



2026:DHC:8802



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Reserved on: 17th August, 2026**
Pronounced on: 6th October, 2026
Uploaded on: 6th October, 2026

CNR No.DLHC010155542026

+ **RSA 75/2026, CM APPL. 24687/2026 & CM APPL. 24688/2026**

Smt. Swaraj Chopra

W/O Sh. Chander Mohan Chopra

R/o 7/38, First Floor,

Ramesh Nagar,

New Delhi-110051.

.....Appellant

Through:

versus

1. **Smt. Shanti Devi (Now Deceased)**

W/O Late Sh. Kishan Lal

Through Her Legal Heirs

Sh. Hemant Johar And Smt. Lata

2. **Sh. Nitin Johar (Now Deceased)**

S/O Late Sh. Kishan Lal

Through His Legal Heirs

Sh. Hemant Johar And Smt. Lata.

3. **Sh. Hemant Johar**

S/O Late Sh. Kishan Lal

4. **Smt. Lata**

D/o Late Sh. Kishan Lal

All R/o D1/10, Street No.14,
Top 2nd Floor, Mohan Garden,
Uttam Nagar, New Delhi.

.....Respondents

Through:



CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. This Regular Second Appeal has been preferred against the Judgment dated 07.01.2026, whereby the learned District Judge in the First Regular Appeal **has upheld the Judgment dated 04.07.2019 of the learned Senior Civil Judge, whereby the Suit for Specific Performance filed by the plaintiff has been dismissed.**
2. The Plaintiff/Appellant, Smt. Swaraj Chopra, had filed **Suit No. 1084/2017 for Specific Performance of the Agreement to Sell**, Receipt, Possession Letter, and GPA dated 03.08.2001, in respect of the **first floor of property bearing No. 7/38, Ramesh Nagar** (hereinafter referred as '*Suit Property*'), executed by Shri Kishan Lal, predecessor-in-interest of the Defendant.
3. The **facts in brief**, are that the Plaintiff had purchased the suit property from Sh. Kishan Lal vide Agreement to Sell, Receipt, possession letter and GPA dated 03.08.2001, for a sale consideration of ₹45,000. At the time when the property was so purchased, it was a *kaccha* structure which was demolished and rebuilt by the plaintiff, in the year 2001.
4. It was explained that *Shri Prabhati Lal, father of Kishan Lal*, was the erstwhile owner of the suit property and, after his demise, all his legal heirs inherited the suit property, in equal shares. Thereafter, Smt. Murli Devi and Ram Murti, wife and daughter of Prabhati Lal, *executed a registered Relinquishment Deed dated 25.04.1996 in favour of Kishan Lal and his two*



brothers, *Sh. Nand Kishore and Sh. Bhag Chand*, whereby late *Shri Kishan Lal* became the co-owner of one-third share in the suit property.

5. The suit property was mutated in the name of all three brothers on 21.05.1997, and a registered Conveyance Deed was executed in their name, on 23.06.2000. At the time when the Relinquishment Deed was executed, the total area of the property was 100 sq. yards, which was subsequently increased by taking an additional area of 87 sq. yards.

6. In the year 2001, Plaintiff came in contact with Late Kishan Lal, who was willing to sell his one-third share measuring 37 sq. yards out of the earlier 100 sq. yards of the suit property. The Plaintiff and Kishan Lal thus, entered into the Agreement to Sell along with other relevant documents, on 03.08.2001 in respect of the share of Shri Kishan Lal.

7. The Plaintiff further claimed that a tenancy was created orally in August, 2001 in the name of the Plaintiff's husband @ ₹2,300/- per month, excluding water and electricity charges.

8. In 2005, *Late Nand Kishore*, the third brother, filed an *Eviction Petition under Section 14(1)(a) of the Delhi Rent Control Act* (hereinafter 'DRC Act') against *Shri Chander Mohan Chopra*, husband of the Plaintiff, by claiming himself to be the owner of the suit property based on a Relinquishment Deed dated 01.09.2003, allegedly executed by *Shri Kishan Lal* and *Shri Bhag Chand*, in his favour. *Shri Nand Kishore*, also claimed that no rent was paid since November 2002, and he had also issued a Legal Notice dated 13.10.2005.

9. The Plaintiff came to know for the first time on 15.03.2007, about the Relinquishment Deed dated 01.09.2003, which was for a consideration of



₹1, 50,000/- executed in favour of Nand Kishore by Kishan Lal, in the Court of the learned ARC.

10. The Plaintiff claimed that Shri Kishan Lal had no right in the suit property, having sold it to the Plaintiff, *vide* Agreement to Sell dated 03.08.2001. The Relinquishment Deed dated 01.09.2003 had been illegally executed by Kishan Lal and Bhag Chand, thereby causing a wrongful loss to the Plaintiff with an illegal motive and design. *Therefore, the Relinquishment Deed is a void document, in the eyes of law.*

11. The Plaintiff asserted that there was no relationship of landlord and tenant between the Plaintiff and Nand Kishore, as there was no privity of contract. Late Shri Nand Kishore was not the owner of the suit premises and the real owner of the property was the Plaintiff.

12. It is further asserted that there was complete silence on the part of Shri Nand Kishore, who never claimed any ownership rights of any kind or a landlord-tenant relationship between him and the Plaintiff, at any point of time. However, as a matter of fact, a frivolous Demand Notice dated 13.10.2005 was sent by late Nand Kishore demanding rent with effect from November, 2002, from the Plaintiff. The Notice was claimed to be frivolous.

13. It was contended that not only this, but Nand Kishore continued his illegality and false claim by filing a frivolous Eviction Petition, after a lapse of three and a half years. Also, Shri Nand Kishore had failed to prove any house tax receipts or rent receipts, issued to the Plaintiff.

14. The Eviction Petition filed by Shri Nand Kishore, was **dismissed** by the learned ARC, on 21.02.2015 by observing that Nand Kishore had failed to establish a relationship of landlord and tenant between the parties and,



therefore, there was no need to give any findings regarding other ingredients of Section 14(1) (a) of the DRC Act.

15. Shri Nand Kishore challenged that Order, and the Eviction Petition was remanded back by the Rent Control Tribunal, on 27.04.2016.

16. The Plaintiff claimed that she had been in uninterrupted possession of the suit property since the execution of the Agreement to Sell dated 03.08.2001. It was expressly stated in the Agreement to Sell that it includes the legal heirs and successors of the respective parties. Accordingly, Defendants were bound by the terms of the Agreement to Sell, executed by their predecessor, Shri Kishan Lal.

17. It was asserted that, as per clause 7 of the Agreement, the predecessors of the Defendants were bound to execute a registered sale deed in favour of the Plaintiff. The Plaintiff claimed that she had approached the Defendants with a request to get the sale deed registered in her name, but they showed no interest and refused to take any further action.

18. Left with no option, the Plaintiff sent a Legal Notice dated 23.07.2017 to the Defendants for the execution of the sale deed in respect of the suit property, but despite this, the Defendants failed to comply with the Notice.

19. *Hence, the Suit was filed for Specific Performance, seeking a direction to the defendants to execute the registered Sale Deed in favour of the Plaintiff, in respect of the suit property.*

20. The summons were duly issued to the defendants, but they failed to appear and were proceeded **ex parte** by the learned Civil Judge, vide Order dated 04.07.2019.

21. The Plaintiff examined herself as **PW-1**, who tendered her evidence by way of Affidavit and proved the Agreement to Sell dated 03.08.2001 as



Ex. PW-1/1, the Receipt dated 03.08.2001 as Ex. PW-1/2, the Possession Letter dated 03.08.2001 as Ex. PW-1/3, the registered SPA dated 03.08.2001 as Ex. PW-1/4, the registered GPA dated 03.08.2001 as Ex. PW-1/5, the registered Will dated 03.08.2001 as Ex. PW-1/6, the House Tax Receipts as Ex. PW-1/9 to Ex. PW-1/14, the Legal Notice dated 23.07.2017 as Ex. PW-1/15, the Postal Receipts as Ex. PW-1/16 to Ex. PW-1/17, the AD Card as Ex. PW-1/18, the CD as Ex. PW-1/19, and the Conversation Transcript as Ex. PW-1/20 (Colly.).

22. PW-2, Sh. Bhushan Kumar Chopra, was the attesting witness, who deposed that the Agreement to Sell, GPA, Will, SPA, Receipt and Possession Letter dated 03.08.2001, Ex. PW-1/1 to Ex. PW-1/6 were executed by Late Sh. Kishan Lal, in favour of the Plaintiff. The said documents were executed and signed by the parties in his presence and in the presence of the other attesting witness, Sh. Vijay Kumar. He identified his own signatures as well as the signatures of the Plaintiff and the other attesting witness on the said documents.

23. PW-3, Sh. Vivek Yadav, Jr. Assistant, Sub-Registrar-II, Basai Darapur, Delhi, produced the original record of the SPA, GPA and Will dated 03.08.2001, which were already exhibited as Ex. PW-1/4 to Ex. PW-1/6. He also stated that Sale Deeds were being registered at the Office of the Sub-Registrar.

24. PW-4, Trilochan Singh, Senior Assistant, Delhi Jal Board, Zonal Revenue Office, Punjabi Bagh, produced the record pertaining to the water connection in the suit premises, in the name of the Plaintiff.



25. **PW-5, Shri Mahender Kumar**, Tata Power Delhi Distribution Limited, Inderpuri, produced the record, Ex. PW-5/A in regard to electricity connection installed in the suit premises.

26. The **learned Civil Judge** considered the evidence led by the Plaintiff and observed that title in an immovable property valued above ₹100/-, could be transferred only by way of a registered instrument under Section 17 of the Registration Act, 1908 and by way of documents of sale as recognised under Section 54 of the Transfer of Property Act (TPA). Therefore, an unregistered document could not be relied upon as evidence of any transaction affecting such immovable property.

27. Further, Section 27 of the Indian Stamp Act, 1899 was also referred to, which casts an obligation upon the party liable to pay stamp duty to set forth the necessary facts and circumstances affecting the chargeability of the instrument.

28. Relying upon Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana, AIR 2009 SC 3077, the learned Civil Judge held that an Agreement to Sell, GPA, Will or Receipt could not, by themselves, create any right, title or interest in the immovable property, which could be transferred only by way of a registered Conveyance Deed as defined under Section 54 of the TPA and Section 17 of the Registration Act.

29. The **learned Civil Judge** thereafter, considered the testimony of PW-1 and PW-2, and noted that PW-2 was related to the Plaintiff and that another attesting witness, namely Shri Vijay Kumar, had not been examined. It was further observed that PW-3 and PW-4 were summoned witnesses and their testimony did not have much bearing on the case.



30. The learned Civil Judge further noted that the GPA and Agreement to Sell dated 03.08.2001 had been executed on stamp papers of ₹50/- each, despite the documents giving power of sale in the suit property. On a reading of these documents along with the Receipt of the sale consideration, Ex. PW-1/11, it was held that proper stamp duty had not been paid on the basis of the sale consideration mentioned therein. *The documents were, therefore, held not to be reliable to establishing the Plaintiff's claim.*

31. It was further observed that the documents relied upon by the Plaintiff, pertained only to one-third undivided share of late Shri Kishan Lal in the suit property. There was nothing in the documents to show that the property had been physically divided amongst the three brothers. Despite this, the GPA, Ex. PW-1/5 authorised the Plaintiff in respect of the suit premises as well as the common staircase and passage. *The learned Civil Judge therefore, concluded that late Shri Kishan Lal did not have the authority to specifically sell the suit premises to the Plaintiff.*

32. The learned Civil Judge also observed that the documents had been executed in the year 2001, whereas the Suit was filed only in the year 2017. Under Article 54 of the Schedule to the Limitation Act, 1963, a Suit for Specific Performance has to be filed within three years from the date fixed for performance or, where no such date is fixed, from the date when the Plaintiff has notice that performance is refused.

33. *Consequently, the Plaintiff's Suit for Specific Performance was dismissed, as the Plaintiff failed to prove her entitlement to the relief of Specific Performance of the Agreement to Sell and other documents dated 03.08.2001.*



34. Aggrieved by the said Judgment dated 04.07.2019, the Plaintiff/Appellant has preferred the present Regular First Appeal.

35. The learned District Judge, upon re-appreciation of evidence, observed that the Agreement to Sell dated 03.08.2001 did not prescribe any specific date for execution of the Sale Deed. However, as per Clause 7 of the Agreement to Sell, the Sale Deed was to be executed when it became permissible to do so. It was observed that the Plaintiff had not stated in her pleadings as to when the execution of the Sale Deed became permissible.

36. It was further observed that the Plaintiff had come to know about the Relinquishment Deed dated 01.09.2003 executed by Kishan Lal in favour of Nand Kishore, during the proceedings under Section 14(1)(a) of the DRC Act. The Written Statement in the said proceedings was filed by the husband of the Plaintiff on 08.09.2006. *Therefore, even if the period of limitation was computed from 08.09.2006, the Suit filed on 16.08.2017 was barred by limitation.*

37. It was also observed that Clause 9 of the Agreement to sell contained an Arbitration clause, in respect of disputes relating to the suit property.

38. Consequently, the learned District Judge upheld the decision of the Trial Court Judge dated 04.07.2019 and dismissed the Appeal.

39. Aggrieved by the impugned Judgement, the Plaintiff/Appellant preferred the present Regular Second Appeal.

40. The **grounds of challenge** are that time is not the essence of the Contract/Agreement to Sell, as has been held in the case of K.S. Vidyanandam & Ors. v. Vairavan, (1997) 3 SCC 1, Rathnavathi & Anr. v. Kavita Ganshamdas, Civil Appeal Nos. 9949–9950 of 2014 arising out of



SLP (C) Nos. 35800–35801 of 2011, decided by the Supreme Court, on 29.10.2014 and *Chand Rani v. Kamal Rani*, (1993) 1 SCC 519.

41. It is further asserted that in the case of *Ghewar Chand v. Madender Chand*, (2018) 10 SCC 588, it has been held that for deciding the question of limitation, the Court is required to consider the allegations in the plaint and the manner in which the accrual of cause of action has been pleaded.

42. The Appellant also referred to *Rambhau Namdeo Gajre v. Narayan Bapuji Dhotra*, (2004) 8 SCC 614, wherein it was held that the protection under Section 53A of the Transfer of Property Act is a shield against the transferor and it disentitles the transferor from disturbing the possession of the proposed transferee, who is in possession pursuant to such an Agreement. It is asserted that the learned Courts below did, not consider the scope of Section 53A of the Transfer of Property Act.

43. It is further asserted that the impugned Judgment is in violation of the settled principles of law governing a Suit for Specific Performance and is based on an erroneous interpretation of Article 54 of the Limitation Act, 1963.

44. It is further asserted that the learned Trial Court as well as the learned First Appellate Court, failed to consider the conditions necessary for invoking the doctrine of part performance under Section 53A of the Transfer of Property Act, as laid down by the Hon'ble Supreme Court in *Nathulal v. Phoolchand*.

45. It is further asserted that the learned First Appellate Court erred in relying upon the pleadings and the date of filing of the Written Statement proceedings under Section 14(1)(a) of the DRC Act, for computing limitation in the present Suit.



46. It is therefore, submitted that the impugned Judgment dated 07.01.2026, upholding the Judgment of the learned Civil Judge dated 04.07.2019, be set aside.

Submissions heard and record perused.

47. To comprehend the contentions raised in the present Appeal, it would be pertinent to first place the facts in the correct perspective. According to the Plaintiff, the property was originally owned by Late Shri Prabhati Lal, and after his demise, the property devolved upon his legal heirs, namely Murli Devi and Ram Murti, the wife and daughter, and *three sons, namely Nand Kishore, Bhag Chand, and Kishan Lal.*

48. Smt. Murli Devi and Ram Murti executed a registered Relinquishment Deed dated 25.04.1996 in favour of the three sons, who thus became co-owners of one-third share each in the suit property.

49. Thereafter, all three brothers got the property mutated in their names on 21.05.1997, and a Conveyance Deed in favour of the three brothers was executed on 23.06.2000.

50. The entire case of the Plaintiff is based on the Agreement to Sell, GPA, etc. dated 03.08.2001, executed by late Kishan Lal in respect of his one-third share, in favour of the Plaintiff. The Plaintiff herself has stated that, subsequently, Kishan Lal relinquished his share in favour of Nand Kishore, for a consideration of Rs.1,50,000/-, vide Relinquishment Deed dated 01.09.2003.

51. Nand Kishore thereafter filed Eviction Petition No. E 260/2011 under Section 14(1)(a) of the Delhi Rent Control Act, which was dismissed vide Order dated 21.02.2015 on the ground that there existed no relationship of landlord and tenant between Nand Kishore and the husband of the Plaintiff.



The matter was, however, remanded by the Rent Control Tribunal, vide Order dated 27.04.2016.

52. The **first aspect** which emerges from records is the nature and effect of the Agreement to Sell dated 03.08.2001. From the averments made in the Complaint itself, it emerges that Shri Kishan Lal, Bhag Chand, and Nand Kishore were the three co-owners of the property in question and Kishan Lal had agreed to sell his one-third share to the Plaintiff. The legal effect of such an Agreement to Sell is required to be considered in the context of Section 54 of the Transfer of Property Act, 1882.

53. Section 54 of the Transfer of Property Act, 1882 defines “Sale” as under:

“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 immovable 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 immovable 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 immovable 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 immovable 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.”



54. While Shri Kishan Lal may have agreed to sell his one-third share in the suit property, *no right of ownership was conveyed to the Plaintiff by virtue of the Agreement to Sell dated 03.08.2001.* It was an Agreement to Sell, and *the right which the plaintiff was to seek execution of a Sale Deed on the basis of the Agreement to Sell.* However, the Agreement to Sell did not materialize into a sale as defined under Section 54 of the Transfer of Property Act, which could result in transfer of ownership to the plaintiff.

55. Pertinently, Shri Kishan Lal, while having entered into an Agreement to Sell with the Plaintiff, subsequently executed the Relinquishment Deed dated 01.09.2003 in favour of Nand Kishore, pursuant to which he ceased to have any ownership rights in the Suit Property. ***Therefore, the Agreement to Sell could not thereafter be enforced against Shri Kishan Lal, who had ceased to have any right or interest in the suit property.*** The Plaintiff may have been able to assert his right for execution of Sale Deed from the successor-in-interest, i.e. Nand Kishore, but no such course of action was adopted by the plaintiff. In, the present Suit for Specific relief, Sh. Nand Kishore, the successor, has not been impleaded as a party.

56. The ***second aspect*** which emerges is that, even if it is held that Nand Kishore, in whose favour Kishan Lal had relinquished his share, was bound by the obligations undertaken by Kishan Lal while he was the owner, the question that arises is: whether **the Suit had been filed within the period of limitation.**

57. The learned Civil Judge had referred to Clause 7 of the Agreement to Sell, which stated as under:

“7. That if and when the sale deed will be permissible then the First Party will be bound to execute the sale deed, in



favour of the Second Party or his/her mother(s) without any charge or amount of the court and expenses of the Second Party”.

58. From this clause, what emerges is that no specific date was fixed for execution of the Sale Deed and the same was to be executed when it became permissible. *However, there is not an iota of evidence led by the Plaintiff to show what was the impediment in execution and registration of the Sale Deed, or, if there was any such impediment, when the same was removed.*

59. Neither in the Plaint nor in the testimony of PW-1, the Plaintiff, has given any explanation whatsoever regarding the impediment in execution and registration of the Sale Deed or the date on which it was removed.

60. It may also be noted that, though time is not ordinarily treated as the essence of a Contract for Sale of immovable property, this does not mean that the Agreement can be performed at any time or that the right to seek Specific Performance can be exercised indefinitely. Even where no specific date is fixed for performance, the Plaintiff *is required to seek performance within a reasonable period*, having regard to the terms of the Agreement and the surrounding circumstances.

61. This principle has been discussed in the case of *Govind Prasad Chaturvedi v. Hari Dutt Shastri* 1977 (2) SCC 539 wherein it was held that “....It is settled law that the fixation of the period within which the contract has to be performed does not make the stipulation as to time the essence of the contract.

62. Similarly, in the case of *Gomathinayagam Pillai v. Pallaniswami Nadar*, it was observed that “When a contract relates to sale of immovable



property, it will normally be presumed that the time is not the essence of the contract.”

63. The aforementioned judgements were referred to in the case of Chand Rani v. Kamal Rani, (1993) 1 SCC 519 , and it was held as under:

19. It is a well-accepted principle that in the case of sale of immovable property, time is never regarded as the essence of the contract. In fact, there is a presumption against time being the essence of the contract. This principle is not in any way different from that obtainable in England. Under the law of equity which governs the rights of the parties in the case of specific performance of contract to sell real estate, law looks not at the letter but at the substance of the agreement. It has to be ascertained whether under the terms of the contract the parties named a specific time within which completion was to take place, really and in substance it was intended that it should be completed within a reasonable time. An intention to make time the essence of the contract must be expressed in unequivocal language.

“21It may also be mentioned that the language used in the agreement is not such as to indicate in unmistakable terms that the time is of the essence of the contract. The intention to treat time as the essence of the contract may be evidenced by circumstances which are sufficiently strong to displace the normal presumption that in a contract of sale of land stipulation as to time is not the essence of the contract.

....

25. From an analysis of the above case-law it is clear that in the case of sale of immovable property there is no presumption as to time being the essence of the contract. Even if it is not of the essence of the contract, the court may infer that it is to be performed in a reasonable time if the conditions are:

1. From the express terms of the contract;



2. from the nature of the property; and

3. from the surrounding circumstances, for example: the object of making the contract”

64. Further, in the case of Saradamani Kandappan v. S. Rajalakshmi & Ors., (2011) 12 SCC 18, it was held:

“ ...

43. Till the issue is considered in an appropriate case, we can only reiterate what has been suggested in K.S.

Vidyanadam (supra) :

(i) Courts, while exercising discretion in suits for specific performance, should bear in mind that when the parties prescribe a time/period for taking certain steps or for completion of the transaction, that must have some significance and therefore time/period prescribed cannot be ignored.

(ii) Courts will apply greater scrutiny and strictness when considering whether the purchaser was 'ready and willing' to perform his part of the contract.

(iii) Every suit for specific performance need not be decreed merely because it is filed within the period of limitation by ignoring the time-limits stipulated in the agreement. Courts will also 'frown' upon suits which are not filed immediately after the breach/refusal. The fact that limitation is three years does not mean a purchaser can wait for 1 or 2 years to file a suit and obtain **specific performance**. **The three years is intended to assist purchasers in special cases, for example, where the major part of the consideration has been paid to the vendor, and possession has been delivered in part performance, where equity shifts in favour of the purchaser.**

65. In R. Kandasamyv. T.R.K. Sarawathy, 2024 INSC 884, the Supreme Court, relying upon Saradamani Kandappan v. S. Rajalakshmi, (2011) 12 SCC 18 and other earlier decisions, reiterated that though time may



ordinarily not be of the essence in contracts relating to immovable property, *the Court may infer performance within a reasonable period having regard to the terms of the contract, nature of the property and surrounding circumstances.* It was further held that in transactions involving valuable urban properties, *Courts must apply greater scrutiny while examining the readiness and willingness of the purchaser and cannot ignore prolonged inaction and steep escalation in property prices, while granting the equitable relief of specific performance.*

66. In the present case, ***there was no specific time frame stipulated for execution of the Sale Deed.*** The Plaintiff has failed to explain whether there was any legal impediment in getting the Sale Deed executed or, if so, when such impediment was removed. Pertinently, the Plaintiff issued the legal Notice seeking execution of the Sale Deed only on 23.07.2017, ***nearly sixteen years after the execution of the Agreement to Sell dated 03.08.2001.***

67. **Another significant fact for consideration** is the date on which the Plaintiff claims to have acquired knowledge of the Relinquishment Deed executed by Kishan Lal, in favour of Nand Kishore, thereby reflecting his intention. The Plaintiff claims that she came to know about the said Relinquishment Deed only on 15.03.2007 in the Court of ARC.

68. However, this contention is fallacious, as the Written Statements had already been filed by the husband of the Plaintiff in the said proceedings on 08.09.2006, and the Plaintiff would have become aware of the claim of Nand Kishore to ownership on the basis of the Relinquishment Deed dated 01.09.2003 executed in his favour by Kishan Lal, when the summons were served upon her. Pertinently, the date of filing of the Written Statement was



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08.09.2006. This, by itself, cannot be taken as the date for commencement of the limitation period.

69. Even if it is accepted that the limitation commenced on 08.09.2006, then too, the Suit was filed on 16.08.2017, *i.e. more than 11 years thereafter*, and therefore, is patently barred by limitation under the *second limb* of Article 54 of the Schedule to the Limitation Act, which prescribes a period of three years *where no date is fixed for performance, from the date when the Plaintiff has notice that performance is refused*.

70. The learned District Judge has therefore rightly held that **the Suit of the Plaintiff was barred by limitation**, and has been rightly upheld by the judgment dated **04.07.2019** of the Ld. Senior Civil Judge, learned District Judge while dismissing the Appeal, *vide* judgment dated 07.01.2026.

Conclusion:

71. There is no infirmity in the impugned judgment. No substantial question of law has been raised in this Second Appeal, **which is accordingly dismissed**.

72. The pending Applications are disposed of accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

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