



2025:DHC:9578



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% ***Decided on: 30.10.2025***

+ C.R.P. 289/2025

MS DROPADI

.....Petitioner

Through: Mr. Prakhar Bhatnagar, Advocate
(DHCLSC)

versus

MS RINKI VERMA

.....Respondent

Through: None.

CORAM:**HON'BLE MR. JUSTICE PRATEEK JALAN****PRATEEK JALAN, J (ORAL)****CM APPL. 65550/2025 (for exemption)**

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

CM APPL. 65552/2025 (for condonation of 61 days' delay in filing of the petition)

The petitioner seeks condonation of 61 days' delay in filing the civil revision petition, which has been filed through the Delhi High Court Legal Service Committee.

For the reasons stated, the application is allowed, and the delay is condoned.

C.R.P. 289/2025 & CM APPL. 65551/2025 (for stay)

1. The petitioner, who is the plaintiff in a civil suit [CS SCJ 586/2024, pending before the Court of the learned Civil Judge-03, South-West District, Dwarka Courts, New Delhi], assails an order of the Trial Court dated 13.05.2025, by which her application under Order XII Rule 6



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of the Code of Civil Procedure, 1908 [“CPC”] was dismissed.

2. The respondent [defendant in the suit] was married to the son of the petitioner on 21.04.2008. The marriage was dissolved by mutual consent, by a judgment of the Family Court dated 14.01.2020, on the basis of an undated settlement deed, attested on 26.03.2019.

3. The case of the petitioner in the suit is that she is owner in possession of the suit property [Plot No. 95, measuring 100 sq. Yards in Khasra No. 136/11, 139/15/2 in the revenue estate of Dichaun Kalan, New Delhi, also known as Suraksha Enclave, New Delhi-110043]. She claims that, after the dissolution of the marriage between her son and the respondent, she permitted the respondent and her two minor children to live in the suit property, on the ground floor and first floor with terrace, as a licensee. However, the petitioner terminated the license and issued a legal notice to the respondent on 08.05.2023, calling upon her to vacate the property. As the respondent failed to do so, the petitioner filed the abovementioned suit for mandatory injunction, seeking vacation of the suit property, and permanent injunction restraining the respondent from interfering in her possession.

4. After filing of the written statement by the respondent, the petitioner filed an application under Order XII Rule 6 of CPC, contending that the claim had been admitted in the written statement.

5. The Trial Court, by the impugned order dated 13.05.2025, however, rejected the application with the following observations:

“7. For deciding this application, it is imperative that the contents of the Written Statement are read. In the Written Statement, the defendant has stated that she got married to the son of the plaintiff in April 21, 2008 and was subjected to



physical, mental, economic and verbal abuses by the plaintiff and her son. When the defendant decided to take legal action against them, she agreed to give divorce by mutual consent. They persuaded the defendant to sign a settlement deed dated 26.05.2019 on the pretext that they will bear her expenses and the right to live in the suit property during her lifetime, that is why even after divorce of the defendant with her husband on 14.01.2020, the defendant is still living in the suit property. After the divorce, the plaintiff and her family tried to breach the said promise and they have been trying various tactics to evict the defendant from the suit property. From mid 2022 to 2023, the defendant was subjected to abuse and violence. After March 2023, the plaintiff denied to provide for food and other expenses of defendant. In March 2023, the defendant went to visit her parental home in U.P. with her two minor kids. She was informed that a fire had broken in the living room of the suit property and all her belongings were burnt. The plaintiff and her son had intentionally burnt the belongings of the defendant. The plaintiff had given her false promises that she would be allowed to live in the suit property during her lifetime and had obtained the consent of the defendant without giving her stridhan, maintenance or compensation.

8. Arguments were advanced by Ld. counsels for both the parties.

9. A holistic reading of the Written Statement shows that the defendant in her entire Written Statement has repeatedly claimed to have a right to reside in suit property on the ground that she had taken divorce from her husband by mutual consent without claiming any amount as maintenance only on the promise by the plaintiff that she will allow her to reside in the suit property during her lifetime alongwith her kids and bear her day to day expenses. Therefore, when the defendant has clearly asserted that she has the right to reside in the suit property against the claim of the plaintiff, it cannot be said that there is an unequivocal admission on the part of the defendant to decree the suit in favour of the plaintiff qua suit property.

10. At this stage, I find it pertinent to discuss the law qua grant of judgment on admissions under Order 12 Rule 6 CPC. A court can pass a judgment on admissions, only if, the admissions made by the opposite party are clear, unequivocal, unconditional and unambiguous.

11. However, in the instant case as already discussed, the defendant has not made such unconditional or unequivocal admissions, which entitle the plaintiff to the relief under Order



12 Rule 6 CPC. Therefore, the valuable right of the defendant to go on trial for the averments denied by her, cannot be dispensed with.”

6. Mr. Prakhar Bhatnagar, learned counsel for the petitioner, submits that the Trial Court failed to recognize that the defence pleaded is a moonshine. In the written statement, the respondent has not asserted any right to possession of the property, other than as a licensee. In the absence of any right, title and interest in the property, Mr. Bhatnagar submits that there is no triable issue disclosed in the written statement. He cites a judgment of a co-ordinate Bench of this Court in *Monika Tyagi & Ors. v. Subhash Tyagi & Ors.*¹ in this regard.

7. Upon consideration of the aforesaid submissions, I do not consider it appropriate to exercise the revisional jurisdiction of this Court, under Section 115 of CPC, in the facts and circumstances of the present case.

8. In considering an application under Order XII Rule 6 of CPC, the written statement must be read as a whole, to determine as to whether it contains an unequivocal or unambiguous admission. Quite apart from a preliminary objection as to maintainability of the suit for mandatory injunction as prayed, the defendant has also asserted her right to residence to subject property, in the following terms:

“PRELIMINARY SUBMISSION

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B. That when the Defendant No. 1 made her mind to take legal action against the Plaintiff and her son; the Plaintiff, along with her son and husband, promise and induce her to agree to give a divorce to the son of Plaintiff through mutual consent. The Plaintiff's family falsely persuaded the Defendant the Defendant no. 1 to sign a settlement deed dated March 26, 2019, without any objection in order to prevent Defendant No. 1 from claiming any

¹ 2021 SCC OnLine Del 5400 [hereinafter, “*Monika Tyagi*”].



of her rights in future, by promising expense for food and other day to day requirements and the right to live in the Suit Property during her lifetime and that's why even after the divorce between son of the Plaintiff and Defendant No.1; Which took place on 14th January, 2020 passed by the court of Sh. Pitamber Dutt, Ld. Family Court Judge, Dwarka Courts, New Delhi; Defendant No.1 is still living in the Suit Property.

C. That after achieving their ill motive i.e. divorce between the son of Plaintiff and Defendant No. 1; Plaintiff and her entire family had no stone unturned to breach the said promise whereby they promised to live in Suit Property to Defendant No.1 till her lifetime. The Plaintiff and their family members are trying various tactics to force Defendant No.1 out of the house, but Defendant No.1 remained calm and composed as she had nowhere else to go. From mid - 2020 to 2023, the Defendant No.1 was subjected to abuse, harassment, torture, physical violence, and objectification by the Plaintiff and her family. After March 2023, the Plaintiff did not fulfill their promise to provide food and other expenses, leaving the Defendant No.1 without support. Defendant No.1 is attempting to earn food for her children by exchanging food for sewing clothes for others.

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F. **That the Plaintiff and his husband gave false promises to Defendant No.1 to live in the Suit Property during her lifetime and maintenance to Defendant No.1 and her two minor kids and induced the Defendant No.1 to sign one settlement deed dated 26th March 2019 based on which son of the Plaintiff Sh. Sunil Verma filed a divorce petition bearing no. HMA No. 3620/19 u/s 13(B) of HMA and obtained the consent of Defendant No. 1 without giving anything to Defendant No.1 towards maintenance, stridhan, compensation, etc. That post decree of divorce the Defendant no.1 along with her two minor kids are living in the Suit Property with Plaintiff and her family and as promised by the Plaintiff and her family, the Defendant no.1 and her two minor kids were maintained by the Plaintiff and her family for few months.**

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REPLY ON MERITS

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5. That the contents of paragraph No.5 of the suit are wrong, false, frivolous, concocted, baseless, vexatious and hence denied except that the Defendant No. 1 who is the younger Ex. daughter in law of younger son of Plaintiff and had married having two minor children. Each and every allegation is specifically denied. **It is denied that the Defendant No. 1 was allowed to live in the house**



as a licensee and is living on the Ground floor, first, with terrace of the house more specifically shown in red in the site plan enclosed with the plaint. It is submitted that Plaintiff has never licensed Defendant No.1 to living on the above-mentioned house. It is submitted that the contents of preliminary submissions may kindly be read as part and parcel of the present paragraph under reply, as the same are not repeated herein for the sake of brevity.

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10. That the contents of paragraph No.10 of the suit are wrong, false, frivolous, concocted, baseless, vexatious and hence denied in totality. Each and every allegation is specifically denied. It is denied that as the possession of the Plaintiff is only permissive and Defendant no. 1 is a licensee. It is further denied that Plaintiff of son has given divorce to Defendant No.1 are living illegal possession in said property. It is submitted that the contents of preliminary submissions may kindly be read as part and parcel of the present paragraph under reply, as the same are not repeated herein for the sake of brevity.

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12. That the contents of paragraph No.12 of the suit are wrong, false, frivolous, concocted, baseless, vexatious and hence denied in totality. Each and every allegation is specifically denied. It is denied that in the past above said Plaintiff has several time requested Defendants verbally to vacate the same, but Defendants have not bothered to pay any attention to his request, hence Defendants would be held responsible for any loss of person/property occasioned due to the damage caused to premises in future. It is submitted that Defendant No.1 has the right to live in the suit property during her lifetime and thus, Defendant no. 1 could not be held liable for anything as stated in this paragraph under reply. It is submitted that the contents of preliminary submissions may kindly be read as part and parcel of the present paragraph under reply, as the same are not repeated herein for the sake of brevity.”²

11. It is evident from the above that, upon a holistic reading of the written statement, the respondent has asserted a positive right of residence, and has not admitted her status as a mere licensee.

12. In deciding an application under Order XII Rule 6 of CPC, the Court must proceed upon a meaningful reading of the document, alleged



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to constitute an admission, in its entirety³. Upon a holistic appreciation of the document, the Court must be persuaded that the claim has been unambiguously and unequivocally admitted. Further, such an order is always discretionary, and cannot be claimed as a mandatory right of the plaintiff.

13. Mr. Bhatnagar's submission, however, is that the terms of settlement upon which decree of dissolution of marriage was passed, do not contain any right of continued residence on the part of the respondent, and that the right which she has claimed is not otherwise recognized by law. It may be noted, in this connection, that the respondent has, in the written statement, assailed the validity of the terms of settlement that those were procured by coercion. In these circumstances, such a contention cannot lay the foundation for a decree upon admission.

14. Mr. Bhatnagar's reliance on the judgment in *Monika Tyagi* also does not persuade me to a contrary conclusion. The Court was dealing with an application under Order XII Rule 6 of CPC, where the plaintiff had contended that the only meaningful defence taken in the written statement was of adverse possession. The Court held the defence to be a "total moonshine", as it was silent on crucial aspects required to claim adverse possession. In the present case, in contrast, as the Trial Court has held, the respondent has clearly asserted her right to reside in the property as promised at the time of dissolution of her marriage, and her pleading cannot be held to be an unequivocal admission, or her defence, a

² Emphasis supplied.

³ Reference in this connection may be made to the Division Bench decision in *Vijay Gupta and Ors. v. Ashok Kumar Gupta* [2007 (95) DRJ 167] (paragraph 7), and the judgment of a coordinate Bench in *Kamini Lal v. Raman Lal Sethi* [2018 SCC OnLine Del 10666] (paragraph 16).



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moonshine.

15. In the aforesaid circumstances, particularly as the relief under Order XII Rule 6 of CPC is always discretionary in nature, I am of the view that the Trial Court has not committed any jurisdictional error, so as to warrant the exercise of revisional jurisdiction, in the facts of this case.

16. The revision petition is, therefore, dismissed.

17. Mr. Bhatnagar submits that Trial Court may be requested to expedite the disposal of the suit. The petitioner is at liberty to make a request to the Trial Court in this regard.

PRATEEK JALAN, J

OCTOBER 30, 2025

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