2026:AHC-LKO:55848-DB

A.F.R.

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 4372 of 2026

Shri Thakur Ram Janki Sugrivji Virajman Mandir, Thru. Sarvarahkar Swami Vishvesh Prapannacharya	…..Petitioners(s)

Versus

State Of U.P. Thru. Prin. Secy. Public Works Deptt. Lko. And 5 Others	…..Respondents(s)

Counsel for Petitioners(s)	:	Girish Chandra Sinha
Counsel for Respondent(s)	:	C.S. C.

Court No. - 3

**HON'BLE SHEKHAR B. SARAF, J.
HON'BLE ABDHESH KUMAR CHAUDHARY, J.**

1. The present writ petition has been filed under Article 226 of the Constitution of India by the petitioner raising a very interesting issue of trust, lie and red-tapism. Although in the first blush the relief in a nutshell appears to be seeking for a direction to pay the balance amount of sale consideration, which the respondent-State had promised to pay under the sale deed dated 22nd December, 2023 to the petitioner – Thakur Ram Janki Sugrivji Virajman Mandir, at Sugriv Kila along with interest and damages, however, apparently it seems the issue travels much beyond more than what meets the eye.

2. Succinctly, the dispute concerns the ‘Sugriv Kila’, situated adjacent to the famous Shri Ram Janma Bhoomi Temple in Ayodhya, where the temple of Shri Thakur Ram Jankiji is located in the Sugriv Kila (hereinafter to be referred as the ‘Temple Land’), which has existed since time immemorial. According to the petitioner, during the first settlement (1858) the temple land was recorded as Plot Nos. 214 and 215 in the name of the deity. In the second settlement (1892) the plot numbers were changed to 101 and 102 without affecting the ownership, which continued in favour of the deity. During the third settlement (1915) the plots were renumbered as 245 and 246, yet the revenue entries continued to record the land in the name of Shri Thakur Ram Janki Sugrivji Virajman.

3. According to the petitioner, despite the changes in plot numbers over successive settlements, admitting the ownership and possession of the temple property never changed and the status of the Temple land continues, even as on today.

4. It is the case of the petitioner that there had been various development related construction work in the Temple town of Ayodhya, relating to Shree Ram Janm Bhoomi Temple, which has led the authorities to indiscriminately procure land for these developmental works. It was in this regard that the respondent-Authorities fully conscious about the ownership and possession of the Temple land, approached Shree Purshottamacharya, the Sarvarahkar of the petitioner proposing to purchase a portion of the 'Temple Land' being all that part and portion of 1512 sq. meters in Khata No. 44/2, Khasra No. 246 belonging to the petitioner– Thakur Ram Janki Sugrivji Virajman Mandir.

5. Although the petitioner had been quite skeptical for selling any portion of the temple Land, however, the Government/respondent Authorities lured and prevailed upon the petitioner in the name of public purposes and development of "Ram Janam Bhoomi Temple" and technically forced them to enter into an MOU for selling the aforesaid portion of the Temple Land.

6. The unfolding of facts further reveals that there had been several rounds of cajoling by the authorities for selling them the land and gaining the trust of the petitioner. It was in this direction that a MOU was executed between the parties, which was followed by determining the cost of construction and the cost of the portion of the Temple land proposed to be transacted. This Court finds that the respondent-Authorities after determining and agreeing to the cost of the land as well as the cost of construction, paid the requisite stamp duty and executed a sale deed dated 22nd December, 2023 for all that part and portion of 1512 sq. meters in Khata No. 44/2, Khasra No. 246 belonging to the petitioner– Thakur Ram Janki Sugrivji Virajman Mandir (hereinafter to be referred as ‘portion of the Temple Land’).

7. Shri Girish Chandra Sinha, the learned counsel for the petitioner has vehemently submitted that the aforesaid sale deed was registered with the Sub-Registrar and also mentioned that the total sale consideration for transfer of the aforesaid ‘portion of the temple Land’ belonging to the petitioner was agreed for a total amount of Rs.1,38,44,559/-. According to him, although the petitioner was entitled for the entire amount of sale consideration before execution of the aforesaid sale deed dated 22nd December, 2023 and then only could had executed the said sale deed and given possession of the said portion of temple land, however, again the respondent-Authorities lured the petitioner and its Sarvarahkar in the name of public purpose and Ram Janm Bhoomi Temple and yet again promised that the sale consideration would be paid within 15 days through RTGS in the petitioner’s bank and also in order to gain trust of the petitioner, even mentioned the Bank Account number and IFSC code of the Petitioner’s Bank in the column meant for mentioning the sale consideration.

8. The learned counsel has highlighted the extent of faith and trust, which the petitioner had reposed on respondent-Authorities by submitting that although the sale consideration was to be paid within 15 days of the execution of the sale deed, however, the said portion of temple land was given possession to the respondent-Authorities, believing that the State, unlike a private individual would never go back on their words regarding the payment to be made to the petitioner.

9. The learned counsel for the petitioner has submitted that the tearing hurry shown by the respondent-Authorities in entering into the sale deed could be well understood from the fact that the said sale deed was registered at 9:00 P.M. in the night of the said date i.e. 22nd December, 2023 and the possession of the portion of the property was also taken on the same date immediately.

10. It is the further submission of the learned counsel for the petitioner that although the possession was taken by the respondent-Authorities immediately, however, the payments were not made within the promised 15 days and as a matter of fact, although the petitioner had been running from pillar to post requesting the respondent-Authorities for making the said payment of sale consideration, however, till date the same has not been paid. Thus, left with no other efficacious remedy, the petitioner has knocked at the door of this Court, seeking direction to make payment of the sale consideration or in the alternative direct the respondent-Authorities to restore them the possession of the said portion of the Temple Land and also to restore all the constructions, damaged/demolished by them along with damages.

11. *Per contra*, Mr. Pankaj Khare, learned Additional Chief Standing Counsel relying on the short counter affidavit filed on behalf of the State-respondents has come out with a novel idea for denying the payment of the legitimate sale consideration to the petitioner citing two reasons. The first being, that allegedly the Sarvarahkar was not authorized to sell the portion of the temple property and secondly, the subject property in question is a 'Nazul' land and as such is actually vested with the respondents as being a government land and according to him, which was not required to be purchased from the petitioner. He has further submitted that since the title of the portion of the Temple Land which has been purchased vide sale deed dated 22nd December, 2023 is disputed, as the same essentially belongs to the State Government, they have filed a suit seeking cancellation of the said sale deed vide *Civil Suit No. 680 of 2024 (State of Uttar Pradesh Vs. Swami Visvesh*

Prapancharya) and the same is pending before the Court of Additional Chief Judge-II (Junior Division).

12. The learned counsel for the State has further submitted that no doubt the total sale consideration, which was agreed between the parties was for an amount of Rs.1,38,44,559/-, however, it is also an admitted fact that the said amount of total sale consideration constituted of two parts, namely, (i) the cost of land (1512 Sq. meters), which was estimated for an amount of Rs. 1,20,96,000/- and (ii) the cost of construction (Bhawan Tin Shade), which was estimated for an amount of Rs. 17,48,559/-. Accordingly, to the learned counsel, as far as the cost of construction is concerned, the payment has already been made to the petitioner, however, since the land primarily belongs to Government as being a 'Nazul' Land the cost of land was not payable to the petitioner at all.

13. Having heard learned counsel for the parties and perused the material on records, this Court is of the view that there is no denial of the fact that a sale deed dated 22nd December, 2023 has been executed between the parties wherein a part consideration of Rs. 1,20,96,000/- relating to the cost of land has not been paid by the respondent-Authorities.

14. It is rather amusing that the respondent-Authorities on one hand is agitating that there is a dispute relating to the title of the land to not pay the part sale consideration, whereas, on the other hand has chosen to be in possession of the said land. We find some force in the arguments of learned counsel for the petitioner that if the title of the property is in dispute and the State Government is not convinced with the ownership of the property, then the said property ought to have been reverted to the petitioner. The very fact that the respondents have continued to be in possession of the said property and have subsequently filed a suit seeking cancellation of the said sale deed speak volumes about the conduct of the respondent-authority in the present transaction.

15. Apparently, the conduct of the respondents-Authorities cannot be termed to be fair, proper or reasonable because of the simple reason that apparently the authorities have fooled the petitioner to oust them from the said portion of the temple land in the name of sale-deed and now when the payment is being demanded, they have volte-faced their stand by claiming that the said portion of temple land is ‘Nazul’ and/or a Government Land and was not capable of being sold. The whole story seems to be well orchestrated and a product of some fertile mind to somehow delay and postpone the payments of sale consideration to the petitioner merely to take the possession in a jiffy and deny the legitimate payment of sale consideration thereafter.

16. This Court also find that normally in a sale transaction there is always a tradition of conducting a title search of the ownership and then only a sale deed is executed by the purchaser and there is a concept of *Caveat Emptor*, which legally means buyer beware and in sale transaction, it means the buyer must inspect the title and chain-documents of the property before buying, however, in the present case, it seems the respondent-Authorities are out "to put the cart before the horse" by devising a mechanism by virtue of which they are able to fool the petitioner in giving them the peaceful and vacant physical possession of the portion of the Temple Land under a sale deed without payment of sale consideration and then turn around to say that they have now examined the title of the document and arrived at a conclusion that no consideration is payable vide the sale deed as the sale has been executed for a ‘Nazul’ land and/or Government Land. The said conduct of the respondents-State Authorities, which ought to be a welfare State and a model party in the sale-purchaser transaction cannot be appreciated by any stretch of imagination. Further, the alacrity shown by the respondent-Authorities in taking the possession immediately and deferring the payment of sale consideration to 15 days, in the hindsight seems to be a well calculated move to somehow oust the petitioner smoothly without any hiccups, which ordinarily even for ‘Nazul’ lands would have taken years. This conduct of the respondent seems to prove that actually they never intended to pay the said sale consideration to the petitioner.

17. Although, the present peculiar circumstances tend to be a fit case for our interference, however, the fact remains that this Court being bereft of adjudicating the present case on the title dispute raised by the respondent and/or examine as to who is the actual owner of the property, without providing an opportunity to the contesting parties to lead evidence in a full length trial, this Court is constrained to relegate the parties to the jurisdiction of the Civil Court, wherein the issue is pending. We are also conscious of the prevailing law that in the case of ***Dahiben v. Arvindbhai Kalyanji Bhanusali (Gajra) Dead through Legal Representatives & Ors.*** reported in ***(2020) 7 SCC 366;*** and the recent judgment of ***Raziya Begum & Ors. v. Nafisa Begum Abdul Hamid*** reported in ***2026 SCC OnLine SC 1511 : 2026 INSC 814;*** the Hon'ble Supreme Court, while interpreting Section 54 of the Transfer of Property Act, 1882, went on to hold that actual payment of the entire sale price at the time of execution of the sale deed is not an essential condition for completion of sale. It was also observed therein that when a sale deed is registered, even upon part payment of the sale price, title would pass to the transferee. The nonpayment of the remaining part of the sale price would not invalidate it, and the remedy would be to recover the balance sale consideration, but not cancellation of the sale deed for non-payment of balance sale consideration. Thus, according to this Court, the petitioner has to file a suit for recovery of its balance sale consideration.

18. However, we find that a suit is already pending between the parties, albeit at the behest of the respondent-Authority. Thus, keeping in view the overall facts and circumstances of the present case and also keeping in view the clandestine manner in which the respondent-State Authorities have taken possession over the part of the Temple Land without payment of sale consideration as payable to them vide the sale deed dated 22nd December, 2023, this Court directs the respondent-State to deposit the sale consideration along with interest @ 8% per annum, as payable to the petitioner on the lapse of 15 days of the sale deed dated 22nd December, 2023 in an interest bearing Fixed Deposit of a Nationalized Bank in the name of the Court of Additional Chief Judge-II (Junior Division)**.** The said amount shall be deposited with the said Court within four weeks from today and we leave it to the wisdom and discretion of the said learned Court to deal with the said amount by either keeping it subject to the outcome of the pending suit or releasing a part and/or full and/or accrued interest to the petitioner, in case an appropriate application is made in this regard by the petitioner.

19. We make it clear that this Court has not examined the issue of title of the portion of the Temple Land and has merely given its observation on the conduct relating to the execution of the sale deed dated 22nd December, 2023 and the possession thereof and as such the parties shall be free to produce their documents and witnesses and agitate their respective contention and/or issues as may be permissible under law before the said Civil Court. All questions of law are left open. This Court also directs that since the sale deed is of the year 2023, the Trial of the suit may be expedited and endeavour shall be made by the parties and the Court to conclude the same expeditiously, preferably within a period of one year.

20. With the above observations, **the present writ petition stands *disposed of.***

(Abdhesh Kumar Chaudhary,J.) (Shekhar B. Saraf,J.)

August 11, 2026

Anuj Singh/Praveen