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

+ RFA 670/2026, CM APPL. 44691/2026

BIPIN BIHARI SHARMA

.....Appellant

Through: Mr. Abhishek Kaushik and
Mr. Aditya Kaushik, Advocates

versus

B K SINGH

.....Respondent

Through:

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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17.07.2026

CM APPL. 44692/2026 & CM APPL. 44693/2026

1. Allowed, subject to all just exceptions.
2. The Applications stand disposed of.

RFA 670/2026, CM APPL. 44691/2026

3. Regular First Appeal under Section 96 read with Order XLI of the Code of Civil Procedure, 1908 (CPC) has been filed on behalf of the Appellant/Defendant against the judgment and decree dated 30.05.2026 whereby the *Suit of the plaintiff for possession*, has been decreed under Order XII Rule 6 CPC.
4. The Plaintiff filed a Civil Suit bearing No. *CS DJ 1241/2024* for *recovery of possession and mesne profits and arrears of rent of Rs.5,92,000/-*. The Plaintiff Sh. B. K. Singh stated that the property belonged to Dr. Neeru Singh, his real sister who was unmarried. Dr. Neeru Singh during her lifetime, had given the Authority Letter dated 12.04.2015



to the Plaintiff, to let out the above Suit to the tenant and to collect the rent thereof.

5. She died intestate on 19.08.2017, leaving behind the Plaintiff and her real brother Sh. Ajit Kumar Singh, as her Class-II legal heirs, who became the owner of the suit property.

6. The plaintiff had let out the property bearing Flat No. 53-C, Harsh Apartment, Pocket-1, DDA Flats, Dwarka, Sector-10, New Delhi (*hereinafter referred to as suit property*) to the Defendant/Appellant, Bipin Bihari, for a rent of Rs.16,000/- exclusive of water electricity charges for residential purposes, w.e.f. April 2019, on the oral recommendation of previous tenant Mrs. Renuka.

7. It was agreed that Defendant shall pay the rent regularly on or before the 7th day of each calendar month. The rent was increased to Rs.16,500/- w.e.f. April, 2021 and was further increased to Rs.17,000 w.e.f. October, 2021. Thereafter, the rent was mutually enhanced to Rs.19,000/- w.e.f. September, 2023.

8. The Plaintiff stated that Defendant used to pay the rent on the account of the Plaintiff, but he was a habitual defaulter in making payment of the rent, which he failed to pay regularly despite repeated requests. The rent has not been paid w.e.f. March, 2022. When the rent was increased in the month of September 2023, Defendant paid Rs.19,000/- on 08.09.2023 and Rs.17,000/- on 10.10.2023.

9. The Defendant on one hand, was not paying the rent regularly and on the other hand, was threatening the Plaintiff with entire consequences. The Plaintiff served Legal Notice dated 12.03.2024 upon the Defendant, to vacate the property and handover the peaceful possession of the Suit



Property. Despite services of Legal Notice, the Defendant failed to comply with the Notice.

10. The Plaintiff asserted that he is the lawful landlord of the Defendant in respect of the suit property, whose tenancy stands terminated *vide* Legal Notice dated 12.03.2024. *Hence, the Suit was filed for recovery of possession, arrears of rent and for mesne profits.*

11. The Defendant in his **Written Statement** took *the preliminary objection* that the Suit for recovery has been filed by a co-owner, which is not maintainable, especially when the property originally belonged to Dr. Neeru Singh. Upon her demise, her brother Ajit Kumar Singh, who was the co-owner, has not been impleaded as a party in the Suit. *Dr. Ajit Kumar Singh is a necessary and proper party to present Suit.*

12. It was further asserted that the Plaintiff had *not approached the Court with clean hands*. In January 2023, Ajit Singh, brother of the Plaintiff, had approached the Defendant and informed him that he is the owner of the suit property and that Plaintiff is wrongfully accepting the rent, as there is an ongoing dispute in regard to the title of property within the family. This dispute of title goes to the root of the Plaintiff's claim and has been intentionally concealed by the Plaintiff. It was claimed that the plaint *did not disclose any cause of action* as the Suit was based on incomplete and disputed title. The Suit was liable to be rejected under Order VII Rule 11 CPC.

13. It was further asserted that the alleged tenancy was vague and ambiguous. The initial induction is said to be through an oral recommendation and the rent is claimed to have been increased multiple times, without any supporting documents. The Defendant *denied the*



existence of the relationship of landlord-tenant with the Plaintiff in an individual capacity, after the demise of original owner Dr. Neeru Singh.

14. On merits, the averments made in the plaint, were denied.

15. An Application under Order XII Rule 6 CPC was filed by the respondent/plaintiff.

16. The learned District Judge in the impugned Order, noted that the statement of the Appellant was recorded under Order X CPC on 23.03.2026, wherein he admitted that he had been paying rent to the Plaintiff, thereby establishing the relationship of landlord-tenant. The Defendant has also admitted a rent of Rs.17,000/- per month. The tenancy of the Defendant was terminated, on service of Legal Notice dated 12.03.2024. **The Suit of the Plaintiff, therefore, was decreed under Order XII Rule 6 CPC.**

17. Aggrieved by the impugned judgment dated 30.05.2026, the **present Appeal** has been preferred.

18. The grounds of challenge essentially are that there was no clear, unequivocal, unconditional and unambiguous admission on the part of the Appellant, on the basis of which the decree under Order XII Rule 6 CPC has been passed. The basic requirements for such a decree, is absent. The decree is based on inferential and selective reading of pleadings and the statement of the Appellant. It has not been considered that the Appellant had specifically denied relationship of being a tenant of the Plaintiff and had disputed the relationship of landlord and tenant.

19. It has not been considered that the property originally belonged to Dr. Neeru Singh and after her demise, Appellant has continued in possession thereof, thereby raising substantial and *bona fide* triable issues requiring



adjudication through evidence. The averments made in the Written Statement were neither categorical nor conclusive meriting a judgment. There were disputes between the co-owners in regard to the ownership of the Plaintiff.

20. Reliance on the statement recorded under Order X CPC, has been placed erroneously as it was only clarificatory in nature and cannot be a substitute for full trial or constitute conclusive admission, for passing of decree. The statement under Order X CPC cannot be treated as substantive evidence against the Appellant, without affording an opportunity of trial.

21. The Written Statement was required to be read as a whole and not in a piecemeal manner. The impugned judgment has resulted in grave injustice to the Appellant. *Hence, the impugned judgment and decree be set aside.*

Submissions heard and record perused.

22. The Plaintiff had filed the *Suit for Recovery of Possession and Mesne Profits along with arrears of rent of Rs.5,92,000/-*.

23. The Plaintiff had explained that the erstwhile owner of the Suit Property, was Dr. Neeru Singh, his real sister, who was unmarried. She died intestate on 19.08.2017 and was survived by the Plaintiff, Sh. B.K. Singh and the second real brother, Sh. Ajit Kumar Singh. The Plaintiff had further stated in the Plaint that during her lifetime, Dr. Neeru Singh, the sister had issued an Authority Letter dated 12.04.2015 to the Plaintiff, to let out the suit property to the tenant and to collect the rent, therefrom.

24. The Defendant in his Written Statement, was essentially vague in relation to his status in the suit property but essentially, challenged the ownership and the locus of the Plaintiff, Sh. B.K. Singh, to institute the Suit. Consequently, his Statement under Order X CPC was recorded by the



learned District Judge on 23.03.2026 wherein he stated as under:

“I have been residing in the suit property since 2019. I was inducted as a tenant by the plaintiff and I was paying rent to the plaintiff himself. I do not remember exactly since what date I have not been paying rent. However, it must have been almost two years approximately since I last paid rent to the plaintiff. The rent of the property was Rs. 17,000/- per month. Ever since COVID, I have been under financial constraints and hence unable to pay the rent: / am also not paying any rent right now due to financial constraints. I have brought my Aadhaar Card as proof of identity, a copy of which is being submitted herewith.”

25. He thus, admitted that he was inducted as a tenant by the Plaintiff, Sh. B.K. Singh in 2019, and he has been paying the rent to the Plaintiff. Two things got established: *Firstly, that the Plaintiff was the landlord and secondly, the Defendant was the tenant since 2019.*

26. The main contention of the Appellant is that the statement under Order X CPC, cannot be relied upon as a substantive statement containing the admissions.

27. Order X CPC reads as under:

“1. Ascertainment whether allegations in pleadings are admitted or denied— At the first hearing of the suit the Court shall ascertain from each party or his pleader whether he admits or denies such allegations of fact as are made in the plaint or written statement (if any) of the opposite party, and as are not expressly or by necessary implication admitted or denied by the party against whom they are made. The Court shall record such admissions and denials.



1A. Direction of the court to opt for any one mode of alternative dispute resolution— After recording the admissions and denials, the court shall direct the parties to the suit to opt either mode of the settlement outside the court as specified in sub-section (1) of section 89. On the option of the parties, the court shall fix the date of appearance before such forum or authority as may be opted by the parties.

... ..

2. Oral examination of party, or companion of party.—

(1) At the first hearing of the suit, the Court— (a) shall, with a view to elucidating matters in controversy in the suit examine orally such of the parties to the suit appearing in person or present in Court, as it deems fit; and (b) may orally examine any person, able to answer any material question relating to the suit, by whom any party appearing in person or present in Court or his pleader is accompanied.

(2) At any subsequent hearing, the Court may orally examine any party appearing in person or present in Court, or any person, able to answer any material question relating to the suit, by whom such party or his pleader is accompanied.

(3) The Court may, if it thinks fit, put in the course of an examination under this rule questions suggested by either party.]

... ..”

28. The scope of Order X CPC was considered in the case of M/S Kapil Corepacks Pvt. Ltd. & Ors. v. Harbans Lal (D) Thr. LRs, (2010) 8 SCC 452,



wherein it was observed that Order X Rule 1 of CPC enable the Court to ascertain from each of the parties at the first hearing whether he admits or denies such of those allegations of facts made in the pleadings of the other party, which were not expressly or necessary implication admitted or denied by him. In other words, if Defendant in his written statement fails to expressly or by necessary implication admits or denies any of the allegations made in the Plaint, the Court can ascertain from the Defendant, whether he admits or denies such allegations in the Plaint.

29. It was further observed that similarly, if Defendant has made some allegations against the Plaintiff in the written statement or no Reply is filed thereto by the Plaintiff, the Court can ascertain, whether the Plaintiff admits or denies those allegations. Resort to Order I Rule 10 of CPC is necessary only in cases, where the Court finds that the Plaintiff or the Defendant has failed to expressly or impliedly admit or deny any of the allegations against him by the other party. Examination under Order X Rule 1 of CPC would not be necessary where the pleadings of each party have been fully and clearly traversed by the other party.

30. In the present case, Statement of Appellant was recorded on oath under Order X of CPC on 23.03.2026, which was necessitated because of the vague assertions in the Written Statement, where there was no clear stand taken by the Appellant in regard to his relationship of landlord-tenant in respect of the Suit Property. He had failed to expressly or impliedly admit or deny any of the allegations made against him by the Plaintiff, therefore, arose necessity of his examination under Order X Rule 1 of CPC.

31. Statement of the Appellant had been recorded, in accordance with law, only to seek elicit clarity in the stand taken by him in the written



statement, which was well within the jurisdiction of the Court. The Appellant cannot question the recording of the statement under Order X, since such statement essentially becomes the part of the pleadings.

32. In the case of Arunagiri Goundan vs. Vasantharoya Goundan and Ors., AIR 1949 Madras 707, Division Bench of Madras High Court explained that admissions are usually contemplated in (1) in the pleadings (expressed or constructive) under Order VIII Rule 5 of CPC (2) during examination of party under Order X rule 1 CPC (3) in answer to interrogatories under Order XI Rule 8 of CPC (4) in response to the Notice to admit the facts under Order XII Rule 4 of CPC (5) in any evidence or in an affidavit on oath (6) when any party voluntarily comes forward during the pendency of the proceedings to make an admission.

33. Thus, it is evident that Statement of the Appellant, recorded under Order X Rule 1 of CPC could clearly be considered to ascertain if there were any admissions made by him in his written statement read with his Statement.

34. It is also evident that while eliciting the clarity in respect of the pleadings under Order X Rule 1 of CPC, such Statement so recorded, becomes a part of the pleadings giving clarity to the same. **Therefore, Appellant had made categorical admission of him being a tenant in the Suit Premises.**

35. **The Defendant had sought to challenge the title of the Plaintiff,** Sh. B.K. Singh by claiming that he was not the owner of the Property and thus, not entitled to maintain the Suit for Possession. It was further asserted in his Written Statement that in January, 2023, Sh. Ajit Kumar Singh, brother of the Plaintiff, had approached him and informed that he was the



owner of the suit property and that the rent was being wrongfully accepted by the Plaintiff, as there is an ongoing dispute in regard to the title of the Property within the family. The Defendant, thus claimed that in view of a dispute in regard to the title of the Property, the Plaintiff could not have claimed himself to be the owner.

36. This contention is patently fallacious for the simple reason that the Defendant has admitted having been inducted as a tenant in the suit premises by the Plaintiff, Sh. B.K. Singh and therefore, *admittedly, the Plaintiff was the landlord of the Defendant/Appellant. Section 116 of the Indian Evidence Act, estoppes a tenant to question the title of a person, who has inducted him in the premises as a tenant.* Therefore, having admitted that Sh. B.K. Singh had inducted him as a tenant in the suit premises, the Defendant cannot question or challenge the title of the Plaintiff as the landlord.

37. In the case of India Umbrella Manufacturing Co. v. Bhagabandei Agarwalla, (2004) 3 SCC 178, it has been held that even one co-owner can file the suit against the tenant. Thus, the contention that the co-owner Sh. Ajit Kumar Singh, brother, in the Suit, is not tenable.

The *second aspect of this argument* is that there is no denial that Dr. Neeru Singh, sister of the Plaintiff, was the owner of the Property. On her demise, the Property is inherited by the Plaintiff and his brother, Sh. Ajit Kumar Singh. It thus, emerges that the Plaintiff is the co-owner of the suit property and therefore, capable of instituting the Suit for Recovery of Possession against the tenant. There may be disputes *inter se* between the Plaintiff and his brother, Sh. Ajit Kumar Singh but that does not prevent the Plaintiff from seeking possession from a tenant, who had been induced in



the premises by him, as a tenant.

38. The Defendant/tenant has admitted that he was a tenant @Rs.17,000/- per month, which clearly shows that he does not have the protection of Delhi Rent Control Act.

39. Furthermore, there is a clear averment that the tenancy of the Appellant, was terminated *vide* Legal Notice dated 12.03.2024. Even if the Defendant claims that no Notice was served, but it has been held in the case of M/s Nopany Investments (P) Ltd. v. Santokh Singh (HUF), AIR 2008 SC 673 that filing of the Suit itself, is a notice of termination to the Defendant.

40. **The learned District Judge has rightly held** that *the three necessary ingredients; i.e. relationship of landlord and tenant, the rent being more than Rs.3,500/- and the termination of the tenancy*, have admitted and established from the averments made by the Defendant in his Written Statement read with his Statement under Order X CPC, dated 23.03.2026.

41. There is no infirmity in the impugned Judgment decreeing the Suit of the Plaintiff for Possession, under Order XII Rule 6 CPC.

42. The Appeal is without merits and is hereby, **dismissed**. Pending Applications are also disposed of, accordingly.

NEENA BANSAL KRISHNA, J

JULY 17, 2026

N/RS