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

+ **C.R.P. 90/2024**

SURINDER KUMAR BADHWAR

.....Petitioner

Through: Counsel for petitioner (appearance
not given).

versus

SH. ABHAY PRATAP SINGH RAGHUWANSHI & ANR.

.....Respondents

Through: Mr. Rajat Sang Sharma, Mr. Sandeep
Singh Nainwal, Advocates with
respondents.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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22.10.2024

CM APPL. 13930/2024 (delay in filing the Petition)

1. The Application under Section 5 of the Limitation Act read with Section 151 CPC has been filed on behalf of the petitioner for condonation of delay of 141 days in filing the accompanying Revision Petition.
2. For the reasons stated in the Application and in the interest of justice, the delay of 141 days in filing the accompanying Petition is condoned.
3. The Application is disposed of.

CM APPL. 13931/2024 (delay in refilling the Petition)

4. The Application under Section 5 of the Limitation Act read with Section 151 CPC has been filed on behalf of the petitioner for condonation of delay of 216 days in re-filing the accompanying Petition.



5. For the reasons stated in the Application and in the interest of justice, the delay of 216 days in re-filing the accompanying Petition is condoned.

6. The Application is disposed of.

C.R.P. 90/2024:

7. The Revision Petition under Section 115 read with Section 151 CPC has been filed on behalf of the revisionist/plaintiff, to challenge the *Order dated 09.09.2022 vide which his Application under Order XII Rule 6 CPC in Civil Suit No. 1085/2021 under Section 6 of the Specific Relief Act seeking possession of the property in question, has been dismissed.*

8. The plaintiff has claimed that he was the owner of the Suit Property bearing No. E-105, Nawada Housing Complex Kakrola Mode, New Delhi (*hereinafter referred to as 'the suit property'*). In the night of 19.09.2021, physical possession of the Suit property was forcibly taken by the defendant by breaking the locks of the premises and by putting his own lock. A PCR call was made by the plaintiff but the possession was not restored. Therefore, the *Suit for recovery of possession under Section 6 of the Specific of Performance Act*, was filed.

9. The *defendant No. 1 in his Written Statement* claimed that the plaintiff is not the owner of the Suit Property as the suit premises was handed over to him by the plaintiff himself in July, 2021 after taking advance Rs.5.2 Lakhs as 10% of the total consideration of Rs.52 Lakhs with the authority to construct the same. The deal was agreed to be closed by September, 2021. However, the plaintiff subsequently turned greedy and ignored the repeated requests of the defendant No. 1, to show the original documents of the Suit property and to execute the Written Agreement. He has now come to know



about the title of the plaintiff in the documents to be false when officials from BSES and Delhi Jal Board visited the Suit property to install their respective meters in the name of the plaintiff. *The defendant denied that he has taken the forcible possession of the Suit property.*

10. *Learned ADJ observed* from the rival submissions made by the parties, that it cannot be said that there was any unambiguous admissions, as has been held in the case of Shikharchand and Ors. vs. Mst. Bari Bai and Ors., AIR 1974 MP 75 and K.N. Construction vs. JVG Finance Ltd., (2004) 111 DLT 437. Consequently the Application under Order XII Rule 6 CPC has been dismissed *vide* Order dated 09.09.2022. Aggrieved, the present Revision petition has been filed.

11. Submissions Heard.

12. To be entitled to a Judgement on admissions under OXII Rule 6 CPC, the admissions made should be clear, unambiguous which lead to the only conclusion of all the facts as agitated in the Plaint.

13. In the present case, there is a specific defence by the respondent/defendant has denied the averments made in the Plaint and has disclosed in the Written Statement, a specific defence that *the possession was given to him by the plaintiff in July, 2021* as they entered into an Agreement with the authority given to him to construct the property after taking advance of Rs.5.2 Lakhs as 10% of the total consideration of Rs.52 Lakhs. The deal was agreed to be closed by September, 2021.

14. In the light of the defence taken by the defendant wherein he has asserted that the possession was voluntarily handed over by the plaintiff, it is evident that there is no clear unambiguous, unequivocal admission made in the Written Statement, which would entitle the plaintiff to a decree on



admissions. The specific defence of an Agreement between the parties as claimed by the defendant, is required to be proved during the trial.

15. The learned ADJ has rightly dismissed the Application under Order XII Rule 6 CPC. There is no merit in the Revision Petition, which is hereby dismissed.

NEENA BANSAL KRISHNA, J

OCTOBER 22, 2024/RS