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

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Date of Decision: 07.04.2021

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RFA 226/2020 & CM APPL. 20247/2020 (Stay)

ASHOK KUMAR BAGGA

.... Appellant

Through: Mr. Praveen Suri, Advocate .

versus

RAJVINDER KAUR

..... Respondent

Through: Mr. Avtar Singh, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

JYOTI SINGH, J.

1. This Regular First Appeal is preferred by the Appellant herein against the judgment and decree dated 11.08.2020, passed in CS No. 137/2018 by the learned Trial Court vide which the Trial Court has decreed the suit for possession filed by the Respondent on an Application under Order XII Rule 6 Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC') filed by her.

2. Appellant herein was the sole Defendant before the Trial Court and the Respondent herein was the Plaintiff. For the sake of convenience parties are referred to as Appellant and Respondent as per their status in this Court.

3. Facts of the present case are in a narrow compass and are encapsulated as follows:

- a. Respondent filed a suit against the Appellant for possession, recovery of arrears of rent and mesne profits qua the suit property being shop No. 4, Ground Floor, J-5/121, Rajouri Garden, New Delhi-110027 (hereinafter referred to as suit property).
- b. Respondent premised the suit on the landlord-tenant relationship between the parties. It was pleaded that Respondent had let out the suit property to the Appellant in the year 2012 on the basis of a registered Lease Agreement executed between the parties on 10.10.2012 for a period of two years. The second registered Lease Agreement was executed on 10.10.2014, for a period of one year. The third and last Agreement was executed on 12.10.2015 for a period of 2 years at an enhanced monthly rent of Rs. 16,800/-, for the first year and Rs. 17,500/- for the second year.
- c. Under the Agreement it was specifically agreed between the parties that if after the expiry of the tenancy period, the tenancy was extended for another period, with the mutual consent, then the monthly rent will be increased @ 5% and fresh Agreement will be signed by both the parties. This was translated in Clause 27(A) of the Lease Agreement.
- d. It was the case of the Respondent that the tenancy came to an end by efflux of time on 10.10.2017, but Appellant failed to vacate the suit property.
- e. Respondent further pleaded that Appellant sent a notice dated 26.09.2017, requesting the Respondent to extend the Lease for another two years. Respondent vide reply dated 09.10.2017

responded to the said notice refusing to extend the lease and instead called upon the Appellant to vacate the suit premises.

- f. It was further averred that instead of vacating the suit premises, Appellant started unilaterally depositing the increased rent, through a cheque @ Rs. 18,375/- per month, in the bank account of the Respondent, without the consent and knowledge of the Respondent.
- g. Finding no alternative, Respondent sent a legal notice dated 06.12.2017 under Section 106 of the Transfer of Property Act, 1882 to the Appellant calling upon him to vacate the suit property, within 15 days of receipt of notice and pay damages @ Rs. 1,000/- per day with effect from 11.10.2017 till handing over of possession. Notice was duly served upon the Appellant and was responded to by reply dated 02.01.2018.
- h. In reply, Appellant took a stand that lease had been extended, albeit orally, for a further period of two years from 10.10.2017 and also referred to six post-dated cheques, sent by him for a sum of Rs.18,375/- each, towards the rent.
- i. Respondent pleaded that lease had not been extended after the last Lease Agreement executed on 12.10.2015 for a period of two years and the Respondent never accepted the rent. Appellant had been depositing the cheques in the bank account on his own accord, which did not amount to extending the lease of the suit premises, as the deposits were without the consent and knowledge of the Respondent. Since Appellant did not vacate the suit premises, Respondent was constrained to institute a suit for possession, recovery of arrears of rent and mesne profits.

- j. Upon service of summons, Appellant appeared before the Trial Court and filed the written statement, wherein he admitted the landlord-tenant relationship between Respondent and the Appellant, respectively. The quantum of rent as well as execution of the three Lease Agreements was also not a dispute between the parties. Primarily the defence of the Appellant was that there was an oral agreement between the parties extending the lease by a period of two years and Respondent had accepted six post-dated cheques for the period between October, 2017 to April, 2018 in furtherance of the Agreement and had assured that a Lease Agreement would be executed for a period of two years from 11.10.2017 to 10.10.2019. An objection was also taken to the maintainability of the suit under Section 9 of CPC read with Section 8 of the Arbitration and Conciliation Act, 1996, on the basis of an Arbitration Clause in the Agreement dated 12.10.2015.
- k. Appellant admitted that in the previous round of litigation between the parties, a suit for permanent injunction had been filed by the Appellant against the Respondent, seeking restraint against forcible dispossession from the suit property. In the said litigation, Appellant had taken a similar plea of an oral Agreement between the parties for extension of the lease period and had also admitted the landlord-tenant relationship. The said suit was dismissed as withdrawn vide order dated 02.03.2018, on the statement of the Respondent, as she had already filed a suit for possession.
- l. On the basis of the alleged admissions by the Appellant, Respondent filed an Application under Order XII Rule 6 CPC,

praying for a decree of possession, arrears of rent and mesne profits.

- m. Learned Trial Court allowed the application under Order XII Rule 6 CPC and decreed the suit qua relief of possession of the suit property, in favour of the Respondent.
 - n. Vide a subsequent order dated 10.09.2020, Trial Court has allowed the application of the Respondent under Order XV(A) read with Order XXXIX Rule 10 CPC, seeking a direction to the Appellant for clearing the arrears of rent till date and making payments of future rent. Trial Court has held that the Appellant is in possession of the suit property despite termination of the lease, at the last paid rent @ Rs. 18,375/-. It took into account that due to deposit of the cheques in the bank account of the Respondent, rent had been received up till April, 2018 and subsequent thereto some payments had been received through five post-dated cheques. Accordingly, Trial Court has directed to clear the arrears between May, 2018 till 31.08.2020 @ Rs. 18,375/- per month, within six months of the order as also to deposit user charges with effect from September, 2020 in the bank account of the Respondent by 20th of each month till further orders. In case of non-payment of the arrears, Appellant is liable to pay 6% Simple Interest per annum.
4. Assailing the judgment and decree of the learned Trial Court, learned counsel for the Petitioner argued that there were no clear, unequivocal and unambiguous admissions on part of the Appellant and therefore the Trial Court erred in partially decreeing the suit on an application under Order XII Rule 6 CPC. Mere admitting the factual

position does not attract the provisions of Order XII Rule 6 CPC. It is contended that the Appellant had disputed the termination of tenancy and had averred that the Respondent had orally extended the lease by accepting the enhanced rent beyond the alleged expiry of the lease period under the Lease Agreement dated 12.10.2015. Having accepted the enhanced rent, Respondent was disentitled to a decree of possession on the basis of alleged admissions. To support this contention, learned Counsel has relied upon the decisions of Supreme Court in ***Jeevan Diesel & Electricals Ltd. vs. Jasbir Singh Chahdha*, AIR 2010 SC 1890; Payal Vision Ltd. vs. Radhika Chaudhary, (2012) 11 SCC 405 and Hari Steel and General Industries & Anr. vs. Daljit Singh & Ors., 2019 (3) CLJ 472 (S.C.)**.

5. The next argument of learned counsel for Appellant was that learned Trial Court failed to take into consideration the decision of Supreme Court in ***Union of India & Anr. vs. M/s. K.C. Sharma & Company & Ors., decided on 14.08.2020***, where the Supreme Court, relying on ***Sheth Maneklal Mansukhbhai vs. Hormusji Jamshedji Ginwala, AIR 1950 SC 1***, has observed that protection under section 53A of Transfer of Property Act, 1882 is available to a person who is put in possession pursuant to an Agreement to lease in his favour, though no lease has been executed and registered.

6. *Per Contra*, learned counsel for Respondent has supported the judgment of the learned Trial Court and submitted that the same is liable to be upheld by this Court and the Appeal be dismissed with costs.

7. Learned counsel for Respondent submitted that under the Agreement dated 12.10.2015 it was provided, under clause 27(A), that in

case of extension, fresh Agreement will be signed, which was admittedly not done by the parties. On the aspect of oral tenancy, Mr. Singh submits that previously, the Lease Agreements between the parties were duly executed in writing and registered and hence the plea of oral tenancy is misconceived. He further argued that under Sections 106 and 107 of Transfer of Property Act, 1882, in the absence of written agreement for the alleged period of extension, the tenancy shall be considered as month-to-month tenancy and the tenant will be 'tenant at sufferance'.

8. On the aspect of acceptance of enhanced rent, learned counsel for Respondent submits that through letter dated 26.09.2017 Appellant had requested the Respondent to extend the tenancy and give a written consent on or before 11.10.2017. Respondent, however, duly replied to the letter on 09.10.2017 and refused to extend the lease. After receiving the reply, Appellant deposited a cheque in the bank account of the Respondent, without her knowledge and the same was credited on 10.10.2017. Again in November, 2017 a cheque was deposited by the Appellant, after which the Respondent sent a legal notice on 06.12.2017, under Section 106 of the Transfer of the Property Act, 1882 asking the Appellant to vacate the suit premises. There was no assurance for extension of the lease by the Respondent and as the chronology would indicate the stand of the Respondent was clear that there was no extension save and except for the period under Lease Agreement dated 12.10.2015. It was also argued that mere tendering of the rent by the tenant and its acceptance by the landlord after the lease has been determined would not create a tenancy in favour of a tenant. Learned counsel in support relies on a judgment of Supreme Court in **C. Albert Morris vs. K.**

Chandrasekaran, (2006) 1 SCC 228 and of a Division Bench of this Court in ***Delhi Jal Board vs. Surendra P.Malik, 104 (2003) DLT 151 (DB).***

9. Learned Counsel for the Respondent distinguished the judgments in ***Union of India v. K.C. Sharma (supra)*** and ***Sheth Maneklal Masukhbhai (supra)*** and argued that the two judgments did not relate to a dispute amongst landlords and tenants. The facts in the said cases were clearly different inasmuch as the suit property therein was handed over under part performance, but no lease deed was executed and in the facts of those cases Section 53A of the Transfer of Property Act, 1882 was invoked and held applicable by the Courts. It is argued that the case of ***Sheth Maneklal Masukhbhai (supra)*** pertains to a dispute between Talukdar and permanent tenant wherein the very inception of tenancy was under challenge. In ***Union of India v. K.C. Sharma (supra)*** the compensation awarded pursuant to accusation of land by the Government was under challenge.

10. Learned counsel for Respondent further supports the impugned judgment of the learned Trial Court by relying upon para 7 of ***Payal Vision Limited (supra)*** and judgment of Co-ordinate bench of this Court in ***CRP No. 175/2019 titled as Geeta Devi vs. Mohd. Raza & Anr., decided on 14.11.2019***, wherein the Courts have clearly held that in a suit for possession/ejectment a Plaintiff is required to establish: (a) relationship of landlord-tenant; (b) tenancy not protected under Delhi Rent Control Act, 1958 and (c) tenancy has been terminated.

11. I have heard the learned counsel for Appellant and Respondent and given my thoughtful consideration to the rival contentions raised by them.

12. In so far as the objection with regard to maintainability of the suit under Section 9 CPC and Section 8 of the Arbitration and Conciliation Act, 1996 raised by the Appellant, is concerned, suffice would it be to note that vide order dated 25.10.2018, prior to the impugned judgement, Trial Court had dismissed the two applications filed by the Appellant, one under Section 35(c) of the Indian Stamps Act, 1899 and second under Section 8 of the Arbitration and Conciliation Act, 1996. The said order was challenged by the Appellant by filing CM (M) No. 1533/2018 before this Court, which was also dismissed and the Special Leave Petition being SLP No. 21782/2019 was also dismissed on 20.01.2020. In view of the aforesaid, it is not open to the Appellant to even raise an objection on the maintainability of the suit under Section 8 of the Arbitration and Conciliation Act, 1996.

13. Coming now to the next issue, it is a settled law that in order to seek a decree of possession against a tenant, the landlord has to fulfil certain parameters which have been enumerated and carved out in several judgments from time to time and are as follows:-

- (i) Relationship of landlord and tenant.
- (ii) Tenancy is not a protected tenancy under the Delhi Rent Control Act, 1958.
- (iii) There is no registered subsisting lease agreement.
- (iv) Tenancy has been terminated and the respondent tenant has failed to hand over possession.

14. In this context, I may refer to the judgment of Supreme Court in ***Payal Vision (Supra)***, relevant para of which is as follows:-

“7. In a suit for recovery of possession from a tenant whose tenancy is not protected under the provisions of the Rent Control Act, all that is required to be established by the

plaintiff-landlord is the existence of the jural relationship of landlord and tenant between the parties and the termination of the tenancy either by lapse of time or by notice served by the landlord under Section 106 of the Transfer of Property Act. So long as these two aspects are not in dispute the Court can pass a decree in terms of Order XII Rule 6 of the CPC, which reads as under:

“Judgment on admissions-(1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn upon in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

8. The above sufficiently empowers the Court trying the suit to deliver judgment based on admissions whenever such admissions are sufficient for the grant of the relief prayed for. Whether or not there was an unequivocal and clear admission on either of the two aspects to which we have referred above and which are relevant to a suit for possession against a tenant is, therefore, the only question that falls for determination in this case and in every other case where the plaintiff seeks to invoke the powers of the Court under Order XII Rule 6 of the CPC and prays for passing of the decree on the basis of admission. Having said that we must add that whether or not there is a clear admission upon the two aspects noted above is a matter to be seen in the fact situation prevailing in each case. Admission made on the basis of pleadings in a given case

cannot obviously be taken as an admission in a different fact situation. That precisely is the view taken by this Court in Jeevan Diesels & Electricals Ltd. (supra) relied upon by the High Court where this Court has observed:

“Whether or not there is a clear, unambiguous admission by one party of the case of the other party is essentially a question of fact and the decision of this question depends on the facts of the case. The question, namely, whether there is a clear admission or not cannot be decided on the basis of a judicial precedent. Therefore, even though the principles in Karam Kapahi (supra) may be unexceptionable they cannot be applied in the instant case in view of totally different fact situation.”

15. In the present case, the Appellant in his written statement filed in the present suit as well as in the suit filed in the earlier round of litigation has admitted the landlord-tenant relationship between the parties. It was also admitted that the Lease Agreement dated 12.10.2015 executed between the parties was registered. The rate of rent is also admitted, which is clearly more than Rs. 3,500/- and thus the Appellant is not covered by the protection of the Delhi Rent Control Act, 1958. The tenancy according to the Respondent came to an end on expiry of two years under the Agreement dated 10.10.2017, by efflux of time. Additionally, the Respondent had sent a notice dated 26.09.2017 and a legal notice dated 06.12.2017 under Section 106 of the Transfer of Property Act, 1882 calling upon the Appellant to vacate the premises. Both notices were admittedly served on the Appellant as he had responded to each one of them by sending a reply to the Respondent. Thus, as rightly held by the Trial Court, all the ingredients necessary for

seeking a decree of possession were met, when Respondent filed the suit for possession.

16. Counsel for the Appellant vehemently contended that the Respondent had not made out a case for passing of a partial decree on an application under Order XII Rule 6 CPC, as there were no unequivocal, clear or unambiguous admissions on record by the Appellant. To test the impugned order which is passed on an application filed by the Respondent herein under Order XII Rule 6 CPC, it is necessary to examine the provision which reads as under:-

“6. Judgment on admissions.—

(1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

17. The aforesaid Rule was amended by Act 104 of 1976, by which several Amendments were made to the Code of Civil Procedure, 1908. Prior to the amendment, judgment on admissions were confined only to an application in writing. By virtue of the Amendment, whether admissions are oral or in writing, Court is empowered, at any stage, of the suit, to give judgment on admission(s). In case of ***Himani Alloys Limited***

v. Tata Steel Limited (2011) 15 SCC 273 the scope of Order XII Rule 6 CPC was considered. Relevant para of the judgment reads as follows:-

“11. It is true that a judgment can be given on an “admission” contained in the minutes of a meeting. But the admission should be categorical. It should be a conscious and deliberate act of the party making it, showing an intention to be bound by it. Order 12 Rule 6 being an enabling provision, it is neither mandatory nor peremptory but discretionary. The court, on examination of the facts and circumstances, has to exercise its judicial discretion, keeping in mind that a judgment on admission is a judgment without trial which permanently denies any remedy to the defendant, by way of an appeal on merits. Therefore unless the admission is clear, unambiguous and unconditional, the discretion of the Court should not be exercised to deny the valuable right of a defendant to contest the claim. In short the discretion should be used only when there is a clear “admission” which can be acted upon. (See also Uttam Singh Duggal & Co. Ltd. v. United Bank of India [(2000) 7 SCC 120] , Karam Kapahi v. Lal Chand Public Charitable Trust [(2010) 4 SCC 753 : (2010) 2 SCC (Civ) 262] and Jeevan Diesels and Electricals Ltd. v. Jasbir Singh Chadha [(2010) 6 SCC 601 : (2010) 2 SCC (Civ) 745] .) There is no such admission in this case.”

18. Relevant would be in this regard also to refer to the following judgments:-

- i. In **Balraj Taneja v. Sunil Madan (1999) 8 SCC 396** it was observed as follows:-

“21. There is yet another provision under which it is possible for the court to pronounce judgment on admission. This is contained in Rule 6 of Order 12 which provides as under:

“6. Judgment on admissions.—(1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

- ii. In ***S.M. Asif v. Virender Kumar Baja (2015) 9 SCC 287*** it was observed as follows:-

“8. The words in Order 12 Rule 6 CPC “may” and “make such order ...” show that the power under Order 12 Rule 6 CPC is discretionary and cannot be claimed as a matter of right. Judgment on admission is not a matter of right and rather is a matter of discretion of the court. Where the defendants have raised objections which go to the root of the case, it would not be appropriate to exercise the discretion under Order 12 Rule 6 CPC. The said rule is an enabling provision which confers discretion on the court in delivering a quick judgment on admission and to the extent of the claim admitted by one of the parties of his opponent's claim.”

- iii. In ***Karam Kapahi v. Lal Chand Public Charitable (2010) 4 SCC 753*** it was observed as follows:-

“37. The principles behind Order 12 Rule 6 are to give the plaintiff a right to speedy judgment. Under this Rule either party may get rid of so much of the rival claims about “which there is no controversy”

(see the dictum of Lord Jessel, the Master of Rolls, in Thorp v. Holdsworth [(1876) 3 Ch D 637] in Chancery Division at p. 640).

38. *In this connection, it may be noted that Order 12 Rule 6 was amended by the Amendment Act of 1976. Prior to amendment the Rule read thus:*

“6. Judgment on admissions.—Any party may at any stage of a suit, where admissions of fact have been made, either on the pleadings, or otherwise, apply to the court for such judgment or order as upon such admissions he may be entitled to, without waiting for the determination of any other question between the parties; and the court may upon such application make such order, or give such judgment, as the court may think just.”

39. *In the 54th Law Commission Report, an amendment was suggested to enable the court to give a judgment not only on the application of a party but on its own motion. It is thus clear that the amendment was brought about to further the ends of justice and give these provisions a wider sweep by empowering the Judges to use it “ex debito justitiae”, a Latin term, meaning a debt of justice. In our opinion the thrust of the amendment is that in an appropriate case, a party, on the admission of the other party, can press for judgment, as a matter of legal right. However, the court always retains its discretion in the matter of pronouncing judgment.*

40. *If the provision of Order 12 Rule 1 is compared with Order 12 Rule 6, it becomes clear that the provision of Order 12 Rule 6 is wider inasmuch as the provision of Order 12 Rule 1 is limited to admission by “pleading or otherwise in writing” but in Order 12 Rule 6 the expression “or otherwise” is much wider in view of the words used*

therein, namely: “admission of fact ... either in the pleading or otherwise, whether orally or in writing”.

41. Keeping the width of this provision (i.e. Order 12 Rule 6) in mind this Court held that under this Rule admissions can be inferred from the facts and circumstances of the case (see Charanjit Lal Mehra v. Kamal Saroj Mahajan [(2005) 11 SCC 279] , SCC at p. 285, para 8). Admissions in answer to interrogatories are also covered under this Rule (see Mulla's Commentary on the Code, 16th Edn., Vol. II, p. 2177).

42. In Uttam Singh Duggal & Co. Ltd. v. United Bank of India [(2000) 7 SCC 120] this Court, while construing this provision, held that the Court should not unduly narrow down its application as the object is to enable a party to obtain speedy judgment.

43. In Uttam Singh Duggal case [(2000) 7 SCC 120] it was contended on behalf of the appellant, Uttam Singh Duggal, that:

a) Admissions under Order 12 Rule 6 should only be those which are made in the pleadings.

(b) The admissions would in any case have to be read along with the first proviso to Order 8 Rule 5(1) of the Code and the court may call upon the party relying on such admission to prove its case independently.

(c) The expression “either in pleadings or otherwise” should be interpreted ejusdem generis. (See para 11, p. 126-27 of the Report.)

Almost similar contentions have been raised on behalf of the Club. In Uttam Singh [(2000) 7 SCC 120] those contentions were rejected and this Court opined no effort should be made to narrow down the ambit of Order 12 Rule 6.

44. In Uttam Singh [(2000) 7 SCC 120] this Court made a distinction between a suit just between the parties and a suit relating to the Specific Relief Act, 1963 where a declaration of status is given which not only binds the parties but also binds generations. The Court held that such a declaration may be given merely on admission (SCC para 16 at p. 128 of the Report). But in a situation like the present one where the controversy is between the parties on an admission of non-payment of rent, judgment can be rendered on admission by the court.

45. Order 12 Rule 6 of the Code has been very lucidly discussed and succinctly interpreted in a Division Bench judgment of the Madhya Pradesh High Court in Shikharchand v. Bari Bai [AIR 1974 MP 75] . G.P. Singh, J. (as His Lordship then was) in a concurring judgment explained the aforesaid Rule, if we may say so, very authoritatively at p. 79 of the Report. His Lordship held : (AIR para 19)

“... I will only add a few words of my own. Rule 6 of Order 12 of the Code of Civil Procedure corresponds to Rule 5 of Order 32 of the Supreme Court Rules (English), now Rule 3 of Order 27, and is almost identically worded (see Annual Practice, 1965 Edn., Part I, p. 569). The Supreme Court Rule came up for consideration in Ellis v. Allen [(1914) 1 Ch 904 : (1911-13) All ER Rep 906] . In that case a suit was filed for ejectment, mesne profits and damages on the ground of breach of covenant against sub-letting. Lessee's solicitors wrote to the plaintiff's solicitors in which fact of breach of covenant was admitted and a case was sought to be made out for relief against forfeiture. This letter was

used as an admission under Rule 5 and as there was no substance in the plea of relief against forfeiture, the suit was decreed for ejectment under that Rule. Sargant, J. rejected the argument that the Rule is confined to admissions made in pleadings or under Rules 1 to 4 in the same order (same as ours) and said:

‘The Rule applies wherever there is a clear admission of facts in the face of which it is impossible for the party making it to succeed.’

Rule 6 of Order 12, in my opinion, must bear the same construction as was put upon the corresponding English rule by Sargant, J. The words ‘either on the pleadings or otherwise’ in Rule 6 enable us not only to see the admissions made in pleadings or under Rules 1 to 4 of the same order but also admissions made elsewhere during the trial.”

46. This Court expresses its approval of the aforesaid interpretation of Order 12 Rule 6 by G.P. Singh, J. (as His Lordship then was). Mulla in his commentary on the Code has also relied on the ratio in Shikharchand [AIR 1974 MP 75] for explaining these provisions.

47. Therefore, in the instant case even though statement made by the Club in its petition under Section 114 of the Transfer of Property Act does not come within the definition of the word “pleading” under Order 6 Rule 1 of the Code, but in Order 12 Rule 6 of the Code, the word “pleading” has been suffixed by the expression “or otherwise”. Therefore, a wider interpretation of the word “pleading” is warranted in understanding the implication of this Rule. Thus the stand of the Club in its petition under Section 114 of the Transfer of Property Act can be considered by the Court in pronouncing the judgment on admission under Order 12 Rule 6 in view of clear words “pleading or

otherwise” used therein especially when that petition was in the suit filed by the Trust.

48. However, the provision under Order 12 Rule 6 of the Code is enabling, discretionary and permissive and is neither mandatory nor it is peremptory since the word “may” has been used. But in a given situation, as in the instant case, the said provision can be applied in rendering the judgment.

iv. In ***Maria Margarida Sequeria Fernandes v. Erasmo Jack De Sequeria, 2012 (3) SCALE 550*** the Supreme Court held as under:-

“66. A title suit for possession has two parts - first, adjudication of title, and second, adjudication of possession. If the title dispute is removed and the title is established in one or the other, then, in effect, it becomes a suit for ejectment where the defendant must plead and prove why he must not be ejected.

67. In an action for recovery of possession of immovable property, or for protecting possession thereof, upon the legal title to the property being established, the possession or occupation of the property by a person other than the holder of the legal title will be presumed to have been under and in subordination to the legal title, and it will be for the person resisting a claim for recovery of possession or claiming a right to continue in possession, to establish that he has such a right. To put it differently, wherever pleadings and documents establish title to a particular property and possession is in question, it will be for the person in possession to give sufficiently detailed pleadings, particulars and documents to support his claim in order to continue in possession.”

v. In *Surjit Sachdev v. Kazakhstan Investment Services Private Limited*, 66 (1997) DLT 54 (DB) it was observed as follows:-

“16. A bare reading of Rule 6 would suggest that Court either on the application of any party or on its own motion and without waiting for determination of any other question between the parties proceed to give judgment as it may think fit having regard to the admission...”

“17. ...The factors which deserve to be taken into consideration in order to enable the Court to pass a decree in plaintiff's favor as regards possession in such like suit. are: (a) existence of relationship of Lesser and lessee or entry in possession of the suit property by defendant as a tenant; and (b) determination of such relation in any of the contingency, as envisaged in Section 111 of the Transfer of Property Act. One of the modes stated therein is by efflux of time limited by the lease. Only on unequivocal admission of the above two factors will entitle the plaintiff to a decree on admission. Admission need not be made expressly in the pleadings. Even on constructive admissions Court can proceed to pass a decree in plaintiff's favour.

18. Defendants in this case have not disputed the entry of defendant No. 1 in possession on the suit property on the basis of registered lease deed dated 24.2.1994...”

xxx

xxx

xxx

21. Even assuming that such a communication (letter dated 18.1.1995) was received by the plaintiff, there is nothing on record even to drawn an inference that the plaintiff ever agreed for extension. Otherwise also defendant No. 1 being a lessee could not under the

terms of lease seek extension of the lease. ...Accepting the plaintiff's stand that taking the plea of defendant as regards renewal of lease to have been duly accepted by the plaintiff that period of lease of the property stood extended for another period of one year on same terms, even in that case the period of such extended lease expired on 14.1.1996.

vi. In **MEC India Pvt. Ltd. V. Lt. Col. Inder Maira and Ors., 80 (1999) DLT 679** it was observed as under:-

“47. A suit for ejectment is different from a Title Suit for Possession against a trespasser. The former postulates no dispute about the Lessor - lessee relationship. The dispute here is generally only on two counts. One, about assent to continuation in the case of lease for a fixed term which had expired by efflux of time, or in the case of a tenancy from month-to-month, about the valid termination thereof. In case the lessee claims a right of renewal under a clause therefore, he must bring a separate suit for specific performance of the renewal clause within the limitation prescribed for such a suit. ...”

“48. ...The cause of action in the two is different. In a suit for possession it is the factum of ownership and the cause of action is a trespass on a particular day by dispossession of the owner. In a suit for ejectment, ordinarily there is no question of title. The tenant is estopped from denying the landlord's title and the cause of action is basically the termination on a particular day of the tenancy and the question is only about the form of the tenancy beyond that date -- one at sufferance or one from month-to-month.

49. To put it differently, in the former case there is no dispute either about title or about the permissive nature of occupation whereas in the latter case the

dispute is about title and there is no question of the possession being permissive. Here it is hostile. Even otherwise, a plea or a defense as a tenant is a pleading of a permissive title. It carries with it an admission that someone else, be it the plaintiff or be it another, is the one carrying a superior title and in whom vests the reversionary rights known in common parlance as ownership...”

“50. In a suit for ejectment, all that the Court is required to examine is whether on a calendar date representing the expiration of a particular tenancy month, the defendant-tenant's status became one of a 'tenant at sufferance' or it continued as one 'from month-to-month.' There is really nothing else to be tried in such a suit. A suit of this variety could in most cases be decided at the first hearing itself either on the pleadings and documents as was done by a Division Bench of this Court in Surjit Sachdeva v. Kazakhstan Investment Services Pvt. Ltd., 66 (1997) DLT 54 (DB), or, if need be, by examining the parties under Order X of the Code...

- vii. In ***Hill Elliott & Co. Ltd., v. Bhupinder Singh, 2011 (121) DRJ 438 (DB)*** Court held as follows:-

“18. The purpose of the enactment of provision of Order 12 Rule 6 CPC is to give the plaintiff a right to speedy judgment. The thrust of amendment is that in an appropriate case a party on the admission of the other party can press for judgment as a matter of legal right. If in a case like the present one, a dishonest litigant is permitted to delay the judgment on the ground that he would show during the trial that he had not received the notice, the very purpose of the amendment in the provision would be frustrated.”

viii. In *State Bank of Patiala v. Chander Mohan Jain, 1996 RLR 404* the Division Bench observed that it has become quite common for tenants, whose tenancies have been terminated validly, to continue occupation as trespassers, drive the landlords to file suits for eviction with a view to see how far the patience of landlord may last or how far the landlords or their Legal Representatives could fight the tenants particularly where the tenant has stopped payment even of the admitted rent.

19. In view of the above conspectus of law, the question that arises is whether the admissions by the Appellant were unequivocal and unambiguous to entitle the Respondent to a partial decree on admission. This question would have to be answered in the background of the judgment of the Supreme Court in *Jeevan Diesel (supra)* where the Court has laid down the parameters of admission required in a suit for possession/ejectment by a landlord against the tenant. As noted aforesaid, the Appellant has admitted the relationship of landlord-tenant between the parties as also the rate of rent of the suit property, which is more than Rs. 3,500/- per month, so as to take the suit property outside the ambit of the Delhi Rent Control Act, 1958. The Lease Agreement executed on 12.10.2015 as well as the subsequent two Lease Agreements are also admitted by the Appellant. The only issue therefore that remains to be seen is regarding the termination of the lease. While as per the Respondent the lease got terminated by efflux of time on 10.10.2017, as per the Appellant there was an oral agreement between the parties extending the lease for two years beyond 10.10.2017. Appellant supports

this contention by the fact that the cheques were tendered towards the rent, post this date and were accepted by the Respondent. In my view the plea of the Appellant on this Court deserves to be rejected. The Agreement dated 12.10.2015 admittedly contains Clause 27(A) which required that extension of the lease would be by a mutual agreement and that too in writing and signed by the parties. Appellant has not placed on record any agreement in writing signed by the parties extending the lease beyond 10.10.2017 as the entire case of the Appellant was that it was an oral agreement. Secondly, the Respondent vide her reply dated 09.10.2017 to the notice of the Appellant dated 26.09.2017, requesting for extension, clearly declined the request and had called upon the Appellant to vacate the suit property by 10.10.2017. Therefore, the plea of oral agreement set up by the Appellant, overriding the Clauses of the Registered Lease Agreements and the notices sent by the Respondent and duly received by the Appellant is not tenable. In any event, the Respondent had sent a legal notice terminating the tenancy under Section 106 of the Transfer of Property Act, 1882 which was admittedly served on the Appellant and thus the termination in accordance with law, is also admitted.

20. Section 106 of the Transfer of Property Act, 1882 reads as follows:-

“Section 106. Duration of certain leases in absence of written contract or local usage:-

(1) In the absence of a contract or local law or usage to the contrary, a lease of immovable property for agricultural or manufacturing purposes shall be deemed to be a lease from year to year, terminable, on the part of either lessor or lessee, by six months notice; and a lease of immovable

property for any other purpose shall be deemed to be a lease from month to month, terminable, on the part of either lessor or lessee, by fifteen days' notice.

(2) Notwithstanding anything contained in any other law for the time being in force, the period of mentioned in sub-section (1) shall commence from the date of receipt of notice.

(3) A notice under sub-section (1) shall not be deemed to be invalid merely because the period mentioned therein falls short of the period specified under that sub-section, where a suit or proceedings is filed after the expiry of the period mentioned in that sub-section.

(4) Every notice under sub-section (1) must be in writing, signed by or on behalf of the person giving it, and either be sent by post to the party who is intended to be bound by it or be tendered or delivered personally to such party, or to one of his family or servants at his residence, or (if such tender or delivery is not practicable) affixed to a conspicuous part of the property.”

21. In ***Union Bank of India v. Sushila Goela and others 2005 VIII AD (Delhi) 541*** a Division Bench of this Court held that the object of a notice under Section 106 of the Transfer of Property Act, 1882, is to inform the other party of the intention of the landlord that he desires to have his premises back and give time to the tenant to vacate the premises. To the same effect are the observations of the Division Bench in ***Capital Book House v. Intercraft Limited, 1999 (51) DRJ 245 (DB)*** as follows:-

“.....In Bhagwan Sri Krishenji Maharaj Virajman Mandir v. Chuttan Lal reported in AIR (1963) All. Pg. 54 the words of the notice were”... or if you think that the tenancy commenced on some other date, you may vacate the land on the corresponding date”. It was held that the

Transfer of Property Act prescribes no form of notice nor any particular words. It was held that if the notice makes it clear to the tenant that his tenancy has been terminated and he is required to vacate the accommodation at the end of the month (or the year) of the tenancy, it is a valid notice. It was held that Courts have always taken the view that the object of the notice under Section 106 is to give the tenant sufficient time to vacate the premises and such a notice should be liberally construed. It was held that the real point in such cases was that the person on whom the notice is served should understand that his tenancy has been terminated and he is required to vacate at the end of the period of the tenancy. It was held that if the tenant attacks the notice on the round of vagueness he must show that its defective language caused him to misunderstand its nature.”

22. I may also note here that while in this case, receipt of the termination notice is admitted, but even otherwise the law as laid by the Supreme Court is that mere filing of a suit is itself a notice on the tenant to quit. Relevant para of the judgment in **Nopany Investments(P) Ltd. v. Santokh Singh (HUF)**, 2008 2 SCC 728 is as follows:-

“22. In the present case, after serving a notice under Section 6-A read with Section 8 of the Act, the protection of the tenant under the Act automatically ceased to exist as the rent of the tenanted premises exceeded Rs 3500 and the bar of Section 3(c) came into play. At the risk of repetition, since, in the present case, the increase of rent by 10% on the rent agreed upon between the appellant and the respondent brought the suit premises out of the purview of the Act in view of Section 3(c) of the Act, it was not necessary to take leave of the Rent Controller and the suit, as noted hereinabove, could be filed by the landlord under the general law. The landlord was only required to serve a

*notice on the tenant expressing his intention to make such increase. When the eviction petition was pending before the Additional Rent Controller and the order passed by him under Section 15 of the Act directing the appellant to deposit rent at the rate of Rs 3500 was also subsisting, the notice dated 9-1-1992 was sent by the respondent to the appellant intimating him that he wished to increase the rent by 10 per cent. Subsequent to this notice, another notice dated 31-3-1992 was sent by the respondent intimating the appellant that by virtue of the notice dated 9-1-1992 and in view of Section 6-A of the Act, the rent stood enhanced by 10 per cent i.e. from Rs 3500 to Rs 3850. It is an admitted position that the tenancy of the appellant was terminated by a further notice dated 16-7-1992/17-7-1992. Subsequent to this, Eviction Petition No. 432 of 1984 was withdrawn by the respondent on 20-8-1992 and the suit for eviction, out of which the present appeal has arisen, was filed on 6-2-1993. That being the factual position, it cannot at all be said that the suit could not be filed without the leave of the Additional Rent Controller when, admittedly, at the time of filing of the said suit, the eviction petition before the Additional Rent Controller had already been withdrawn nor can it be said that the notice of increase of rent and termination of tenancy could not be given simultaneously, when, in fact, the notice dated 16-7-1992/17-7-1992 was also a notice to quit and the notice intending increase of rent in terms of Section 6-A of the Act was earlier in date than the notice dated 16-7-1992/17-7-1992. In any view of the matter, it is well settled that filing of an eviction suit under the general law itself is a notice to quit on the tenant. Therefore, we have no hesitation to hold that no notice to quit was necessary under Section 106 of the Transfer of Property Act in order to enable the respondent to get a decree of eviction against the appellant. This view has also been expressed in the decision of this Court in *V. Dhanapal Chettiar v. Yesodai Ammal* [(1979) 4 SCC 214.]”*

23. The aforesaid judgement indicates the high pedestal on which the rights of a landlord, to evict a tenant, are pitched.

24. In so far as the argument of extension of the Agreement on account of acceptance of rent, after the date of termination, is concerned, learned counsel for the Respondent has rightly relied upon the judgment in **C.**

Albert Morris (supra) where the Supreme Court has held as under:-

“26. ... Much argument was advanced on the receipt of the rent by the landlord after the cancellation of the lease. The consensus of judicial opinion in this country is that a mere continuance in occupation of the demised premises after the expiry of the lease, notwithstanding the receipt of an amount by the quondam landlord, would not create a tenancy so as to confer on the erstwhile tenant the status of tenant or a right to be in possession....”

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“32. ...We are, therefore, of the opinion that mere acceptance of rent by the landlord, the first respondent herein, from the tenant in possession after the lease has been determined either by efflux of time or by notice to quit would not create a tenancy so as to confer on the erstwhile tenant the status of a tenant or a right to be in possession..”

25. Similarly in **Delhi Jal Board (supra)** the Division Bench of this Court held as under:-

“12..... It is no longer a grey area that where a tenancy had otherwise expired by efflux of time but the tenant continued in possession of the premises, mere acceptance of rent by the landlord could neither renew the tenancy nor create a new one. That is so because such subsequent occupation of premises was not in pursuance of any contract, express or implied between the parties.

13.....In any case, this aspect does not assume any importance as no notice under Section 106 was required to be served on appellant due to the expiry of the Lease between the parties by efflux of time....”

26. In my view, there is a clear admission by the Appellant on all the four aspects required to be established by a Plaintiff/landlord in a suit for possession/ejectment and there is no error in the order of the Trial Court, partially decreeing the suit, by passing a judgment on admissions under Order XII Rule 6 CPC.

27. Learned counsel for the Respondent has rightly argued, as an alternate submission and without prejudice to his earlier submissions, that even if one was to go by the plea of the Appellant that there was an oral agreement extending the tenancy upto October, 2019, it is high time that the Appellant vacated the premises as two years have gone past even the said period, in the year 2021. In this regard, I may refer to the observations of the Supreme Court in ***Indian Council for Enviro and Legal Action v. Union of India, (2011) 8 SCC 161*** where the Court held that it is the bounden duty an obligation of a Court to neutralise any unjust and undeserved gain by a party and a person in wrongful possession should not only be removed as early as possible but be compelled to pay for the wrongful use of the premises by fine, penalty as well as cost. Relevant para from the judgment is as follows:-

“149. It is settled principle of law that no one can take advantage of his own wrong. Unless courts disgorge all benefits that a party availed by obstruction or delays or non-compliance, there will always be incentive for non-compliance, and parties are ingenious enough to come up with all kinds of pleas and other tactics to achieve their

end because they know that in the end the benefit will remain with them.”

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“162. We may add that restitution and unjust enrichment, along with an overlap, have to be viewed with reference to the two stages i.e. pre-suit and post-suit. In the former case, it becomes a substantive law (or common law) right that the court will consider; but in the latter case, when the parties are before the court and any act/omission, or simply passage of time, results in deprivation of one, or unjust enrichment of the other, the jurisdiction of the court to levelise and do justice is independent and must be readily wielded, otherwise it will be allowing the court’s own process, along with time delay, to do injustice.

163. For this second stage (post-suit), the need for restitution in relation to court proceedings, gives full jurisdiction to the court, to pass appropriate orders that levelise. Only the court has to levelise and not go further into the realm of penalty which will be a separate area for consideration altogether.”

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“191. In consonance with the principles of equity, justice and good conscience Judges should ensure that the legal process is not abused by the litigants in any manner. The court should never permit a litigant to perpetuate illegality by abusing the legal process. It is the bounden duty of the court to ensure that dishonesty and any attempt to abuse the legal process must be effectively curbed and the court must ensure that there is no wrongful, unauthorised or unjust gain for anyone by the abuse of the process of the court. One way to curb this tendency is to impose realistic costs, which the respondent or the defendant has in fact incurred in order to defend himself in the legal

proceedings. The courts would be fully justified even imposing punitive costs where legal process has been abused. No one should be permitted to use the judicial process for earning undeserved gains or unjust profits. The court must effectively discourage fraudulent, unscrupulous and dishonest litigation.

192. The court's constant endeavour must be to ensure that everyone gets just and fair treatment. The court while rendering justice must adopt a pragmatic approach and in appropriate cases realistic costs and compensation be ordered in order to discourage dishonest litigation. The object and true meaning of the concept of restitution cannot be achieved or accomplished unless the courts adopt a pragmatic approach in dealing with the cases."

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"197. The other aspect which has been dealt with in great detail is to neutralise any unjust enrichment and undeserved gain made by the litigants. While adjudicating, the courts must keep the following principles in view:

(1) It is the bounden duty and obligation of the court to neutralise any unjust enrichment and undeserved gain made by any party by invoking the jurisdiction of the court.

(2) When a party applies and gets a stay or injunction from the court, it is always at the risk and responsibility of the party applying. An order of stay cannot be presumed to be conferment of additional right upon the litigating party.

(3) Unscrupulous litigants be prevented from taking undue advantage by invoking jurisdiction of the court.

(4) A person in wrongful possession should not only be removed from that place as early as possible but be compelled to pay for wrongful use of that premises fine, penalty and costs. Any leniency would seriously affect the credibility of the judicial system.

(5) No litigant can derive benefit from the mere pendency of a case in a court of law.

(6) A party cannot be allowed to take any benefit of his own wrongs.

(7) Litigation should not be permitted to turn into a fruitful industry so that the unscrupulous litigants are encouraged to invoke the jurisdiction of the court.

(8) The institution of litigation cannot be permitted to confer any advantage on a party by delayed action of courts.”

28. In so far as the judgments relied upon by the Appellant are concerned, in my view, the same do not help the Appellant in any manner. In ***Sheth Maneklal Mansukhbhai (supra)*** a suit was filed by the Respondent firm therein for ejectment to recover possession of certain lands in Talukdari estate jointly owned by several *Talukdars* and the suit land was situated in one of the villages which were a part of the estate. The estate was under Government Management and the predecessors of the Appellant firm desired to make certain constructions on the land and thus sought permanent lease. The Talukdari Settlement Officer agreed to grant lease subject to Government sanction, which was subsequently given. The survey numbers in question were in possession of tenants and it was agreed that the lessee would take possession after privately settling with them and in case no settlement was arrived at, the Settlement Officer would issue ejectment notice to the tenants. Later sanction was given by the Government and though a draft Lease Deed was prepared, no formal documents were executed or registered. Soon thereafter the lessees took possession and tendered the agreed rent to the Settlement Officer and

sometime later the Management was taken over by the *Talukdars* and they continue to receive the rent from the lessees. A Possessory Mortgage of the factory and building over the land was executed in favour of the Defendants in the suit. The Defendants came in as mortgagees while the Plaintiffs were the assignees of the mortgage property. In 1993, the Appellants purchased the equity of redemption of the suit property at a Court auction. Plaintiffs discovered that Defendants had no registered lease in their favour and thus instituted the suit for ejectment.

29. The suit was defended on a number of grounds including that not being the landlords, Plaintiffs had no right to seek ejectment in absence of complete title to the property, while the Defendant was a permanent tenant. The Trial Judge decreed the suit by holding that there was no written lease forthcoming and thus should be deemed to be non-existent. In the appeal it was urged that the Subordinate Judge erred in not considering the position created in law embodied in Section 53-A of the Transfer of Property Act, 1882. Finally the matter reached up to the Supreme Court and it was in this context that the Supreme Court held as under:-

“19. It was not denied that the lessee took possession after this agreement was arrived at. It was argued that possession was taken before sanction of the Government was obtained in September 1917. There is however no proof of this except a bare recital in the Talukdari Settlement Officer's letter to the Government that he had permitted the defendant to enter on the land in anticipation of government's sanction. As already pointed out, the possession was with the tenants and had to be taken after entering into an arrangement with them or by issuing notice to them. It is not possible to think that this could have happened in such a short space of time

as elapsed between the middle of July and the beginning of September. In any case the factory could not have been built before the sanction of the Government was received. Not only did the lessee take possession in part-performance of the agreement but he offered the rent agreed upon and paid it not only to the Talukdari Settlement Officer but to all those who subsequently managed the interest of the talukdars in the survey numbers in dispute. The original lessee after having entered into possession of the property effected a mortgage of it in favour of the defendant. The defendant advanced a substantial sum on security of the property to the lessee. The equity of redemption was sold at an auction-sale. The defendant and his predecessor in interest were willing to perform their part of the contract. As a matter of fact, they have performed the whole of it. All that remains to be done is the execution of a lease deed by the lessor in favour of the lessee and of getting it registered. The plaintiff in para 6 of the plaint in unambiguous terms admitted that he received the amount of the lease up to 31st July, 1932, in respect of the survey numbers in dispute. It is difficult to imagine what lease he was referring to in the absence of a registered deed of lease. It could only mean the agreement of lease given in writing and signed by the Talukdari Settlement Officer. It is in pursuance of this agreement of lease that all the subsequent acts abovementioned were done. It may also be observed that an agreement of lease creating a present demise but not registered is admissible under Section 49 of the Indian Registration Act as evidence of part performance and Ex. 181 is secondary evidence of that agreement. A formal lease is not necessary to attract the application of Section 53-A of the Transfer of Property Act. All that is required is that an agreement in writing signed by the transferor can be gathered from the evidence. The correspondence mentioned in Ex. 181 fully establishes that fact.

20. We are therefore of the opinion that the learned Assistant Judge rightly dismissed the plaintiff's suit and the

High Court was in error in interfering with that decision in second appeal. The result therefore is that the appeal is allowed, the decision of the Assistant Judge restored and that of the High Court reversed. The circumstances of the case are such that we would make no order as to costs. The defendant was at fault in not producing all the documentary evidence at the proper stage of the case and he has been enabled to avail himself of the defence furnished to him under Section 53-A by reason of the admission in evidence after remand of Ex. 181, which though not properly admitted at that stage was not rejected by the High Court and could not be rejected at the stage when we dealt with the case. The parties are therefore left to bear their own costs throughout.”

30. Clearly the facts of the case were completely different to those of the present case. The observation of the Supreme Court was that a formal lease is not necessary to attract the application of Section 53-A and all that is required is an Agreement in writing, signed by the transferor as gathered from the evidence. In the facts of the case the Court noted that the correspondence mentioned in Exh. 181 established an Agreement, in writing, signed by the transferor. In the present case, there is no Agreement in writing, beyond the last written Lease Agreement entered into between the parties on 12.10.2015, under which the lease came to an end on 10.10.2017. In fact on the basis of this judgment the plea of the Appellant set up on an oral agreement completely fails.

31. In ***Union of India v. K.C. Sharma (supra)***, the land in question belonged to Gaon Sabha, which was acquired by the Government under the Land Acquisition Act and an award had been published under Section 6 of the said Act. In the proceedings relating to the Award, Respondents

claimed compensation on the ground that the land was given to them on lease by Gaon Sabha and on this count they had invested huge sums of money, making the land fit for cultivation and continued in possession for over 30 years. In proceedings under Sections 30 & 31 of the Act, the Civil Court passed a decree declaring them entitled for compensation. Some other parties in the village subsequently filed a suit seeking declaration that the decree had been obtained by fraud. The said suit was decreed and in appeal, the High Court held that the revenue records supported the plea of the Respondent who had succeeded in getting a judgment in their favour for compensation. This order was challenged in appeal and the Supreme Court, in that context observed that defence under Section 53-A of the Transfer of Property Act, 1882 is available to a person who has agreement of lease in his favour, though no lease had been executed and registered. In the present case, the benefit of Section 53-A is not available to the Appellant inasmuch as in the present case the tenancy has come to an end by efflux of time and the Lease Agreement between the parties clearly stipulated that any renewal of the lease will be by a mutual agreement of the parties, duly evidenced by writing and signatures of the parties. It is also admitted by the Appellant that the initial agreements were executed in writing and duly registered.

32. Similarly, the case of *Hari Steel (supra)* will also not inure to the benefit of the Appellant. In the said case, this Court had allowed an application under Order XII Rule 6 CPC and decreed the suit. The Supreme Court while setting aside the High Court order held that the issue raised by the Appellant therein of forged signatures on the Agreement to Sell warranted trial and the defence of the Respondents that

they had received only Rs. 2 Crores and not Rs. 5 Crores was also a matter of trial. In the said case it was also a defence of the Defendants that the Balance Sheet of the Defendants, placed on record by the Appellants were fabricated and forged. In the present case, there is no such allegation and on the contrary the Lease Agreement and the notices calling upon the Appellant to vacate the property are clearly admitted.

33. I may reiterate that in *Payal Vision (supra)* Supreme Court held that Order XII Rule 6 CPC sufficiently empowers the Court trying the suit to deliver judgment based on admissions, whenever such admissions are sufficient for grant of relief prayed for. In a suit for recovery of possession from a tenant, whose tenancy is not protected under the provisions of Delhi Rent Control Act, 1958 all that is required to be established by the Plaintiff/landlord is the existence of jural relationship of landlord and tenant between the parties and the termination of tenancy either by lapse of time or by notice served by the landlord under Section 106 of the Transfer of Property Act, 1882. So long as these two aspects are not in dispute, Court can pass a decree in terms of Order XII Rule 6 CPC.

34. For the aforesaid reasons, there is no merit in the present appeal and the same is accordingly dismissed along with the pending application.

JYOTI SINGH, J

APRIL 07, 2021/yo/yg