



2025:DHC:6141



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 02.07.2025

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C.R.P. 24/2024**M/S INDOJ CONSULTANT PVT. LTD.****.....Petitioner**

Through: Ms. Swaty Singh Malik, Mr. C.M Grover, Mr. Rohan Kumar, Ms. Deepti Verma, Mr. Kashish Dhawan and Ms. Payal Budhiraja, Advocates

versus

SHRI GOVIND MISHRA**.....Respondent**

Through: Mr. Parvinder Chauhan, Sr. Advocate with Mr. Rishikant Singh along with Respondent in person.

CORAM:**HON'BLE MS. JUSTICE TARA VITASTA GANJU****TARA VITASTA GANJU, J.: (Oral)**

1. The present Petition has been filed under Section 115 of the Code of Civil Procedure, 1908 [hereinafter referred to as "CPC"] impugning the Order dated 07.10.2023 passed by the learned Additional District Judge, East, Karkardooma Court, Delhi [hereinafter referred to as "Impugned Order"]. By the Impugned Order, the Application under Order XII Rule 6 of the CPC filed by the Petitioner has been dismissed by the learned Trial Court.

2. The brief facts which are relevant and as have been set out in the Impugned Order for the present case are as follows:

(i) The Petitioner [Plaintiff before the Trial Court] is a private limited company and is being represented through its Director Sh. Inder Malik. The Petitioner is the owner of a property bearing no. B-26, Block-B, Preet Vihar, Delhi-110092 [hereinafter referred to as "subject premises"]. The



Respondent [Defendant before the Trial Court] was inducted as a tenant at a Flat on the second floor of the subject premises [hereinafter referred to as “tenanted premises”] by a lease deed dated 13.03.2019. The duration of the lease deed was from 20.02.2019 till 19.01.2020 [hereinafter referred to as the “Lease Deed”]. The Lease Deed also provided that a payment of Rs. 20,000/- per month shall be paid as rent.

(ii) It is the case of the Petitioner that the Lease Deed expired by efflux of time on 19.01.2020 and thereafter since the Respondent failed to vacate the subject premises, a suit for ejectment, eviction, recovery of rent and arrears and permanent injunction was filed by the Petitioner on 06.10.2022.

(iii) The Respondent entered appearance in the Suit and filed his Written Statement.

(iv) Subsequently, an Application under Order XII Rule 6 of the CPC [hereinafter referred to as “Application”] was filed by the Petitioner. It is the case of the Petitioner that there were admissions made in the Written Statement filed by the Respondent as well as in an undertaking given by the Respondent, on the basis of which, the prayer for ejectment should be granted.

(v) The case of the Respondent, on the other hand, is that no admissions of the nature as is envisaged under Order XII Rule 6 of the CPC have been made by the Respondent. The Respondent has also denied the undertaking that is relied upon by the Petitioner. In addition, it is the case of the Respondent that there were two other lease deeds in addition to the Lease Deed. The one lease deed dated 27.02.2019 for a period from 19.01.2020 upto 19.12.2020 [hereinafter referred to as “Second Lease Deed”] and



another lease deed dated 09.07.2020 for a period from 20.03.2020 upto 20.02.2021 [hereinafter referred to as “Third Lease Deed”]. It is further the case of the Respondent that the Second and the Third Lease Deeds were executed between the Respondent and one Smt. S.D Malik. It was thus contended on behalf of the Respondent that there exists no jural relationship between the Petitioner and the Respondent and the Application is not maintainable in these circumstances.

3. The learned Trial Court by the Impugned Order held that the Respondent/Defendant has consistently maintained his version of the defence and that no clear categorical specific admission has been made on the basis of which a judgment on admissions can be passed. It was thus held that since the Defendant had denied the jural relationship of landlord and tenant between the parties and the relief as sought for cannot be granted.

4. Learned Counsel appearing on behalf of the Petitioner has made following submissions:

(i) In the first instance, it is submitted that the Petitioner is the owner of the tenanted premises. Learned Counsel for the Petitioner submits that as stated in the Certificate of Incorporation annexed along with the Plaint, the Petitioner is a private limited company comprising of three Directors i.e., Mr. Inder Malik, Mr. Manoj Malik and Mrs. Shani Devi Malik or Mrs. S.D. Malik. It is further averred by the learned Counsel for the Petitioner that the Petitioner is a closely held company where Mrs. S.D. Malik is the mother of the Directors of the Petitioner company, i.e., Mr. Inder Malik and Mr. Manoj Malik.

(ii) It is further submitted that the Respondent was inducted as a tenant



since February 2019. She submits that the Respondent continued in occupation of the tenanted premises and since at that time, Covid-19 had set in, he requested for additional time to vacate the tenanted premises, which was granted to the Respondent in pursuance of an undertaking to vacate, executed by the Respondent on 05.06.2022. However, since the Respondent did not vacate on that date, the Petitioner was constrained to file a suit for ejectment. She further contends that, in any event, the tenancy expired by efflux of time since the Lease Deed had expired on 19.01.2020.

(iii) It is also contended that the provisions of Order XII Rule 6 of the CPC envisaged actual or constructive admissions. The pre requisites for a suit for ejectment are existence of a relationship of a lessor and lessee or entry in possession of the suit property by defendant as tenant. Reliance in this behalf is placed on the judgment of the Coordinate Bench of this Court in ***Usha Rani Jain & Ors. v. Nirulas Corner House Pvt. Ltd & Ors.***¹

(iv) It is further submitted that the admissions as have been made by the Respondent have been made in its Written Statement. Reliance is placed on paragraph 6 of the Written Statement filed by the Respondent as well as paragraph 4 of para wise reply of the Written Statement, wherein the Respondent has admitted the tenancy. The relevant extracts are extracted below:

“PRELIMINARY OBJECTIONS

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*6. That the plaintiff has not come with clean hands before this Hon'ble Court and has concealed the true and material facts before this Hon'ble Court. The true facts are that the defendant is residing at B-26, 2nd Floor, Preet Vihar, Delhi as tenant since February, 2019. **The defendant was***

¹ 2005 SCC OnLine Del 843



inducted as tenant in the above mentioned premises by Smt. S.D. Malik (at the rate of rent of Rs. 20,000/- per month), to whom the defendant met at N-16, Nirman Vihar, Delhi. It is pertinent to mention here that in this regard initially a rent agreement dated 27.02.2019 was executed between Smt. S.D Malik and defendant and thereafter another rent agreement dated 09.07.2020 was executed between Smt. S.D Malik and defendant. The copy of rent agreements are annexed herewith for the kind perusal of Hon'ble Court. It was agreed between Smt. SD. Malik and the defendant, that the plaintiff shall provide maintenance, provide separate electricity meter, water motor, PNG Meter etc., at that time Smt. S.D Malik introduced one Pushpa Batra (who is the employee of plaintiff) to the defendant and informed the defendant that she is care taker of building and it is her responsibility to provide everything to the defendant. It was also agreed between the parties that the above mentioned work shall be completed before shifting of defendant in the above mentioned premises. It is pertinent to mention here that at that time the defendant had paid a sum of Rs. 10,000/- as an advance payment. That when the defendant along with his family shifted in the above mentioned premises he came to know that maintenance work is pending in the above mentioned flat. After shifting, the defendant also came to know that even basic maintenance work was not completed like water pipeline, sewage pipeline, repairing of bathroom, PNG Gas Pipeline, drawing room work, building use lightening etc. However, as agreed by both the parties, the defendant had already paid an advance amount as well as 1 month rent amount. It is pertinent to mention here that the defendant many times told to Puspa Batra regarding the same but she used to made one pretext to another. That when the defendant asked Smt. S.D Malik as well as Pushpa Batra for his deposit rent as well as expenses of shifting back and informed them he is going to vacate the said premises then both of them denied for the same. In the meanwhile Puspha again asked the defendant to pay the monthly rent and also gave assurance to him that she will get the maintenance work complete soon and on the assurance of Pushpa the defendant paid further rent to Pushpa but no work had been done regarding the said maintenance.

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REPLY ON MERITS

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4. That the contents of para no. 4 of plaint are wrong, false and denied. It is denied that the defendant merely paid a rent for one month i.e. March 2019, it is denied that thereafter the defendant intentionally and deliberately lingered upon to pay the monthly rent to the plaintiff on pretext of poor financial condition due to pandemic of covid-19 and all the request made by the plaintiff went into deaf and yielded no result. It is submitted that the defendant had already paid the rent upto December, 2022@Rs. 20,000/-



per month cash to sometimes to Smt. S.D. Malik, sometimes to Pushpa Batra and sometimes to other person on behalf of Smt. SD Malik and Pushpa Batra who came to collect rent. It is further submitted that the Preliminary objections may kindly be read as a part and parcel.”

[Emphasis Supplied]

(v) In addition, reliance is also placed on the undertaking dated 04.04.2022 [hereinafter referred to as “Undertaking”] executed by the Respondent.

(vi) Learned Counsel also seeks to rely upon the judgment passed by the Division Bench of this Court in ***Delhi Jal Board v. Surendra P. Malik***² to submit that one of the tests on whether there is an admission of a nature as to permit the Application would also be as to whether the objections which are raised against the judgment are such which go to the root of the matter or are inconsequential making it impossible for the parties to succeed even if entertained.

(vii) Lastly, it is contended by the learned Counsel appearing for the Petitioner, while relying on the judgment in ***Deepak Jain v. Kamal Garg***³ that even though the Respondent has denied executing the undertaking, the denial is a bare denial. Where there is no denial of executing the undertaking, the denial cannot be said to be denial in law.

5. Learned Senior Counsel appearing on behalf of the Respondent, on the other hand, has made the following submissions:

(i) At the outset, learned Senior Counsel categorically denies the relationship of landlord and tenant. He submits that the Respondent is not

² 2003 SCC OnLine Del 292

³ 2016 SCC OnLine Del 5624



aware of who the owner is and was inducted into the subject premises by one Mrs. S.D Malik. He further submits that the relationship of landlord and tenant between the parties has been categorically denied by the Respondent including in his Written Statement and thus there is no question of an order under Order XII Rule 6 of the CPC being granted.

(ii) He further submits that as far as concerns the Undertaking, the same has also been denied. He further submits that the learned Trial Court also examined the Respondent under Order X of the CPC on 23.09.2023, wherein the Respondent has denied executing the Undertaking. Thus, it is contended that there is complete denial of the Undertaking.

(iii) Learned Senior Counsel, however, on instructions, does not deny the fact the Respondent is in possession of the tenanted premises as a tenant and did execute the Second Lease Deed and the Third Lease Deed with the said Mrs. S.D Malik and also does not deny the fact that a rental of Rs. 20,000/- per month was agreed to be paid in terms of the Lease Deed.

(iv) Lastly, learned Senior Counsel submits that the present case is not an appropriate case for the exercise of revisionary jurisdiction by this Court. Reliance in this behalf is placed on the judgment of the Supreme Court in ***Rahimal Bathu and Ors. v. Ashiyal Beevi***⁴ to submit that the exercise of revisionary jurisdiction is a discretionary power and cannot be claimed as a matter of right. Reliance is also placed on the judgment passed by this Court in ***Baby v. Office of Deputy Director Delhi Urban Shelter Improvement Board***⁵ wherein it was held that admission has to be clear, unambiguous and

⁴ 2023 SCC OnLine SC 1226

⁵ 2025:DHC:3625



unconditional for the court to exercise its discretion and pass a judgment on admission. It is submitted that there is no admission by the Respondent which would entitle the Respondent to a judgment in terms of Order XII Rule 6 of the CPC.

(v) Reliance is also placed on the judgment passed by the Coordinate Bench of this Court in ***Sanuj Bathla & Anr. v. Manu Maheshwari & Anr.***⁶ to submit that the doctrine of corporate veil cannot be permitted to be lifted except in special circumstances.

6. It is apposite to set out the provisions of Order XII Rule 6 CPC, which are below:

“(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.”

7. A plain reading of the provision shows that the admission may be made in a pleading or otherwise, including orally and based on such admission, the Court may pronounce judgment without waiting for the determination on other issues.

8. It is no longer res integra that for an Application to be allowed under Order XII Rule 6 of CPC for the recovery of possession of a tenanted premises, a landlord is required to fulfil only three parameters:

(i) The relationship of landlord and tenant must be admitted;

⁶ Dated 12.04.2021 passed in C.R.P. 166/2018 & C.M. APPL.32378/2018 & 10441/2021



(ii) The tenancy must not be a protected tenancy under the Delhi Rent Control Act, 1958 with the rental of more than Rs. 3,500/-; and

(iii) The tenancy has been terminated or expired by efflux of time and the Respondent tenant has failed to hand over possession.

9. The Supreme Court in *Payal Vision Ltd. v. Radhika Choudhary*⁷, has held that in order for a suit for recovery of possession of a tenant, where the tenant is not protected under the provisions of the Delhi Rent Control Act, 1958, where these three admissions are available, the Court can pass a decree under Order XII Rule 6 CPC. The relevant extract of the **Payal Vision** case is reproduced below:

“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

⁷ (2012) 11 SCC 405



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)..."

[Emphasis Supplied]

10. The Petitioner has contended that the Respondent has made several admissions. It is contended that these admissions made by the Respondent have been reproduced in paragraphs 4, 5 and 9 of the Application under Order XII Rule 6 of the CPC, which are extracted below:

"4. That the defendant in para no. 6 of the written statement has admitted the fact that he was inducted into the suit property as a tenant. For the convenience of this Hon'ble Court the relevant portion is as below:

*"the true facts are that the defendant is residing at B-26, Second Floor, **Preet Vihar, Delhi as a tenant since February 2019**".*

Whereas the plaintiff has made a vague averment that he was inducted in the suit property by Smt. S.D. Malik.

5. That the plaintiff apart from admission of this fact that he was inducted into the property as a tenant has also admitted the rate of rent Rs. 20,000/- per month. For the convenience of this Hon'ble Court the relevant portion of the para no. 4 of the parawise reply of the written statement is reproduced as below:

"It is submitted that the defendant had already paid the rent upto December 2022 @ Rs. 20,000/- per month in cash"

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*9. That the defendant was inducted as a tenant of the plaintiff through its **director vide rent agreement dated 13.03.2019 and the defendant by himself given an undertaking to the plaintiff dated 04.04.2022 to vacate the suit property on or before 05.06.2022 which has not been denied by the defendant even otherwise the defendant has himself admitted this fact that he was inducted into the suit property as a tenant whereas merely making***



the vague averments that he is a tenant of Smt. S.D. Malik to delay the proceedings.

[Emphasis supplied]

11. A review of the plaint also reflects that the Plaintiff in paragraph 7 of the plaint has stated that on 04.04.2022, the directors of the Plaintiff approached the Defendant to request him to vacate the tenanted premises and in pursuance thereof, an Undertaking was also signed by the Defendant. The relevant paragraph of the plaint is set out herein below:

“7. That on 04.04.2022, the directors of the plaintiff approached to the defendant and requested him to vacate the tenanted premises on which the defendant seek the time and assured the plaintiff to vacate the tenanted premises on or before 05.06.2022 and in this regard the defendant also issued an undertaking to the plaintiff but the assurance made by the defendant was nothing but a delay tactics to avoid his illegal possession from the tenanted premises.”

11.1 It is also apposite to set out the Undertaking dated 04.04.2022 which is referred to in this paragraph, which is reproduced below:

“I, GOVIND MISHRA SON OF SHRI B.V. MISHRA RESIDENT OF D-85, FIRST FLOOR, OPP. METRO HOSPITAL, PREET VIHAR, NEW DELHI-110092, do hereby solemnly affirm and declare as under;

1. That I am an Indian Citizen.

2. That I am the Tenant in the BUILT-UP ONE FALT ON SECOND FLOOR, UPTO THE EXTENT OF CEILING LEVEL, COMPRISING OF THREE BEDROOMS, ONE DRAWING CUM DINING ROOM, ONE KITCHEN, TOILET/BATHROOMS AND BALCONIES ETC., A PART of PROPERTY BEARING NO. B-26, SITUATED AT PREET VIHAR, DELHI-110092, by virtue of wide LEASE DEED dated 13.03.2019.

3. That I will hand over the peaceful vacant possession of the above rented premises to M/s. INDOJ CONSULTANT PVT. LTD. acting through its Director (1) Mr. MANOJ MALIK & (2) Mr. INDER MALIK on or before 05.06.2022.”

DEPONENT

VERIFICATION:

Verified at Delhi, on this 04.04.2022, that the contents of the above



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affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein

DEPONENT”

12. It is the contention of the Respondent that the Undertaking has been denied and that this denial also forms part of the statement under Order X Rule 1 & 2 of the CPC which is recorded by the learned Trial Court on 23.09.2023. It is thus averred that there is no admission made by him and thus, no relief under Order XII Rule 6 as envisaged in the Application can be granted to the Petitioner/Plaintiff.

13. The Supreme Court in the ***Payal Vision*** case has held that whether or not there is a clear and unambiguous admission by one party would depend on the facts of each case as follows:

*“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.”*

[Emphasis Supplied]

14. The Division Bench in the ***Delhi Jal Board*** case has held that one of the tests for whether a judgment on admission can be granted is as to whether the objections raised against rendering such judgments are such that go to the root of the matter and whether these are consequential in making a party succeed eventually in a matter. The relevant extract is as follows:

“9. The test, therefore, is (i) whether admissions of fact arise in the suit, (ii) whether such admissions are plain, unambiguous and unequivocal, (iii) whether the defense set up is such that it requires evidence for determination of the issues and (iv) whether objections raised against rendering the judgment are such which go to the root of the matter or



***whether these are inconsequential making it impossible for the party to succeed even if entertained.** It is immaterial at what stage the judgment is sought or whether admissions of fact are found expressly in the pleadings or not because such admissions could be gathered even constructively for the purpose of rendering a speedy judgment.”*

[Emphasis Supplied]

15. The learned Trial Court has found that the issues raised by the Petitioner would require a trial for adjudication. Thus, the enquiry by the Court in the circumstances of the present case is as to whether there are clear and unambiguous admissions and if so, whether the objections raised are inconsequential.

15.1 The facts in the present case show the following:

- (i) The Respondent has not disputed that he is a tenant in the tenanted premises. It is the case of the Respondent that he was inducted as a tenant by Smt. S D Malik while the Petitioner contends that the Respondent is a tenant of the Petitioner/Plaintiff – Company.
- (ii) The Respondent does not claim any ownership rights in the tenanted premises. It is also not disputed that lease agreements which were stated to be executed between the parties, have all expired by efflux of time and after June 2022 there is no valid lease agreement executed by the Respondent with any person/company for tenancy/possession of the tenanted premises.
- (iii) The Respondent has continued in the tenanted premises as a tenant holding over or in unauthorized possession after the lease has been determined/expired and is paying a monthly rental of Rs. 20,000/- per month upto December 2022.

16. The Supreme Court in ***Bijay Kumar Manish Kumar Huf v. Ashwin***



Bhanulal Desai⁸ has, while explaining when it can be said that a tenancy has been determined, held that the tenant who remains in possession after the lease deed ends whether such end is by the expiry of time or termination or forfeiture, is liable to pay mesne profits as well. It was further held that once the lease expires or is determined, the lessee is termed as a tenant at sufferance, which status is slightly higher than a trespasser. The relevant extract reads as follows:

“18. Landlord-tenant disputes often make their way to this Court, and obviously, the payment of rent/mesne profits/occupation charges/damages becomes, more often than not a matter of high contest. Determination, as alleged to have taken place by the petitioner, can take place at the instance of both the landlord and the tenant. Halsbury's Laws of England, 3rd Edn., Vol. 23 defines “determination by landlord” as follows:

“The tenancy is impliedly determined by the landlord when he does any act on the premises which is inconsistent with the continuance of tenancy; for example, when he re-enters to take possession (b), or puts in a new tenant (c), or cuts down trees or carries away stone (d), the trees and stone not being excepted from the demise (e), and also when he does an act off the premises which is inconsistent with the tenancy, as when he conveys the reversion (f), or grants a lease of the premises to commence forthwith (g). An act done off the premises, however, does not determine the tenancy until the tenant has notice of it (h).”

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20. It would also be useful to refer to the concept of tenant at sufferance. As defined in the very same treatise, such a tenant is a person who enters upon a land by lawful title, but continues in possession after the title has ended without statutory authority and without obtaining consent of the person then entitled.

21. Wharton's Law Lexicon, 17th Edn. discusses ‘tenancy at sufferance’ in the following terms:

“Sufferance, Tenancy at, This is the least and lowest estate which can subsist in realty. It is in strictness not an estate, but a mere possession only it arises when a person after his right to the occupation, under a lawful title, is at an end, continues (having no

⁸ (2024) 8 SCC 668



title at all) in possession of the land, without the agreement or disagreement of the person in whom the right of possession resides.

Thus if A is a tenant for yes, and his terms expires, or is a tenant at will, and his lessor dies, and he continues in possession without the disagreement of the person who is entitled to the same, in the one and the other of these cases he said to have the possession by sufferance – that is, merely by permission or indulgence, without any right : the law esteeming it just and reasonable, and for the interest of the tenant, and also of the person entitled to the possession, to deem the occupation to be continued by the permission of the person who has the right, till it is proved that the tenant withholds the possession wrongfully, which the law will not presume. As the party came to the possession by right, the law will esteem that right to continue either in point of estate or by the permission of the owner of the land till it is proved that the possession is held in opposition to the will of that person.”

[Emphasis Supplied]

16.1 The Supreme Court further held that the terms determination, expiry, termination, forfeiture when applied to a lessee has a similar effect to bring the tenancy to an end, in the following terms:

*“30. It is to be noted that the Court in Sudera Realty observed that mesne profits become payable on continuation of possession after ‘expiry’ of lease. **In our considered view, the effect of the words ‘determination’, ‘expiry’, ‘forfeiture’ and ‘termination’ would, subject to the facts applicable, be similar, i.e., when any of these three words are applied to a lease, henceforth, the rights of the lessee/tenant stand extinguished or in certain cases metamorphosed into weaker iteration of their former selves.** Illustratively, Burton’s Legal Thesaurus 3rd Edn. suggests the following words as being similar to ‘expire’ - **cease, come to an end; ‘determine’ is similar to - come to a conclusion, bring to an end;** ‘forfeiture’ is similar to – deprivation/destruction of a right, divestiture of property; and **‘terminate’ is similar to – bring to an end, cease, conclude.** **Therefore, in any of the these situations, mesne profit would be payable.**”*

[Emphasis Supplied]

17. Concededly, the Respondent has continued in possession after the expiry of the Lease Deed. Emphasis has been laid by learned Senior Counsel appearing for the Respondent on the fact that the Undertaking has been denied and that the jural relationship has also been denied. However, what



the Respondent is unable to deny is the fact that he continues as a tenant in occupation of the tenanted premises without a valid and legal subsisting lease deed.

17.1 The Respondent has also in his Written Statement not denied that he was put into possession by Mrs. S.D Malik and that he has paid rent to her or one Pushpa Batra, the caretaker of the property. Clearly, thus, the Respondent was paying rental also to a third party even though he admits to Mrs. S.D Malik as his landlord.

18. It is the contention of the Respondent that the Respondent has raised an issue which would go to the root of the case and thus, the Application was rightly dismissed by the learned Trial Court. Since, he was inducted by Mrs. S.D Malik and not the Petitioner, there is no jural relationship of landlord and tenant.

19. It is no longer *res integra* that admissions can be inferred even from vague and evasive denials or even from the facts and circumstances of a case. The Respondent has clearly admitted to being a tenant and being in occupation of the tenanted premises. He, however, denies the execution of the Lease Deed but admits that the Second Lease Deed was executed between him and Mrs. S.D Malik. He further contends that after the Second Lease Deed, the Third Lease Deed was also executed with him by the said Mrs. S.D Malik.

20. The tenancy is admitted by the Respondent as is the fact that he continues to reside in the tenanted premises since February 2019, as a tenant at an admitted rent of Rs. 20,000/- per month.

21. It is the case of the Petitioner Company that the Respondent was



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inducted as a tenant through one of its Directors and a Lease Deed was executed between the Respondent and the Petitioner Company for the period from 20.02.2019 expiring on 19.01.2020 and signed by the Director of the Petitioner Company – Mr. Inder Malik. The Complaint has been filed by Mr. Inder Malik as Director of the Petitioner Company. The extract of Company Master Data as available with the Registrar of Companies was filed along with the Complaint. The relevant extract is reproduced below:

“Company Master Data

<i>CIN</i>	<i>U74899DL2001PTC109746</i>
<i>Company Name</i>	<i>INDOJ CONSULTANTS PRIVATE LIMITED</i>
<i>ROC Code</i>	<i>RoC-Delhi</i>
<i>Registration Number</i>	<i>109746</i>
<i>Company Category</i>	<i>Company limited by Shared</i>
<i>Company SubCategory</i>	<i>Non-govt company</i>
<i>Class of Company</i>	<i>Private</i>

...

Directors/Signatory Details

<i>DIN/PAN</i>	<i>Name</i>	<i>Begin date</i>	<i>End date</i>	<i>Surrendered DIN</i>
<i>01306923</i>	<i>INDER MALIK</i>	<i>20/02/2001</i>	-	
<i>01593569</i>	<i>MANOJ MALIK</i>	<i>20/02/2001</i>	-	
<i>08002197</i>	<i>SHANI DEVI MALIK</i>	<i>24/11/2017</i>	-	

[Emphasis supplied]

21.1 As stated above, the learned Counsel for the Petitioner has also clarified that the said Mrs. S.D Malik is the mother of the other Directors of the Petitioner Company - Mr. Inder Malik and Mr. Manoj Malik and that the Petitioner Company is a closely held private limited company with these three persons as its only members. The Petitioner has also not admitted to the execution of any other Lease Deed.



22. A review of the Lease Deed which was executed between the Respondent and Mr. Manoj Malik and Mr. Inder Malik on behalf of the Petitioner Company shows that the Lease Deed has been executed for a period from 20.02.2019 to 19.01.2020. The agreed rental as set out in this Lease Deed is Rs. 20,000/- per month. The Lease Deed is witnessed by Mrs. S.D Malik as the first witness.

22.1 The Respondent has purported to make a case that he is not aware of the *inter se* relationship between the Petitioner and its Directors and Mrs. S.D Malik and that he only executed the Second and Third lease deeds. It is on the basis of this denial that the Respondent submits that this is not a fit case for exercise of jurisdiction under Order XII Rule 6 CPC.

23. This Court has examined the Lease Deed, Second Lease Deed and the Third Lease Deed. The following undisputable facts can be set out:

(i) The (first) Lease Deed is for the period from 20.02.2019 till 19.01.2020 and is executed between the Petitioner through its directors, Mr. Manoj Malik & Mr. Inder Malik and the Respondent with Mrs. S.D Malik as the first witness.

(ii) The Second Lease Deed is for the period of 11 months commencing from 19.01.2020 and contains no signatures under the term Lessor but contains a signature of the Lessee, who is the Respondent herein. Thus, the term of the Second Lease Deed commences the day the (first) Lease Deed expires.

(iii) The Third Lease Deed is executed between Mrs. S.D. Malik and the Respondent and is for the period of 11 months commencing from 20.03.2020 – exactly after the Second Lease Deed would expire.



(iv) The description of the subject premises is exactly the same in the Lease Deed and the Second Lease Deed as – “ONE FLAT ON SECOND FLOOR COMPRISING OF THREE BEDROOMS, ONE DRAWING CUM DINING ROOM, ONE KITCHEN, KITCHEN, TOILETS/BATHROOMS AND BALCONIES ETC”. The subject premises in the Third Lease Deed is referred to as: – “ONE FLAT ON SECOND FLOOR COMPRISING OF TWO BEDROOM, ONE DRAWING CUM DINING ROOM, ONE KITCHEN, KITCHEN, TOILETS/BATHROOMS AND BALCONIES ETC.” Be that as it may, the possession of the subject premises in all three lease deeds has not been denied by the Respondent.

(v) The rental in all three lease deeds is same at Rs.20,000/- per month, which is admitted by the Respondent.

23.1 Although the Respondent denies executing the Undertaking in his statement made without an oath under Order X of the CPC on 23.09.2023, he does admit to being a tenant.

23.2 Thus, there is no denial by the Respondent that he is a tenant. In fact, it is recorded in the Undertaking that the Respondent has paid the rent up to December, 2022, which is the fixed rent of Rs.20,000/- per month and is ready to pay rent thereafter as well.

24. The Petitioner had also placed before the learned Trial Court the Sale Deed dated 16.12.2011 in respect of the tenanted premises which sets out the sale of the subject premises to the Petitioner. It is the contention of the Petitioner that the Second and Third lease deeds have been created by the Respondent to create a false dispute to avoid and delay vacation of the subject premises.



24.1 The Sale Deed sets out that the property was purchased in the name of “M/s Indojo Consultant (P) Ltd.” through its Director Shri R.P. Malik (dead) who was husband of Mrs. S.D Malik. The said detail of Mrs. S.D. Malik being wife of Late Shri R.P. Malik is also set out in Third Lease Deed, which has been placed on record by the Respondent, thus this fact cannot be disputed by the Respondent nor can the Respondent claim no knowledge of the relationship.

24.2 These documents thus also prove the relationship *inter-se* Mrs. S.D. Malik, Mr. Manoj Malik and Mr. Inder Malik.

25. A Coordinate Bench of this Court in ***Usha Rani*** case has held that the pre requisites for a suit for ejectment is the existence of the relationship of a lessor and a lessee or entry in possession of the suit property by Defendant as tenant and determination of such relationship in any of the contingencies as are set out under Section 111 of the Transfer of Property Act would lead to a judgment or decree of possession in favour of the Petitioner. The relevant portion is extracted below:

“18. The object of Order XII Rule 6 CPC is to enable a party to obtain a speedy judgment, at least, to the extent of the admissions of the defendant to which relief the plaintiff is entitled to. The rule permits the passing of the judgment at any stage without waiting for determination of other questions. It is equally settled that before a Court can act under Order 12 Rule 6, the admission must be clear, unambiguous, unconditional and unequivocal. Admissions in pleadings are either actual or constructive. Actual admissions consist of facts expressly admitted either in pleadings or in answer to interrogatories. In a suit for ejectment, the factors which deserves to be taken into consideration in order to enable the Court to pass a decree of possession favour of the plaintiff primarily are:

1) Existence of relationship of Lesser and lessee or entry in possession of the suit property by defendant as tenant;

2) Determination of such relation in any of the contingencies as envisaged in Section 111 of the Transfer of Property Act.



19. The law as to when a decree of possession can be passed in favour of the plaintiff on the existence of the above factors is well laid down by a catena of judgments of the Supreme Court and various High Courts. In the case of *Uttam Singh Duggal and Co. Ltd. v. United Bank of India and Ors.* the Supreme Court held that when a statement of admission is brought before the Court, as long as the party making the statement is given sufficient opportunity to explain such admission, judgment admission can be passed if the explanation is not accepted by the Court. **The Supreme Court reiterated the legal position that no court should unduly narrow down the scope of Rule 6, the object of which is to enable a party to obtain a speedy judgment. It also ruled that admissions generally arise when a statement is made by a party in any of the modes provided under Sections 18 to 23 of the Evidence Act, 1872 and this may be considered as actually made if they are either in the pleadings or in answer the interrogatories or implied from the pleadings by non-traversal.**

[Emphasis Supplied]

25.1 It is averred by learned Counsel for the Petitioner that this case would fall within the parameters of the expression “pleadings or otherwise” used in Order XII, Rule 6 (a) of CPC.

26. The learned Trial Court has by the Impugned Order held that the Respondent has set up a plea which would require trial and has thus dismissed the Application. At first sight the plea of no jural relationship does appear to give rise to an issue, but the core question is whether the Respondent has put up for consideration, any issue which would require a trial. This aspect was discussed by the Coordinate Bench in the ***Usha Rani*** case holding that the core question for consideration is as to whether the pleas put forth are a sham or have any substance or can be said to raise any triable issues. If the facts remain uncontroverted and undisputed, the tenant is not entitled to resist the suit on the relief of possession. The relevant extract of ***Usha Rani*** case is reproduced below:

“21. Mr. V.K. Makhija, learned senior counsel for the defendants has not disputed the legal position emerging out of the above decisions but has



vehemently urged that on the basis of several pleas and disputed questions raised by the defendants, several triable issues arise in the present case which can only be answered after a full-fledged trial and so, this is not a fit case where this Court should pass a decree of possession at this stage of the proceedings without any trial. Undoubtedly the defendants had set up several pleas which could at first sight appear to give rise to some issues also but the core question for consideration is as to whether the pleas so put-forth are sham or have any substance or can be said to raise any triable issues. It is well settled that sham pleas cannot raise a triable issue. It is not uncommon that tenants facing a suit for ejectment raise several irrelevant/non-existent and sham pleas with an oblique motive of delaying and defeating the relief of ejectment, which has otherwise accrued in favour of the landlord. In the present case defendants have not disputed the existence of relationship of landlord and tenant created by the lease deed dated 30.4.1974 and that they occupied the suit premises in terms of the lease deed as also the factum of the said lease deed having expired in 2003, i.e. after the expiry of the 30 years period for which the lease was created. These are the basis facts/admissions which by no stretch can be said to have been controverted or disputed by the defendants. The defendants are, therefore, not entitled to resist the suit, at least, so far as the relief of possession is concerned by raising those pleas and by filing subsequent suit for partition.”

[Emphasis Supplied]

26.1 The Court in ***Usha Rani*** Case, while holding that the lessor is entitled to a decree of possession of suit premises without undergoing the exercise of trial, also held that the plaintiff is entitled to quantum of damages/mesne profits which would be a subject matter of enquiry under the provision of Order 20 Rule 12 of CPC. The relevant extract of ***Usha Rani*** case in this regard are reproduced herein below:

“22. This Court on a consideration of all the relevant facts and circumstances of the case, material obtaining on record and in view of the foregoing discussion on various pleas raised by the defendants, has no hesitation in holding that there is no dispute between the parties in regard to the existence of relationship of lessor and lessee and that the lease created by the plaintiffs-lessors in favour of the defendants has expired/stood determined by efflux of time within the meaning of Section 111 of the Transfer of Property Act thereby entitling the plaintiffs to a decree of possession of the suit premises forthwith and without undergoing the exercise of the trial. The only issue which will be left out



for trial/enquiry would be in regard to the quantum of damages/mesne profits, if any, to which the plaintiffs may be entitled from the defendants for the period during which they remained in unauthorised occupation of the suit premises after the determination of the lease. That would be a subject matter of enquiry under the provisions of Order, 20 Rule 12 CPC.”

[Emphasis Supplied]

27. From an examination of the facts of this case, it is seen that the defence taken by the Respondent is such that, even if the matter goes to trial, it would not change the outcome of the Petition. The Respondent has not denied being a tenant in the tenanted premises and has not raised any issue that would require the matter to trial. The tenancy of the Respondent has clearly expired by efflux of time even as per the case of the Respondent.

28. The denial of the jural relationship by the Respondent is basically a denial that the landlord is not the Petitioner Company but a Director of the Petitioner Company. This is clear from the Company Master Data produced by the Petitioner Company that the Petitioner Company is a closely held private limited company with its Directors being family members, which is also evident from the Company Master Data placed on record. The Sale Deed placed on record by the Petitioner also reflects the ownership of the Petitioner Company. No doubt, the Petitioner Company is a separate legal entity, but a Director/Authorized signatories of this Company include the name of the admitted landlord – Mrs. S.D. Malik. In any event, it is matter of public knowledge that the records of a company are public records and are available at the website of Registrar of Companies. As discussed, the plea of the Respondent that he is not aware of the relationship or that his landlord is Mrs. S.D. Malik appears to be an afterthought and without merit.

29. Thus, the dispute which is sought to be raised by the Respondent



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between the parties with respect to existence of relationship of lessor and lessee between them is not a dispute which goes to the root of the matter or require evidence. The landlord is admittedly a company and one of its authorized signatory/Directors is Mrs. S.D Malik who has been acknowledged as the landlord by the Respondent.

30. In any event, and as stated above, the Respondent's tenancy has expired by efflux of time. There is also no other person claiming to be the owner/landlord of the tenanted premises so as to raise a triable issue. It is not the case of the Respondent that Mrs. S.D. Malik has filed separate proceedings for eviction or that she is denying the ownership of the subject premises by the Petitioner Company.

30.1 The undisputed facts also are that the Respondent has continued in possession of tenanted premises without a valid and legal subsisting lease deed without denying his tenancy or the payment of rental in the sum of Rs.20,000/- per month.

31. There is another aspect as well. Paragraph 3 of the plaint sets out that the Respondent/Defendant was inducted as a tenant from 20.02.2019 to 19.01.2020. This contention has not been denied by the Respondent/Defendant. In fact, the Respondent admits to being inducted as a tenant since February, 2019. The Second Lease Deed, that the Respondent states has been executed between him and Mrs. S.D. Malik only commences on 19.01.2020. Thus, if the version of the Respondent/Defendant was to be believed, the Respondent was in occupation of the subject premises from February, 2019 to 18.01.2020 without executing a lease deed, which as per him, was executed only in the year 2020 for a period of eleven months



commencing 20.03.2020.

31.1 The Second Lease Deed which is relied upon by the Respondent has a commencement date of 19.01.2020. Thus, this lease deed, even if assumed to be executed, has been executed one year after the commencement of the tenancy. Since it is the admitted case of the parties that the tenancy commenced in February, 2019, it seems unlikely that no lease deed would have been executed for the tenancy at its commencement. In any event, the (first) Lease Deed has been executed on stamp paper dated 13.03.2019 while the Second Lease Deed has been executed on a stamp paper of February, 2019 but for a period commencing January, 2020, 11 months later. The Second Lease Deed is thus also not stamped in accordance with the law.

31.2 Given these circumstances the undisputed fact is that there exists a lease deed for the period commencing the date of tenancy, and the Second Lease Deed which is admitted by the Respondent for a period of one year thereafter.

32. Lastly, it has been averred by the learned Counsel for the Respondent that this is not a fit case for the exercise of the revisionary jurisdiction by this Court. This Court does not agree. The provisions of Section 115 CPC are clear and unequivocal that where there is an error which goes to the root of the jurisdiction, the revisionary jurisdiction can be exercised by this Court.

32.1 There is no dispute with the proposition as has been laid down in the ***Rahimal Bathu*** case that the revisionary jurisdiction is a discretionary power to be exercised to pass a judgment on the admissions of a party without waiting for determination of all the issues. No doubt these powers



cannot be claimed as a right but must be exercised judiciously keeping in mind that a judgment on admissions is a judgment which permanently denies any remedy to the Defendant. However, unless the Defendants have raised an objection which goes to the root of the case, discretion ought to be exercised under Order XII Rule 6 of CPC.

33. A review of the Written Statement as has been filed by the Respondent shows that the only real dispute raised in the Written Statement is that Mrs. S.D. Malik had prior to the commencement of the tenancy agreed to provide separate electricity meter, water motor and PNG meter and stated that she would take care of the building. However, when the Respondent shifted into the building, maintenance work was still pending into the subject premises and the maintenance in respect of water pipeline, sewage pipeline, PNG pipeline and repair of bathroom was yet to be completed. It is the case of the Respondent that the maintenance work was not completed. The Respondent has also raised the issue of previous pending water bill of Rs. 1 lac and other pending bills for utilities which were not paid by the Petitioner. It is also stated therein that the Respondent also had to pay the old electricity bills too in view of a threat of disconnection of the electricity meters by the authorities. The Respondent also sets out that the Respondent had to spend money to get done repair and maintenance work in the premises.

33.1 The Written Statement references to a police complaint made by the Respondent against the Petitioner at PS Preet Vihar on 05.09.2020. In addition, the Written Statement only sets out the denial of the averments in the plaint without giving reasons there for. In the entire Written Statement,



the Respondent repeatedly states that the landlord is Mrs. S.D. Malik and either she or the care taker would come to collect the rent.

34. A careful perusal of the statement as recorded on 23.09.2023 under Order X of the CPC also shows that there is no denial of the tenancy. It is stated therein that the negotiations for the tenancy were done with Mrs. S.D. Malik who put the Respondent in possession. The relevant extract of the statement is set out below:

*“The above stated address is that of the premises of the flat which was let out to me, wherein I am residing presently. **I have no acquaintance with the plaintiff i.e., M/s Indoj Consultant Pvt. Ltd. or the director thereof, Shri Inder Malik. I cannot say, if the plaintiff is the owner of the premises in question. I had negotiated the tenancy with Smt. S.D. Malik, who put me in the possession of the premises. I had paid rent upto December 2022 and I am ready to pay the rent thereafter. The rent fixed is Rs. 20,000/- per month, exclusive of electricity but inclusive of water charges.**”*

[Emphasis supplied]

34.1 The statement also shows that the Respondent is not aware as to who the Petitioner is but is only aware of Mrs. S.D. Malik who put him in possession of the subject premises. Clearly, thus the only real issue raised in the Written Statement was the fact that the expenses incurred by the Respondent/tenant on repair and maintenance of the subject premises, have not been paid by the Petitioner.

35. As discussed above, in the present case, the Respondent admits to being a tenant; admits that the tenancy has expired by the efflux of time and that there is no renewal. The rental is also not disputed. No dispute between the Petitioner Company or *inter se* its Directors, Mrs. S.D. Malik has been shown either as to ownership of the suit property. Thus, the issues that have been set up in defence by the Respondent are such that it would not be



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possible for him to succeed even if these were entertained, so far as concerns the recovery of possession of the subject premises. No useful purpose will thus be served if the matter goes to trial on the prayer for recovery of possession. On the remaining issues, however, a trial would be required.

36. In view of the foregoing discussions, this Court finds that the learned Trial Court has erred in failing to exercise jurisdiction under Order XII Rule 6 of the CPC given the admissions which have been made by the Respondent.

37. Accordingly, the Petitioner is entitled to possession of the subject premises without going through the rigours of trial in terms of Order XII Rule 6 of CPC.

38. The Petition is allowed. The Impugned Order is set aside. The suit shall, however, continue for examination on the aspect of recovery of arrears of rent and the mesne profits.

39. The parties shall appear before the learned Trial Court on the date fixed for further proceedings. The Petitioner is at liberty to take appropriate steps for withdrawal of the user charges deposited amount deposited before this Court in terms of Order dated 21.02.2025. The Respondent shall continue to deposit these charges until vacant physical possession of the property is handed over.

40. The parties will act based on digitally signed copy of the Order.

TARA VITASTA GANJU, J

JULY 2, 2025/g.joshi/pa