has been agreed between plaintiff and the defendant on the basis of cash and cheques. The physical possession has already been delivered by the plaintiff to the defendant on the same day when the registered sale deed was executed.

9. The defendant further submitted that so far as dishonour of cheque is concerned, the registered sale deed could not be declared as null and void on that basis. It could not be cancelled on said count. If there is any amount due regarding sale consideration, the plaintiff is having legal right to file a suit for recovery of money. The suit for cancellation of suit is not maintainable. Even, otherwise the plaintiff/appellant is also having legal right to file complaint under the Negotiable Instrument Act due to dishonour of the cheques. The dishonour of cheque is not the basis for cancellation of registered sale deed. It is pertinent to mention here that the plaintiff has already admitted that he has received an amount of Rs. 2,13,20,000/- from the defendant and balance Rs. 56,000/ has already received by the plaintiff/appellant from the defendant/respondent in cash. There is no sale consideration is due on the part of the respondent/defendant. The plaintiff has also received all the expenses from the defendant. The plaintiff has filed said suit to blackmail the defendant. There is no cause of action has ever accrued in favour of the plaintiff.

10. It is undisputed fact that the registered sale deed is executed by the plaintiff in favour of the defendant on 10.12.2008 and thereafter, mutation was also made in favour of the defendant/respondent. The plaintiff/appellant did not raise any objection at the time of mutation. In the said sale deed, the valuation of said sale deed as Rs. 2,13,76,000/ is mentioned in the registered sale deed, on which stamp duty of Rs. 10,70,000/ had been paid. Said registered sale deed is executed by the appellant/plaintiff in favour of respondent/defendant. It is specifically mentioned in the registered sale deed that plaintiff has well understood all contents of registered sale deed and agreed to sell said land for a sale consideration of Rs. 2,13,76,000/, half of

which is Rs. 1,06,88,000/ and on which, plaintiff/appellant has transferred all his right of ownership in full to the defendant/respondent and received entire sale consideration as mentioned in the sale deed and no amount has been left to be paid and nothing would be considered as left in future.

11. It has been specifically mentioned in the said sale deed at page 11 and 12 that right of ownership and possession had been delivered to the transferee and all rights had been transferred. Now, the transferor or his legal heirs has no legal right or share in the said land of transferee and it would not be even considered in future. The transferee shall get mutated his name in the revenue records. It has specifically been mentioned at page 23 and 24 of the sale deed that the possession has been transferred and received to the transferee on the spot. It is also mentioned at page 25 and 26 of the sale deed that all contents had been rightly mentioned and written in the said sale deed and nothing has been concealed.

12. The details of land as mentioned herein above is also mentioned in the said sale deed. It has further been mentioned at page 38 and 39 of registered sale deed that the plaintiff/appellant has completely transferred his right of ownership and possession i.e. land 33400 sq. meter as sold by the appellant/plaintiff and the appellant has not left any share in said Khasra. It would not even considered in future.

13. The details of sale consideration is mentioned at page 43 and 44 of the said sale deed that he received sale consideration Rs. 70 lacs each vide cheque nos 002335, 002336 and 002337, drawn on Bank of India, Noida. He received it and balance sale consideration of Rs. 3,76,000/ has been received in cash. Hence, he has received entire sale consideration. Now, nothing sale consideration has been left. It would not even consider in future and it would be considered that all sale consideration has been received. It is specifically mentioned in page no. 45 of the sale deed that said registered sale deed has been executed and registered on his own will and good and sound mind without any undue influence or coercion, that would be treated as evidence in future.

14. Learned counsel for the appellant/plaintiff has submitted that there was no real intention of plaintiff/appellant to transfer right of ownership and possession at the time of registration of sale deed. The balance payment is

still not paid to the appellant/plaintiff by the respondent/defendant. In view of these, registered sale deed is null and void and it is liable to be cancelled.

15. Learned counsel for the respondent/defendant has submitted that the registered sale deed has been executed by the appellant/plaintiff which is duly registered before the Sub-Registrar. It is a valid registered deed and the plaintiff/appellant has transferred all his right and ownership as well as possession by way of that registered sale deed. The name of the respondent/defendant on said purchase land has already been mutated in the revenue record in his name. There is no objection was ever raised by the appellant/plaintiff at the time of mutation of name. The appellant/plaintiff has also admitted in his statement recorded before the learned trial court that he has not raised any objection even at the time of mutation in the name of respondent/defendant.

16. Learned counsel for the respondent/defendant has further submitted that the question of sale consideration would not become basis for cancellation of registered sale deed. If the plaintiff/appellant is having any grievance about sale consideration, he is having right to file civil suit for recovery of the money. The suit for cancellation of registered sale deed is not maintainable. Therefore, the judgment and decree passed by the learned trial court as well as by first appellate court are absolutely correct and are liable to be up-held. The second appeal is liable to be dismissed.

17. Section 54 of the Transfer of Property Act, 1882 defines as under:-

*" 54. "Sale" defined.-"Sale" is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.*

*Sale how made. Such transfer, in the case of tangible immoveable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument.*

*In the case of tangible immoveable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property.*

*Delivery of tangible immoveable property takes place when the seller places the buyer, or such person as he directs, in possession of the property.*

*Contract for sale. A contract for the sale of immoveable property is a contract that a sale of such property shall take place on terms settled between the parties. It does not,*

*of itself, create any interest in or charge on such property."*

18. Section 91 of the Indian Evidence Act, 1872 defines as under:-

***"91. Evidence of terms of contracts, grants and other dispositions of property reduced to form of documents.-*** *When the terms of a contract, or of a grant, or of any other disposition of property, have been reduced to the form of a document, and in all cases in which any matter is required by law to be reduced to the form of a document, no evidence shall be given in proof of the terms of such contract, grant or other disposition of property, or of such matter, except the document itself, or secondary evidence of its contents in cases in which secondary evidence is admissible under the provisions herein before contained.*

*Exception 1. When a public officer is required by law to be appointed in writing, and when it is shown that any particular person has acted as such officer, the writing by which he is appointed need not be proved.*

*Exception 2. Wills [admitted to probate in [India]] may be proved by the probate.*

*Explanation 1. This section applies equally to cases in which the contracts, grants or dispositions of property referred to are contained in one document, and to cases in which they are contained in more documents than one.*

*Explanation. 2. Where there are more originals than one, one original only need be proved.*

*Explanation 3. The statement, in any document whatever, of a fact other than the facts referred to in this section, shall not preclude the admission of oral evidence as to the same fact."*

19. The appellant/plaintiff, Devendra Singh has deposed himself as PW-1 and has reiterated the contents of the plaint in his examination-in-chief, where he has filed affidavit dated 20.5.2017. In the cross-examination, PW-1 has deposed that what are number of Khasra of the property in dispute, it is not remember to myself. I could explain it after perusal of it. He has stated that copy of memorandum of association of Opus Buildtech or Great Home Developer had been filed, when file was shown to the witness, after perusal of the file by the witness, he stated that both these documents are not available in the file. Why, it has not been filed, it would be told by my advocate. I had delivered the copy to him. Whether it should be filed or not, it will also be known by my advocate. I was agreed to sell the entire land

because I was given good rate and I was also in the need of money. At the time of execution of deal, Jagvir, Vijendra, myself, D.K. Gupta and Bobby were present. I had received an amount of Rs. 2.10 crore or 2.20 crore in lieu of these sale deed. I have not submitted it. It is prepared in the hand writing of D.K. Gupta and same is with me. I will submit on the order passed by the court.

20. The appellant/plaintiff has specifically admitted in his cross-examination that after registration of sale deed, the name of defendant/respondent has entered in the revenue record because the mutation is already took place in his name. He has specifically admitted that I have not raised any objection on the mutation because there was no dispute. All the cheques which have been filed by myself, I had not get the payments of entire cheques. The cheque which the defendant is said one number that has also not been received by myself. I did not also get any amount of B-cheque. The cheque of paper no. 71Ga, 74Ga, 77Ga of Rs. 70-70 lacs each, I had not got payment of those cheques. I had also not received cheque of B-account which is numbered 89Ga, 94Ga, 97Ga, 100Ga. All these cheques are given by the defendant company. All these cheques of B-account are given by Sri Vaibhav Agrawal. I do not know, in which firm's name account are existing. The cheque of 70-70 lacs is of Opus Buildtech, they are not of Great Home Developers. I had also filed case under Section 138 of N.I. Act against Vaibhav Agrawal and Opus Buildtech. This is admission of the appellant/plaintiff that he had filed criminal complaint after dishonour of the cheque under Section 138 of N.I. Act.

21. He has further admitted in his cross-examination that he did not file any paper of case related with Section 138 of N.I. Act. I did not know, in which court, in district Ghaziabad, these cases of cheque are pending. The next date fixed is 31.7.2017. The cases under Section 138 of N.I. Act is pending. I had not initiated any civil suit for recovery of money.

22. He has specifically admitted that I have filed this case for cancellation of sale deed because he did not get money. I have filed copy of Khasra on the file. After perusing the file, the witness has told that there is no copy of Khasra is available on the file. It is copy of Khatauni. I do not know what is Khasra. The defendant did not raise any residential colony on the said land

or in the adjoining land. There was no written terms and condition took place prior to registration of sale deed. After agreement orally, directly sale deed was executed and registered. The deal was orally finalized 20-25 days prior to the registration of sale deed. I had read over disputed sale deed. Whatever is written in the sale deed, it is true and correct. He had admitted that he has perused the contents of the sale deed and whatever is written in it, it is true and correct. He further admitted that the dispute is of money only and there is no dispute of sale deed.

23. He further stated that it is belied to state that deal of land took place at the rate of Rs. 800/ per square meter for total sale consideration of Rs. 2,13,76,000/ and all payments which is mentioned in the sale deed has been received by himself. It is belied to state that Rs. 56,000/ has been received by me in cash. It is also belied to state that to create undue pressure on the defendant and to blackmail him, I had filed this suit and I am recording false statement.

24. PW-2, Jagvir Singh has been examined. He stated in his examination in chief that I know about the sale deeds and the transaction in question. He stated that the deal for the land of Devendra Singh, son of Jeet Singh, resident of Village Hasanpur Lodha, was made in my presence with the employees of Great Home Developers at the rate of ₹44,25,000/- per pakka bigha. The total price of the land was fixed at ₹5,84,24,750/-. I was present when the deal was made. I cultivate and look after Devendra Singh's land on his behalf. Even today, I am cultivating the said land. Devendra Singh is still in possession of the land which was sold to Great Home Developers. No employee or officer of the company ever came to take possession of the land, and possession was never given to the company. On the same day, the deal for the land of Bijendra Singh, son of Karan Singh, was also made in my presence at the same rate and on the same terms. It was agreed that the money would be paid after twenty months and possession would be given thereafter. I am also a witness to both the sale deeds. He has stated in his examination-in-chief that deal of land of 40 Bigha of Devendra was took place, which is of the year 2008. I do not remember the

month. He stated that deal was made orally. I am doing agricultural work on the land of Devendra Singh since 1980. I am doing the agricultural work of the appellant in partnership. I had went on the date of registration of sale deed. I had made witness in the sale deed. After writing sale deed, I had been told about it and thereafter, I had recorded myself as witness over it. I could not tell khasra number of land of Devendra and Vijendra. It is mentioned in the sale deed that payment would be made after 20 months and after payment of entire sale consideration, possession would be delivered. Whereas, no such terms and condition has been mentioned in the sale deed. He has stated that no amount has been paid at the time of registration of sale deed to Devendra Singh and Vijendra. Cheques, but what was the amount, I do not know. It is belied to state due to partner of Vijendra and Devendra, I am recording false statement.

25. Learned counsel for the respondent/defendant has relied on the law laid down in **Dahiben Vs. Arvindhbai Kalyanji Bhanusali (Gajra) dead through LR and others; (2020) 7 SCC 366**, wherein it is held by the Supreme Court that the plaintiff did not make any complaint whatsoever at any point of time. The conduct of the plaintiff is reflective of lacks of bona fide. In the said judgement, the Hon'ble Supreme Court held as follows:

*"29.6. The plaintiffs have made out a case of alleged non-payment of a part of the sale consideration in the Plaint, and prayed for the relief of cancellation of the sale deed on this ground.*

*29.8. In Vidyadhar v. Manikrao this Court held that the words " price paid or promised or part-paid and part-promised" indicates that actual payment of the whole of the price at the time of the execution of the sale deed is not a sine quo non for completion of the sale. Even if the whole of the price is not paid, but the document is executed, and thereafter registered, the sale would be complete, and the title would pass on to the transferee under the transaction. The non-payment of a part of the sale price would not affect the validity of the sale. Once the title in the property has already passed, even if the balance sale consideration is not paid, the sale could not be invalidated on this ground. In order to constitute a "sale", the parties must intend to transfer the ownership of the property, on the agreement to pay the price either in*

*praesenti, or in future.*

29.9. *In view of the law laid down by this Court, even if the averments of the plaintiffs are taken to be true, that the entire sale consideration had not in fact been paid, it could not be a ground for cancellation of the sale deed. The plaintiffs may have other remedies in law for recovery of the balance consideration, but could not be granted the relief of cancellation of the registered sale deed. we find that the suit filed by the plaintiffs is vexatious, meritless, and does not disclose a right to sue. The plaint is liable to be rejected under Order 7 Rule 11 (a).*

29.15. *If the plaintiffs had a genuine grievance of non-payment of the balance sale consideration, the plaintiffs could have moved for revocation of the permission granted by the Collector on 19-6-2009. Clause (6) of the order provided that:*

30. *The present suit filed by the plaintiffs is clearly an abuse of the process of the court, and bereft of any merit. The trial court has rightly exercised the power under Order 7 Rule 11 CPC, by allowing the application filed by Respondents 2 and 3, which was affirmed by the High Court.*

31. *In view of the aforesaid discussion, the present civil appeal is dismissed with costs of Rs 1,00,000 payable by the appellant to Respondents 2 and 3, within a period of twelve weeks from the date of this judgment. pending applications, if any, are accordingly disposed of.*

26. Learned counsel for the respondent/defendant has also relied on **Raziya Begum and others Vs. Nafisa Begum Abdul Hamid and others; 2026 INSC 814** and relied on paragraph no. 14 thereof, where the Hon'ble Supreme Court held as follows:

*" 14. Even if we understand the High Court having not entered into a re-appreciation of facts, it is clear that the conclusion on the available facts was wrong. The sale deed executed with full knowledge of the part consideration alone having been passed, cannot be rendered void or inoperative merely because the balance consideration promised to be paid, which promise was incorporated in the sale deed, had not been complied with. The right of the plaintiffs was to file for recovery of balance sale consideration and not to seek declaration that the sale deeds were null and void; which they are not."*

27. It is held by the Hon'ble Supreme Court in **Ishwar Das Jain Vs. Sohan**

**Lal (Dead) through LRs.; 2000 (39) ALR 756 (SC)** that there is a presumption of the correctness of the endorsement made by the Sub-Registrar under Section 58 of the Registration Act, it can be rebutted only by strong evidence.

28. It is held by the Hon'ble Supreme Court in **A. Raghavamma Vs. A. Chenchamma; AIR 1964 SC 136** that there is an essential distinction between "burden of proof" and "onus of proof". The burden of proof lies upon the person, who has to prove a fact and it never shifts, but the onus of proof shifts. Such a shifting of onus is a continuous process in the evaluation of evidence. Burden of proof has two distinct meaning, namely, (i), the burden of proof as a matter of law and pleadings, and (ii) the burden of proof as a matter of adducing evidence. Section 101 of the Evidence Act deals with the former and section 102 of the Evidence Act deals with latter. The first remain constant and second shifts, in a claim application, therefore, the burden of proof, in the first sense certainly lies on the claimant.

29. In the present matter, the sale deed is a registered document, hence its correctness is its presumption. The mutation has also been made in favour of respondent/defendant and for next two and half year, the plaintiff/appellant even did not raise any objection either before any competent authority. The mutation is also in the name of respondent/defendant and the plaintiff has also admitted in his cross-examination that mutation of said land in the name of respondent/defendant is even in his knowledge and he had not raised any objection because there was no dispute at that time. The basis of present civil suit filed by the appellant/plaintiff for cancellation of sale deed where registered sale deed is a base document. It is absolutely executed and registered and thereafter, mutation has also been done in the name of respondent/defendant, but the appellant/plaintiff did not raise any objection even at the time of mutation and it is also duly admitted by him in his cross-examination. The appellant/plaintiff has failed to prove his burden of proof.

30. There are concurrent finding has been given by the learned trial court as well as first appellate court. Learned trial court has dismissed the suit and the first appellate court has also affirmed the finding of the learned trial court and dismissed the first appeal wholly on merit.

31. It is held by the Allahabad High Court in **Laxmi Narain and another**

**Vs. Smt. Hubraja alias Barki; 1989 (15) ALR 800** that the finding of fact recorded by the first appellate court cannot be disturbed under Section 100 of CPC, 1908, in the second appeal.

32. It is held by the Allahabad High Court in **Smt. Prabhawati Devi (Dead) through LRs Vs. Smt. Champa Devi; 2012 (117) RD 341** that registered document-carry a presumption of valid execution. It is held by the Supreme Court in **Guru Nath Manohar Pavaskar and others Vs. Nagesh Siddappa Navalgund and others; 2008 (104) RD 243 (SC)** that revenue record is not a document of title. It merely raises a presumption of possession under Section 110 of the Evidence Act.

33. It is held by Supreme Court in **Maria Margarida Sequeira Fernandes and others Vs. Erasmo Jack De Sequeira (Dead) through LRs; 2012 (92) ALR 251 (SC)** that administration of justice-Judges at all levels have to seriously engage themselves in the journey of discovering truth. That is their mandate, obligation and bounden duty. Court must discharge its statutory functions, discretionary or obligatory according to law in dispensation of justice. Duty of court not only to do justice, but to ensure that justice is being done. Judges and lawyers play equal role in administration of justice. Veracity of pleadings and documents must be given emphasis to ascertain the truth.

34. It is further held by the Supreme Court in the said judgment of Maria,(supra) that property litigation, false claim and false defences made predominantly because of ever escalating prices, unscrupulous litigants initiate litigation in hope that other party will tire out and settle with them paying huge amount.

35. It is held by Allahabad High Court in **Bhobhal (Dead) through LR and others Vs. Shah Nath and others; 2012 (115) RD 759** that suit filed on the basis of sale deed-question of considering something else is wholly irrelevant.

36. It is categorically clear that the basis of present civil suit filed by the appellant/plaintiff is for cancellation of sale deed. The contents of sale deed has to be considered. The averments recorded by the plaintiff/appellant in his plaint and the statement, which are absolutely stranger to the contents of sale

deed could not be considered in the present civil suit. Said suit has been filed for cancellation of registered sale deed, hence contents mentioned in the sale deed, which is a registered document before the competent authority, has to be considered. Learned trial court as well as first appellate court has duly considered the same.

37. In the said sale deed, terms and condition had been duly agreed between the appellant/plaintiff and the respondent/defendant. It has been specifically mentioned in the said sale deed that at the time of registration and execution of sale deed, the possession had also been delivered by the plaintiff/appellant to the defendant/respondent on the spot. The sale consideration agreed between the parties had been duly mentioned in the said sale deed. It is also discussed in detail. The appellant/plaintiff has duly admitted in his statement that whatever is written in the sale deed, he has well understood it and it is correct. In the last paragraph of said sale deed, it is duly agreed that three cheque of Rs. 70 lacs each has been received by the appellant/plaintiff as sale consideration drawn at Bank of India, Noida and amount of Rs. 3,76,000/ has been received by him in cash and by these means, he has received entire sale consideration and now, no amount has been left and nothing would be considered in future.

38. It is also agreed by the appellant/plaintiff and respondent/defendant that said registered sale deed has been executed and registered by the plaintiff/appellant on his own free will. The intention of the plaintiff/appellant/seller at the time of execution and registration of sale deed was that he has transferred all right of ownership and possession. The entire sale consideration has been agreed and received by him and possession of the property in question, which is subject matter of said registered sale deed, had been delivered in favour of the respondent/defendant. The appellant/plaintiff has duly admitted in his evidence recorded before the learned trial court that said land has been duly mutated in the revenue record in the name of the respondent/defendant and he did not raise any objection to it because there was no dispute regarding it. He has also admitted that there was no dispute of sale deed and the dispute is of only money. Hence, intention of the appellant/plaintiff at the time of registration of sale deed is very much clear that he has agreed valid sale consideration and received it and delivered the possession of the property in dispute in favour of

respondent/defendant, which is subject matter of said registered sale deed. Hence, there is no doubt about real intention of the appellant/plaintiff regarding receiving the entire sale consideration and transferring all his right, title and ownership and possession in favour of the respondent/defendant.

39. The basic ingredients of Section 54 of the Transfer of Property Act, 1882 is that sale is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.

40. Hence, in view thereof, it is clear that regarding said sale deed, the entire sale consideration has been paid by the purchaser to the plaintiff/appellant. If there is any dispute of money, the appellant/plaintiff is having right to file appropriate civil proceedings for recovery of money. The present sale deed could not be declared as void in view of Section 54 of the Transfer of Property Act, 1882.

41. The substantial question of law of the present second appeal is, hereby, decided accordingly.

42. There is no legal force in the present second appeal. The present second appeal is liable to be dismissed and it is dismissed. The judgment and order dated 3.5.2018, passed by the learned Civil Judge (Junior Division), II, Hapur in Original Suit No. 360 of 2011 (Devendra Singh Vs. Great Home Developers Pvt. Ltd.) and decree dated 19.5.2018 as well as judgment and order dated 21.11.2025 and decree dated 25.11.2025, passed by the first appellate court/Additional District and Sessions Judge/ FTC-I, Hapur in Civil Appeal No. 75 of 2018 ( Devendra Singh Vs. Great Home Developers Pvt. Ltd.), are hereby confirmed.

43. The present second appeal stands **dismissed**.

(Abdul Shahid,J.)

**September 25, 2026**

sfa/