

A.F.R.



2026:AHC-LKO:4164

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 89 of 2026

Janki Prasad and 9 others

.....Petitioner(s)

Versus

Distt. Registrar/ Addl. District Magistrate (Finance and Revenue
Ambedkar Nagar and 2 others

.....Respondent(s)

Counsel for Petitioner(s)	: Santosh Kumar, Virendra Singh
Counsel for Respondent(s)	: C.S.C., Om Prakash Nag

Court No. - 17

HON'BLE SUBHASH VIDYARTHI, J.

1. Heard Sri Santosh Kumar, the learned counsel for the petitioners, Sri S.K. Khare, the learned Standing Counsel appearing on behalf of the State and Sri Yogesh Singh, the learned counsel for the opposite party no.3, who has filed a short counter affidavit, which is taken on record.
2. By means of the instant petition filed under Article 226 of the Constitution of India the petitioners have challenged the validity of a judgment and order dated 10.10.2025, passed by the District Registrar/Additional District Magistrate, Finance and Revenue, Ambedkar Nagar in Case No.896 of 2022, under Section 72/73 of Registration Act, 1908.
3. Briefly stated, the facts of the case are that a registered agreement was executed by the petitioner nos.1 to 4 and Shambhunath, the predecessor of

the petitioner nos.5 to 7 on 02.10.2021 to transfer the land bearing Gata No.2080, measuring 0.7600 hectare and Gata No.2148 measuring 0.6610 hectare situated at Village Atangi, Pargana and Tehsil Akbarpur, District Ambedkar Nagar, to the opposite party no. 3. The agreement states that the market rate of the property in question as per the rates fixed by the Collector, was Rs.84,47,000/-, but the sellers had agreed to sell the property for a consideration of Rs.28,00,000/-. Rs.2,00,000/- were paid by the opposite party no.3 to the sellers as advance and the balance Rs.26,00,000/- will be paid within a period of one year and a sale deed will be got executed.

4. On 26.05.2022, the opposite party no.3 - purchaser presented a sale deed dated 28.01.2022 purportedly executed by the aforesaid vendors in her favour in respect of the aforesaid property, for registration before the Sub- Registrar. The Sub-registrar refused to register the sale deed by means of an order dated 28.05.2022 stating that in view of the endorsement made on behalf of the seller at serial no. 8 of the minute book on 28.05.2022, the request for registration of the sale deed is rejected.

5. The opposite party no.3 filed an appeal under Section 72/73 of the Registration Act challenging the order dated 28.05.2022, passed by the Sub Registrar, *inter alia* stating that the vendors had executed the sale deed dated 28.01.2022 out of their own freewill, after receipt of the sale consideration. Thereafter, they avoided its registration on the pretext that the sale consideration had not been received in their bank account. Even after receipt of the sale consideration, they kept on avoiding registration of the sale deed and, therefore, the opposite party no.3 had presented the deed for registration under Section 36 of Registration Act. On 23.05.2022 the opposite party no.3 had given an application to the District Registrar stating that no orders were being passed by the Sub Registrar, whereupon the District Registrar issued a direction to the Sub Registrar. Thereafter the District Registrar declined to register the sale

deed on the ground that the vendors had not appeared to admit the execution of the sale deed by 28.05.2022.

6. The vendors filed a written statement before the Registrar stating that the husband of the opposite party no.3 had paid Rs.2,00,000/- as advance and had obtained signatures/thumb impressions of the vendors on some blank papers; that the vendors had not executed any sale deed in their knowledge and that they had not received any sale consideration. It was also stated in the written statement that one of the vendors is a very low educate person and other four are illiterate villagers. Two of the vendors are persons of advanced age and are unable to even walk on their own. The vendors further stated in their written statement that the sale deed dated 28.01.2022 was prepared deceitfully, they had no knowledge of this document and they had executed a sale deed in favour of Ram Shakal Yadav (petitioner no.10) and another sale in respect of Mayaram S/o Babu Lal and Rajendra Kumar S/o Sita Ram (petitioner nos.8 and 9) on 20.03.2023. As the vendors have already executed two sale deeds in favour of the petitioner nos.8, 9 and 10 on 20.03.2023, there is no occasion for registration of another sale deed in respect of the same property.

7. The appeal has been allowed by means of the impugned judgment and order dated 10.10.2025. The appellate authority held that the vendors themselves have pleaded execution sale deeds in favour of other persons, which shows that they wanted to sell the property. It is admitted in the written statement that the husband of the opposite party no.3 had paid Rs.2,00,000/- as advance amount to the vendors and had obtained their signature/thumb impressions on some blank paper. The Registrar raised a question as to why did the vendors not refund the amount of Rs.2,00,000/- taken from the husband of the opposite party no.3. The appellate authority also stated that in the replication, the appellant has pleaded that she had handed over four cheques of Rs.4,00,000/- each to all the vendors, but they did not withdraw the amount. Rs.10,00,000/-

had been paid as per the requirement of the vendors for various reasons. The Registrar blamed the vendors for not returning the cheques to the opposite party no.3. He further held that the vendors ought to have sought cancellation of the agreement for the sale of the property, which they have failed to do. The Registrar has stated that the appellant-opposite party no.3 herself has caused a delay in the disposal of the appeal and submission of documentary evidences, due to which reason a delay has occasioned in the disposal of the appeal. The Registrar allowed the appeal, set aside the order dated 28.05.2022 refusing to register the sale-deed and remanded the matter to the Sub-Registrar for registering the sale-deed after ensuring that the vendors have received the entire sale consideration and the purchaser has paid the stamp duty and registration fee.

8. The appellate authority has relied upon a judgment of Hon'ble Supreme Court in the case of **Kaushik Premkumar Mishra and another Vs. Kanji Ravaria @ Kanji and another**: 2024 SCC OnLine SC 1756. The facts of the case of **Kaushik Premkumar Mishra** (Supra) have been summarized by the Hon'ble Supreme Court in paragraph no.28 of the judgment, which is as follows: -

“28. At the outset, it may be relevant to refer to the certified/xerox copy of the sale deed dated 2.12.1985, presented for registration on 5.12.1985, copies of which were filed by both the sides under the direction of this Court. We have carefully perused the sale deed. The following facts may be noticeable from the said perusal:

- (i). The stamp paper had been purchased on 29.11.1985.*
- (ii). The document was prepared and executed on 02.12.1985*
- (iii). The document was presented before the Sub-Registrar on 5.12.1985. The total value of the stamp paper used was Rs 1,600/-.*
- (iv). The document was presented by respondent no. 2, the vendor.*
- (v). The document bears the signature of Anees Ismail Khoja, respondent no. 2, the witnesses and also contains the respective endorsement by the Sub-Registrar.*
- (vi). The document was impounded for non-payment of proper stamp duty. However, on 14.6.2011 the deficiency in stamp duty of Rs. 2200/- along with penalty of Rs. 500/- and other statutory*

payments of Rs. 700/- having been paid, it was finally registered in Book No. 1 from pages 141-147.

(vii). The document bears the signatures of not only the vendor, the attesting witnesses and also the necessary endorsement by the Sub-Registrar. This makes it abundantly clear that the sale deed was executed on 02.12.1985 and presented before the Sub-Registrar on 5.12.1985. Later on, it was registered on 14.06.2011.”

9. In the aforesaid factual background, the Hon’ble Supreme Court proceeded to hold as follows: -

“29. The Trial Court and the High Court had proceeded on the premise that the defendant No. 1 – the vendor (respondent no. 2 herein) had denied the execution of the sale deed and had also denied that he had not received any consideration. This premise taken by both the Courts i.e. Trial Court and the High Court are contrary to the pleadings on record and the evidence led during the Trial. There is clear misreading of the evidence. In his written statement in paragraph 7 defendant no. 1 (vendor) has stated that he does not recollect having executed the sale deed. He has not specifically denied anywhere in the written statement that he had not executed the sale deed or that the signatures on the sale deed were not his signatures. Thus, the very premise on the basis of which the Trial Court and the High Court proceeded are perverse being contrary to the material on record. Both the said courts also failed to take into consideration that defendant no. 1 the vendor (respondent no. 2 herein) neither entered the witness box in support of his pleadings and to prove them, nor did lead any evidence, either oral or documentary, in support of his pleadings. There was no justification to treat a vague statement in the written statement of not recollecting about execution of sale deed, to be taken as a denial of the execution. The defendant no. 1 – the vendor was deliberately and mischievously avoiding to make specific statement either denying his signatures on the sale deed or his presentation before the Sub-Registrar or had not received any sale consideration. The Trial Court and the High Court fell into the trap of clever drafting and a vague statement of defendant no. 1.

30. The Trial Court and the High Court also committed a manifest error in recording that the defendant no. 1- vendor (respondent no. 2 herein) had denied having received any sale consideration with respect to the sale deed dated 02.12.1985. In the written statement filed by the defendant no. 1, there is no such statement made. In case he had made such a statement then he

would be admitting the execution but without consideration. Both the Courts again misread the deposition of appellant no. 1 (PW-1) wherein he said that he does not have any proof of payment of the consideration to hold that no sale consideration was paid. A registered document carries with it presumption of correctness unless proved otherwise as per Section 114 of the Evidence Act read with Section 17 of the Act, 1908. In the present case there is no such evidence.”

10. The Hon’ble Supreme Court further held that the appeal deserves to be allowed on several other grounds, which are as follows: -

“33.1. It is not disputed by respondent No. 2 that on 02.12.1985, he had executed another sale deed with respect to the remaining portion of survey No. 13/1 in favour of the collaterals of the appellants, namely, Param Umakant Mishra and Sohardha Mishra. This sale deed in favour of the collateral was presented for registration on the same date as the sale deed of the appellant i.e. 05.12.1985 and was thereafter duly registered. The respondent No. 2 has never challenged the said sale deed in favour of the collaterals. It is thus apparent that the family members and collaterals of the appellants purchased the entire survey No. 13/1 measuring 3.40 Hectares from respondent No. 2 in equal shares by two separate documents which were executed on the same date and presented for registration on the same day. Despite the fact that specific query was put to learned senior counsel for respondent no. 2 with regard to the above aspect, no answer was given. In the plaint specific averment was made with regard to the sale deed in favour of the collaterals. There is no specific denial in the written statement filed by respondent No. 2 about the sale deed in favour of collaterals. General denial has been made by placing strict proof of liability on the plaintiff.

33.2. The respondent No. 2 apparently wants to take advantage of certain minor aberrations and minor technicalities and is also taking up self-conflicting pleas.

33.3. The sale deed is sought to be ignored and rejected on account of a minor cutting/over writing with regard to the word 'cash' (Roch) by 'cheque'. The fact remains that respondent No. 2 did not enter the witness box to depose that he has not received any sale consideration either by way of cash or by way of cheque and further to state that he had not executed the sale deed and the signatures and thumb impression on the sale deed are not his. He also did not come forward to say that the signatures and thumb impression

available in the Sub-Registrar's office in the register taken at the time for registration also did not bear his signatures.

33.4. Another aspect submitted on behalf of respondent was that the appellant No. 1 in his deposition has said that he had no proof of the payment of the sale consideration, to assert that the appellant No. 1 admitted that he had not paid any sale consideration is not correct. Appellant No. 1 was being examined sometime after 2013, i.e. after a gap of 28 years from the date of the sale deed. He could not be expected to remember such facts distinctly and as such he made a fair statement that he did not have any document that could prove the passing of the sale consideration. This would not, by itself, be interpreted to hold that appellant admitted of not paying any sale consideration.

33.5. The question of payment of sale consideration would arise only and only if the vendor makes a specific statement in his pleadings as also in his deposition in support of the pleading that he did not receive any sale consideration either by way of cheque or by cash. There is no such pleading and as the vendor did not enter the witness box, even if there was any such pleading, there is no statement to prove such pleading. Thus, the above argument being based on minor discrepancy in the statement of the appellant, no benefit can be derived by the respondents. The argument is accordingly rejected.”

11. There are further grounds of allowing the appeal, mentioned up to paragraph no. 33.13, but the same are not relevant for the purpose of the present case. The Courts decide the questions involved in each case, which arise from the facts of the particular case. Every judgment has to be read as a whole, and the ratio laid down in the judgment has to be understood in light of the points decided on the basis of the facts of the case. The case of **Kaushik Premkumar Mishra** (Supra) has been decided in view of the peculiar facts of the case where the vendor had not denied the receipt of the sale consideration and he had himself presented the sale deed for registration, which had been registered by the Registrar, but was later impounded because of deficiency in stamp duly paid by the purchaser. In the present case, the vendor has not presented the sale deed for registration and he has categorically denied receipt of the same consideration. Therefore, the facts of the present case are

materially different from the case of **Kaushik Premkumar Mishra (Supra)** and the judgment in that case will not apply to the present case.

12. The learned counsel for the petitioners has relied upon a judgment of the Hon'ble Supreme Court in the case of **Veena Singh (Dead) through LR Vs. The District Registrar/Additional Collector (F/R): (2022) 7 SCC 1**, in which the Hon'ble Supreme Court held as follows: -

“73. The “execution” of a document does not stand admitted merely because a person admits to having signed the document. Such an interpretation accounts for circumstances where an individual signs a blank paper and it is later converted into a different document, or when an individual is made to sign a document without fully understanding its contents. Adopting a contrary interpretation would unfairly put the burden upon the person denying execution to challenge the registration before a civil court or a writ court, since registration will have to be allowed once the signature has been admitted.

* * *

76. The Registration Act exists so that information about documents can be put into the public domain, where it can be accessed by anyone in order to prevent forgeries and fraud, and so that individuals can be aware of the status of properties. If the interpretation conflating signing with execution is adopted, it would ensure that the Sub-Registrars/Registrars will continuously end up registering documents whose validity will inevitably be then disputed in a civil suit or a writ petition. While the suit or writ proceedings continue, the document would remain on the public records as a registered instrument, which has the potential to cause more disruption. Hence, such an interpretation should not be adopted by this Court.

* * *

82. The process which is conducted by the Registrar for the purpose of an enquiry under Section 74 cannot be equated to the powers of the civil court, though certain powers which are entrusted to a civil court are vested with the Registrar by the provisions of Section 75(4). A quasi-judicial function is entrusted to the Registrar for the purpose of conducting an enquiry under Section 74. Where the Registrar refuses to register a document under Sections 72 or 76, no appeal lies against such an order. Section 77, however,

provides that when the Registrar refuses to order the document to be registered, any person claiming under such document or its representative, assign or agents may institute a suit before the civil court within the stipulated time for a decree directing that the document shall be registered. It is thus clear that the Registrar, when he conducts an enquiry under Section 74, does not stand constituted as a civil court. The enquiry before the Registrar is summary in nature. The decision of the Registrar in ordering document to be registered, or for that matter in refusing to register a document, is not conclusive and is amenable to judicial review.

83. Therefore, in a situation where an individual admits their signature on a document but denies its execution, the Sub-Registrar is bound to refuse registration in accordance with Sections 35(3)(a) of the Registration Act. Subsequently, if an application is filed under Section 73, the Registrar is entrusted with the power of conducting an enquiry of a quasi-judicial nature under Section 74. If the Registrar passes an order refusing registration under Section 76, the party presenting the document for registration has the remedy of filing a civil suit under Section 77 of the Registration Act, where a competent civil court will be able to adjudicate upon the question of fact conclusively.”

(Emphasis added)

13. In the present case, a registered agreement to sell the property was executed on 02.10.2021 to transfer the land worth Rs.84,47,000/- as per the market rate fixed by the Collector, for a consideration of Rs.28,00,000/-. Rs.2,00,000/- were paid by the opposite party no.3 to the sellers as advance and the balance Rs.26,00,000/- was to be paid within a period of one year. The purchaser presented a sale deed dated 28.01.2022 was presented for registration on 26.05.2022. The sellers did not admit execution of the sale deed before the Sub-Registrar. In the appeal filed under Section 72/73 of the Registration Act, the purchaser stating that the vendors had executed the sale deed dated 28.01.2022 after receiving the full sale consideration, but they were avoiding its registration on the pretext that the sale consideration had not been received in their bank account. In their written statement, the vendors stated that the husband of the opposite party no.3 had paid Rs.2,00,000/- as advance and had obtained signatures/thumb impressions of the vendors on some blank

papers. Only one of the sellers has put his signatures and the other four of them had put their thumb impressions, which is also a relevant factor to be kept into consideration. The vendors stated that they had not executed any sale deed in their knowledge and that they had not received any sale consideration. Admission of signatures made / thumb impressions put on blank papers without knowledge or understanding of its contents would not amount to admission of execution of the document as per the law laid down by the Hon'ble Supreme Court in the case of **Veena Singh** (Supra). The appellate authority has committed an error in holding that the vendors have executed the sale deed.

14. The Registrar has drawn an undue inference from the non-refund of Rs.2,00,000/- by the vendors, when nobody has demanded its refund. The mere payment of Rs.2,00,000/- as advance amount to the vendors would not justify registration of a sale deed in respect of a property agreed to be sold for Rs.28,00,000/-, which is worth Rs.84,47,000/- as per the market rate fixed by the Collector. It is also relevant to note that in the appeal, the purchaser had not stated about payment of Rs.26,00,000/-, i.e., the balance amount of agreed sale consideration and when the purchasers denied having received the same consideration, in rejoinder, she stated that she had handed over four cheques for Rs.4,00,000/- each and had paid Rs.10,00,000/- in cash on undisclosed dates, without any receipts.

15. The learned counsel for the opposite party no.3 three has submitted that it is admitted that a part of the sale consideration was received by the vendors and inadequacy of consideration or non-payment of full consideration does not vitiate the contract of sale. I am unable to accept this submission because inadequacy of consideration and payment of a minuscule amount as advance and non-payment of any consideration at the time of execution of sale-deeds are two distinct and different things. Handing over cheques is not payment of sale consideration, as the amount continues to remain in the bank account of

the person and he does not part with it. The vendors denied having received any consideration and the purchase could not prove payment of Rs.10,00,000/- in cash on various undisclosed dates. The purchaser could not establish payment of any amount as consideration at the time of the alleged execution of the sale deed. The requirement of section 74 (B) of the Registration Act was not fulfilled in the present case as payment of sale consideration is an essential ingredient for the completion of a transaction of sale.

16. In view of above, I am of the view that the petition deserves to be allowed and the order impugned deserves to be quashed. Accordingly, the petition is **allowed**. The judgment and order dated 10.10.2025, passed by the District Registrar/Additional District Magistrate, Finance and Revenue, Ambedkar Nagar in Case No.896 of 2022, under Section 72/73 of Registration Act, 1908 is hereby quashed.
17. At this stage, the learned counsel for the opposite party no.3 has submitted that a regular suit for cancellation of the sale deed executed by the vendors in favor of the petitioner nos. 8, 9, and 10 is pending consideration. Therefore, it is clarified that the observations made in this order are for the purpose of examining the validity of the impugned order dated 10.10.2025, passed by the Registrar only. The regular suit will be decided on its merits in accordance with law without being influenced by any observation made in this judgment.

(Subhash Vidyarthi,J.)

January 20, 2026

Ram.