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

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Reserved on: 13.02.2023

Pronounced on: 21.02.2023

+ **RFA 332/2022 & CM APPL. 33107 & 34495/2022**

PARUL NAHAR

..... Appellant

Through: Mr. Mehmood Pracha and Mr.
Aayushman Aggarwal,
Advocates.

versus

POOJA BANSAL AND ANR.

..... Respondents

Through: Mr. Rishabh Kaushik, Mr.
Rahul Sharma, Mr. C.K. Bhatt
and Ms. Vedika, Advocates
for R-1.
Mr. Attin Shankar Rastogi and
Mr. Archit Chauhan,
Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE GAURANG KANTH

J U D G M E N T

GAURANG KANTH, J.

1. The Appellant (original Defendant No. 2) in the present Appeal is assailing the Judgment and Decree dated 09.06.2022 ("**Impugned Judgment**") passed by the learned ADJ-07, South East District, Saket Courts in CS No. 210/2020, titled as '*Mrs. Pooja Bansal Vs Soumitra Nahar & Anr*'.

2. Vide the Impugned Judgment, the learned Trial Court was pleased to allow the application filed by Respondent No. 1 (original Plaintiff) under Order XII Rule 6 of Civil Procedure Code, 1908 and

partly decreed the suit by granting her relief of ejectment/ possession in favour of Respondent No. 1 and against the Appellant and Respondent No. 2.

FACTS RELEVANT FOR THE DISPOSAL OF THE PRESENT APPEAL ARE AS FOLLOWS:

3. Respondent No. 2 was the husband of the Appellant. The parties were having a troubled married life. The matrimonial disputes between the parties are pending before various courts in Delhi. Respondent No. 2 got divorce decree on 03.01.2023 and the same is under challenge before this Court in MAT.APP. (F.C.) 36/2023.

4. Respondent No. 1 is the owner/ landlord of Flat No. E, Second floor (back side) along with servant quarter on the second floor and along with proportionate, undivided, indivisible and impartible ownership rights in the land measuring 500 sq. yards bearing No. M-24, situated at Greater Kailash Part-1, New Delhi-110048 (“Suit Property”) by virtue of the registered sale deed dated 30.03.2006.

5. It is the case of Respondent No. 1 that somewhere in December, 2012, Respondent No. 2 (husband) approached her for a rented accommodation. Hence, Respondent No. 1 rented out the Suit Property to Respondent No. 2 by way of lease agreement dated 12.12.2012. The said lease was initially for a period of 11 months at a fixed lease rental of Rs.30,000/- per month, exclusive of all charges like electricity, water, etc. with an interest free security of three months.

6. The lease agreement of the Suit Property was thereafter got renewed on yearly basis from time to time and the last renewal was

vide lease agreement dated 25.02.2019, from 01.01.2019 to 30.11.2019.

7. Appellant (wife) was staying in the Suit Property from the year 2013 and Respondent No. 2 (husband) was paying the monthly rent along with all other charges like electricity and water charges.

8. It is the case of Respondent No. 1 that she visited the Suit Property in May, 2019 and September, 2019. On both the occasions, the Suit Property was found to be locked. Further, according to Respondent No. 1, the Suit Property was lying dirty, messy, inhabitable, unattended and not maintained properly in accordance with the lease agreement dated 25.02.2019. In view of the same, vide legal notice dated 17.09.2019, Respondent No. 1 terminated the lease agreement between Respondent No. 1 and Respondent No. 2.

9. Later, Respondent No. 1 was summoned by the District Court with respect to a case for restoration of the electricity connection of the Suit Property. During the said proceedings, it came to the knowledge of Respondent No. 1 that Appellant and Respondent No. 2 entered into a mutual settlement agreement qua the Suit Property before this Court in FAO No. 129/2013. Hence, Respondent No.1 again, vide letter dated 30.10.2019, called upon Respondent No. 2 to vacate the Suit Property on or before 30.11.2019, failing which Respondent No. 2 would be liable to pay the damages @ Rs. 5000/- per day till the vacation of the Suit Property.

10. Further, Respondent No. 1 averred that she was in need of the Suit Property for settling her own son who was of marriageable age. Hence, Respondent No. 1 filed the suit for possession, damages/

mesne profits and cost against Respondent No. 2 (original Defendant No. 1) and the Appellant (original Defendant No. 2).

11. The summons were duly served upon Respondent No. 2 and Appellant. Both of them filed their respective written statements. Both of them admitted the tenancy. The relevant portion of the written statement filed by Respondent No.2, reads as follows:

“PRELIMINARY OBJECTION

1. At the outset the Defendant No.1 denies each and every allegations and contentions of the Plaintiff as wrong, frivolous, baseless and incorrect save and except specifically accepted herein or are matter of record. The suit for possession, damages/mense profit and cost, as filed by the Plaintiff is devoid of merits and is liable to be dismissed forthwith. That the Plaintiff has grossly failed to make out any case and the suit under reply is liable to be rejected forthwith.

2. That the Plaintiff has stated false and incorrect facts on oath with the sole objective of misleading the Hon'ble Court and as such the suit is liable to be dismissed at threshold. It is respectfully submitted that the facts of pendency of matrimonial dispute between the Defendant No. 1 and 2 was well informed to the Plaintiff. That the Plaintiff has filed the present suit by suppressing several material facts and as such, the suit is liable to be rejected forthwith.

3. That the suit for possession of the suit property along with recovery of damage/mense profits as filed by the Plaintiff, is baseless and devoid of merits, hence, liable to be rejected. It is respectfully submitted that the suit premises has been lawfully leased by the Plaintiff, and is being used for the lawful intended purpose of the lease.

4. That the present suit being frivolous, filed with deliberate concealment of material facts with the mala fide and unlawful objective to misguide this Hon'ble Court and seek relief which cannot be permitted in law having regard to the terms and conditions of the lease. That a bare perusal of the lease deed, the understandings between the parties, and the order dated 01.03.2013 of the Hon'ble High Court of Delhi, it is abundantly explicit that the role of answering Defendant is very limited for the purpose of said premises. That the answering Defendant is required to pay the monthly rent of the premises, which is being used by the Defendant No. 2. It

is pertinent to mention herein that the Defendant No.1 has been regularly paying the lease rent of the premises to the Plaintiff.

5. That the present suit deserves dismissal for want of cause of action as against the Defendant No. 1. That admittedly the answering Defendant is responsible for payment of lease rent, which he is duly complying. At the same time, since the Defendant No. 1 is not using/residing in the said premises, but is being used by Defendant No. 2, and as such, the answering Defendant cannot be harassed on the ground of alleged poor upkeep or maintenance etc. of the premises. It is therefore respectfully submitted that there is no cause of actions as against the answering Defendant for maintaining the present suit, hence the same is liable to dismissed forthwith.

6. That the suit as filed by the Plaintiff, is unfounded, baseless and devoid of merits and thus, liable to be dismissed forthwith with costs. The Plaintiff has not approached this Hon'ble court with clean hands and has deliberately concealed material facts from this Hon'ble court, hence the suit is liable to be rejected.

7. That the suit has been filed by the Plaintiff with the objective to cause unwarranted harassment to the answering Defendant and thereby coerce him to bow down to the unlawful demands of the Plaintiff; and the same is liable to be rejected with exemplary costs."

12. The Appellant also admitted that Respondent No. 2 is paying rent to Respondent No. 1 for her stay in the Suit Property. However, it was her allegation that the present suit is a collusive suit, the Suit Property actually belongs to Respondent No. 2. She further stated in her written statement that she is staying in the Suit Property by virtue of the Order dated 01.03.2013 passed by this Court in FAO 129/2013. The relevant portion of her written statement reads as follows:

"PRELIMINARY SUBMISSIONS/OBJECTION

1. That the present suit is a collusive suit initiated by the plaintiff at the behest of defendant No.1 who happens to be estranged husband of defendant No. 2.

2. *The present Suit is an abuse of the process of law and has been filed with the sole motive to harass and intimidate the Defendant No. 2.*

3. *The allegations made by the Plaintiff against the Defendant No. 2 in the present suit are false, frivolous, concocted, baseless and are devoid of any merit and thus, liable to be dismissed forthwith with costs. The Plaintiff has not approached this Hon'ble court with clean hands and has deliberately concealed material facts from this Hon'ble Court, hence the suit is liable to be rejected. The Plaintiff have deliberately submitted false and incorrect facts on Oath. Defendant No. 1 is a multimillionaire who deals in Art, Antiques and is engaged in the business of supplying art, antiques to arms dealers, foreigners and big industrialists. There have been previous instances where he was chased by law enforcement agencies.*

Defendant No.1 is a conman and habitual offender of various economic offences, and owner of large number of properties. Defendant No. 1 has developed an unscrupulous expertise in concealing his properties in proceedings before every legal fora in the country.

It is submitted that during the course of the litigation pending between Defendant No. 1 and Defendant No. 2, when Defendant No. 1 was confronted with properties situated in Greater Kailash, West Bengal, 'Roz ka Gujjar' on Sohna Road, Gurgaon, the said Defendant No. 1 denied ownership of the same even though the properties in Grater Kailash and Kolkata, West Bengal are ancestral properties of Defendant No. 1.

The Defendant No. 1 has even gone to the extent of forging the affidavit in the Maintenance Case under Sec 125 CrPc to hide his numerous properties.

It is also pertinent to mention that the Defendant No. 1 is in a habitual practice of forging documents and submitting them under oath in Court. That the Defendant No. 1 has forged and submitted Income Tax Return in the HMA 1184/16 proceedings pending between Defendant No. 1 and Defendant No. 2.

4. *That the Defendant No.1 husband has embroiled Defendant No. 2 in multiple rounds of litigation as part of his mala fide strategy to arm twist Defendant No. 2 on pretext of the matrimonial disputes going on between the defendants since more than a decade. The present suit is also instituted with mala fide intentions to further harass the Defendant No.2 by frivolously misusing the due process of law.*

5. That it is pertinent to mention here that Defendant No. 2 has been left completely helpless and resource less and is barely surviving by taking loan and help from family and friends.

6. It is submitted that Defendant No.1 has dragged Defendant No. 2 into protracted litigation since 2011, many of which are still ongoing. The present suit is also related to their inter-se-dispute and is a collusive suit between the Plaintiff and Defendant No.1.

7. That the suit property is occupied by Defendant No.2. This arrangement has arisen out of order of the Hon'ble Division Bench of Delhi High Court dated 01..03.2013 in case no. FAO(OS) 129/2013. That as per the order of the Hon'ble Division Bench of Delhi High Court dated 01.03.2013 in case no. FAO(OS) 129/2013, the Hon'ble High Court of Delhi directed the Defendant No.1 to provide a separate residence to Defendant No. 2. It is submitted that Defendant No.1 does not reside at the suit property but resides at B-197, Greater Kailash, Part-1, New Delhi-110048. That it is also reflected in order dated 01.02.2012 in CS(OS) 2795/2011 and I.A. 17986/2011 that Defendant No. 1 has himself offered the Defendant No. 2 to straightway shift to the current suit premises which was under the occupation of Defendant No. 1. The copy of the said order is hereby by annexed as **Annexure "A"**. That in the consent order in FAO (OS) 129/2013 dated 01.03.2013 Defendant No.1 undertook to continue to pay the rent, electricity and water charges for the suit premises and to ensure that the accommodation is available to the Defendant No. 2 and the children. Defendant No. 2 is living in the suit property as per the Order of the Hon'ble High Court which was well within the knowledge of the Plaintiff. The consent order dated 1.03.2013 is hereby annexed as **Annexure "B"**.

That the Supreme Court in Civil Appeal No. 1670/2020 by its order dated 18/02/2020 held that:-

"37. The submission of the learned counsel for the respondent-wife seeking permission to withdraw from the consent which was recorded by the High Court of Delhi in its Order dated 1st March, 2013, we would like to observe that it was a trilateral consent which was recorded by the High Court in its Order dated 1st March, 2013 which one party cannot be permitted unilaterally to seek withdrawal of his/her consent and in our considered view, the consented order dated 1st March, 2013 will remain operative until the parties

to the consent order jointly move an application for withdrawal of their consent as being recorded in its Order dated 1st March, 2013 or until the Court of competent jurisdiction is pleased to set it aside on permissible grounds and/or absolves the respondent-wife therefrom.”

*The above mentioned order is hereby Annexed as **Annexure “C”***

8. That the Plaintiff and Defendant No. 1 know each other since a very long time and are hand in glove with each other in instituting this suit to harass Defendant No. 2 and to arm twist her to stop pursuing her legal right in her litigation It is further submitted that the suit property is actually owned by Defendant No.1 but not held in his name for dubious reasons. That it is pertinent to mention that it is the Petitioner herself who told Defendant No. 2 to ask Defendant No. 1 to transfer the suit premises in the name of the Defendant No. 2 because a Defendant No. 1 has already purchased around 10 properties in the name of the Plaintiff.

*9. That it is a regular practice of Defendant No.1 to misguide the court and resort to underhand practices against Defendant No. 2. It is a matter of record that on several occasions Defendant No. 1 has resorted to underhand tactics of not supplying copies of documents and notices to Defendant No. 2 in attempt to get ex-parte orders by misleading the Court. In 2011, in Guardianship Petition No. GW56/2011, he tried to obtain the custody of two minor children without serving the notices to Defendant No. 2 and by manipulating the services of the process server and speed post. Copies of the orders dated 15.04.2011, 30.04.2011 and 24.05.2011 passed by Shri R.K. Tripathi are annexed herewith and marked as **Annexure ‘D colly’***

*Similarly, on another occasion, Defendant No.1 filed a Divorce Petition vide case no. 821/2011 (old) and 1184/2016 (new) by stating the wrong address of Defendant No. 2 in order to get an ex-parte order against the Defendant No.2. Copy of the memo of parties of Divorce petition is marked as **Annexure “E”**.*

That in the present Suit also Defendant No. 1 filed written submissions on 20/11/2020 without providing a copy of the same to Defendant No. 2. It was only on the direction of this Hon’ble Court that Defendant No. 1 provided a copy of the written submissions to Defendant No. 2 on 10.03.2022. That it is pertinent to mention that the Written Statement of the Defendant No. 1 is attested by Notary and has not been made under oath before an Oath Commissioner.

It is indeed surprising that the Plaintiff who resides in S-Block G.K.-I, i.e. opposite to the suit property, where Defendant No. 2 is currently residing, meets Defendant No. 2 quite often but has never made any whisper of a complaint about Suit Premises. It thus follows that the present Suit has been filed at the behest of Defendant No. 1.

It is submitted that the present suit is an abuse of the process of law and will cause grave prejudice to the Protection Order and right of residence of Defendant No. 2, which has been secured by the law and by the orders passed by the Hon'ble Delhi High Court."

13. Respondent No. 1 filed an application under Order XII Rule 6 CPC seeking possession of the Suit Property based on the admissions made by her tenant/ Respondent No. 2. Respondent No. 2 filed his reply to the said Application reiterating the contents of written statement. No reply was filed by the Appellant to the said Application.

14. Learned Trial Court, considering the rival contentions of the parties, passed the Impugned Judgement partly decreeing the suit and thereby granted the relief of possession in favour of Respondent No.1.

15. Being aggrieved by the Impugned Judgment, the Appellant preferred the present Appeal.

SUBMISSIONS ON BEHALF OF THE APPELLANT

16. Mr. Mehmood Pracha, learned counsel for the Appellant submits that the learned Trial Court erroneously passed the Impugned Judgment. Learned counsel for the Appellant argues that the Appellant was originally staying in her matrimonial home. The Suit Property was in the name of her father-in-law. Due to the matrimonial dispute between the Appellant and Respondent No. 2, the father-in-law filed a collusive suit for possession against the

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Appellant and Respondent No. 2. During the pendency of the said suit, the Appellant filed FAO 129/2013 against the Respondents therein. A settlement was entered between the parties whereby the Appellant agreed to shift to the Suit Property by vacating her matrimonial house on a condition that Respondent No. 2 will continue to bear the rent and other expenses for her rented accommodation. However, in order to harass the Appellant, Respondent No.1 filed the present suit in collusion with the Respondent No.2.

17. Learned counsel further submits that it was the case of the Appellant that the suit filed by Respondent No. 1 is a collusive suit and the Suit Property actually belongs to Respondent No. 2 (husband). Learned counsel emphasises his argument on the fact that the Suit Property is a benami property of Respondent No. 2. Respondent No. 1 was well aware of the strained relationship between the parties and also of the Order dated 01.03.2013 passed by this Court in FAO 129/2013. Respondent No. 1 filed the present suit in collusion with Respondent No. 2 with the sole intention to harass her.

18. Learned counsel further submits that while deciding an Application under Order XII Rule 6 CPC, the written statement needs to be read as a whole and there is no admission on behalf of the Appellant qua the landlord-tenant relationship. In order to prove the fact that the present suit is a collusive suit and Suit Property is the Benami property of Respondent No. 2, the Appellant needs to lead evidence. The Appellant raised triable issues and hence, the learned

Trial Court erred in decreeing suit by invoking Order XII Rule 6 CPC.

19. In view of the above-mentioned submissions, learned counsel for the Appellant prays for setting aside of the Impugned Judgment.

SUBMISSIONS ON BEHALF OF RESPONDENTS

20. Mr. Rishab Kaushik, learned counsel for Respondent No. 1 submits that she is the absolute lawful owner of the Suit Property by virtue of a registered sale deed dated 30.03.2006. It has been vehemently refuted by the learned counsel for Respondent No. 1 that the Suit Property is the Benami property of Respondent No. 2. Learned counsel further submits that she leased out the suit property to Respondent No. 2 vide lease agreement dated 12.12.2012 for a monthly rent of Rs. 30,000/- and the said lease was extended from time to time. Last lease deed dated 25.02.2019 was for a period of 11 months till 30.11.2019. Learned counsel further contends that Respondent No. 1 validly terminated the lease agreement between the parties and the same otherwise came to end by efflux of time on 30.10.2019.

21. Learned counsel for Respondent No. 1 further submits that she has no concern with the matrimonial dispute between the parties. Further, Appellant and Respondent No. 2 has no right to include her property in the settlement between them. Learned counsel for Respondent No. 1 further strongly refuted the fact that the present suit is a collusive suit as alleged by the Appellant.

22. Learned counsel points out that the factum of tenancy, rent amount and the receipt of the lease termination letter was admitted

by Respondent No. 2, who was her tenant. Appellant is staying in the Suit Property as wife of Respondent No.2. Hence, in view of the same, there is a clear and unequivocal admission on behalf of Respondent No. 2 and hence, the learned Trial Court rightly exercised its power under Order XII Rule 6 CPC and partly decreed the suit in favour of Respondent No.1.

23. With these submissions, learned counsel for Respondent No. 1 prays for the dismissal of the present Appeal.

24. Mr. Attin Shankar Rastogi, learned counsel for Respondent No. 2 submits that the Suit Property belongs to Respondent No. 1. The Suit Property was leased out to him vide lease deed dated 12.12.2012 and the same was extended from time to time. Since the year 2013, Appellant is staying in the Suit Property and his liability was to pay the monthly rent and all other charges like electricity charges, water charges, etc. There is no outstanding rent or other charges due till date. Learned counsel for Respondent No. 2 vehemently opposed the allegation of the Appellant to the effect that the Suit Property is the benami property of Respondent No. 1. He also refuted the fact that Respondent No. 1 filed the suit for possession against the Appellant in collusion with Respondent No. 1.

Legal Analysis

25. This Court has heard the arguments advanced on behalf of all the parties and has also perused the documents placed on record.

26. At the outset, it is important to examine the relevant law regarding Order XII Rule 6 CPC- Judgment on admissions.

27. Order XII Rule 6 CPC, which deals with judgment on admissions, 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.”

28. Order XII Rule 6 CPC was amended by the Amendment Act 104 of 1976 by which several amendments were introduced to the Civil Procedure Code, 1908. Earlier to 1976 amendment, judgment on admissions was confined only on applications in writing. However, by virtue of the 1976 amendment, in case of admissions, whether oral or in writing, a Court is empowered, at any stage of the suit, to give judgment on such admissions.

29. The Hon’ble Supreme Court in the judgment passed in the case of ***Payal Vision Limited Vs. Radhika Choudhary*** reported as ***(2012) 11 SCC 405***, held as under:

“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 12 Rule 6 CPC, 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.”

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 12 Rule 6 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. [(2010) 6 SCC 601: (2010) 2 SCC (Civ) 745] relied upon by the High Court where this Court has observed: (SCC p. 604, para 10)

“10. ... 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 [(2010) 4 SCC 753 : (2010) 2 SCC (Civ) 262] may be unexceptionable they cannot be applied in the instant case in view of totally different fact situation.”

30. This Court is further guided by the recent order dated 04.03.2022 of the Hon'ble Supreme Court in SLP(C) 2939/2022 in ***Archana Goindi Khandelwal Vs Rajesh Balkrishnan Menon & Ors.***, which was passed while upholding the decision of this Court in RFA 02/2021, wherein the Hon'ble Supreme Court held as follows:

"We are in complete agreement with the view taken by the High Court. In a dispute between the husband and wife under the Domestic Violence Act, the landlord, who otherwise is entitled to the decree of eviction should not be made to suffer. The dispute between the husband and wife under the Domestic Violence Act shall not preclude and/or affect the right of the landlord to get the possession if otherwise he is entitled to. If the wife has any grievance against the husband, may be in respect of the alternative accommodation, the same is required to be adjudicated in the proceedings under the Domestic Violence Act and/or any other remedy which may be available to her against the husband."

31. In view of the law discussed hereinabove, this Court now proceeds to examine the facts of the present case. In the present case, the lease agreement was between Respondent No. 1 (Landlady) and Respondent No. 2 (Husband). Between the landlady and the tenant, (i) the landlord tenant relationship is admitted, (ii) rent amount is admitted, (iii) it is admitted that this is not a case which is protected under Delhi Rent Control Act, 1958, (iv) termination of the lease is admitted. It is also an admitted position that even by efflux of time, the lease expired w.e.f. 31.11.2019. Hence, all the mandatory requirements, which are required to be satisfied for allowing an application under Order XII Rule 6 CPC, are satisfied in the present case.

32. The appellant is staying in the Suit Property as licensee of Respondent No. 2. When Respondent No. 1 terminated the lease
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agreement with Respondent No. 2, the Appellant has no right to stay in the Suit Property. It is the contention of the Appellant that Respondent No.2 is the owner of the Suit Property and the present suit is initiated by Respondent No.1 against the Appellant in collusion with Respondent No. 2. This Court is afraid that the said argument of the Appellant is contrary to the documents placed on record by the parties. Respondent No. 1 placed on record the registered sale deed in her favour. Respondent No. 2 is admitting her ownership. Since the year 2013, the Appellant was staying in the Suit Property, and she was well aware of the fact that Respondent No. 2 was paying rent for her stay in the Suit Property. She never challenged the said position. Hence, the objection raised by the Appellant in this regard can be rejected outrightly. Appellant's plea that the present suit is a collusive suit is not borne out from the record. In any case, Respondent No. 1 is the absolute owner of the Suit Property by virtue of a registered sale deed. Hence, it is completely within her prerogative to extend or not to extend the lease agreement. Respondent No. 1 chose to terminate the lease agreement w.e.f. 30.11.2019. The lease agreement even otherwise expired on 30.11.2019 by efflux of time. Hence, this Court finds no illegality or perversity in the Impugned Judgment passed by the learned Trial Court.

33. Learned counsel for the Appellant sought to argue that the Appellant is in possession of the Suit Property by virtue of mutual agreement entered between the Appellant and Respondent No. 2 in FAO 129/2013. However, on perusal of the Order dated 01.03.2013

in FAO 129/2013 reveals that Respondent No. 1 was not a party to the said proceedings. Even, in the said Order also it was recorded that Respondent No. 2 will make the payment of rent, electricity charges, water charges, etc. Hence, the Appellant was well aware of the fact that she was shifting to a rented premises. Respondent No. 1 is the absolute owner of the Suit Property. Hence, Respondent No. 1 will have right to terminate the lease agreement irrespective of the mutual understanding arrived at between the parties. The mutual agreement between the Appellant and Respondent No. 2 qua the Suit Property has to be subject to the willingness of the landlord to continue with the tenancy. In any case, the right of a landlord cannot be compromised because of the matrimonial disputes pending *inter se* the tenants.

34. The matrimonial disputes between the Appellant and Respondent No. 2 can be agitated in appropriate proceedings, in accordance with law.

34. Hence, in view of the detailed discussion hereinabove, this Court is of the considered view that the learned Trial Court passed the Impugned Judgment in accordance with the settled position of law and there is no perversity or impunity in the Impugned Judgment. The present appeal is dismissed. All the pending applications, if any, are also dismissed. No order as to costs.

GAURANG KANTH, J.

FEBRUARY 21, 2023