



2025:DHC:2353



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

%

Reserved on: 26th March 2025

Pronounced on: 2nd April 2025

+ **RFA 187/2025 & CM APPL. 11600/2025**

MOHD ANSAR SIDDIQUI

.....Appellant

Through: Mr. Ashish Aggarwal, Mr. Shalabh Gupta, Ms. Lisha Arora, Mr. Himanshu Singh, Ms. Shivangi Shokeen and Mr. Rahul Malik, Advs.

versus

VARUN SACHDEVA

.....Respondent

Through: Ms. Ruchira V. Arora and Mr. Dhananjay Mehlawat, Advs.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

JUDGMENT

ANISH DAYAL, J.

1. This appeal has been filed under Order XLI read with Section 96 of the Code of Civil Procedure, 1908 ('CPC') assailing order dated 20th September 2024 passed by the District Judge-04, Patiala House Courts, New Delhi in CS No.29/2024 ('impugned order').

Signature Not Verified

Digitally Signed
By: MANISH KUMAR
Signing Date: 04.04.2025
18:37:35

RFA 187/2025

1 of 26



2025:DHC:2353



2. The respondent/plaintiff had filed a suit claiming ownership of premises bearing No. *G-5, First Floor, Naraina Vihar, New Delhi-110028* (*'suit property'*). The respondent claimed that the suit property was owned by Smt. Suraksha Vohra, who was resident of Edinburgh, Scotland, U.K. and they had purchased the suit property by way of a registered sale deed dated 06th November 2023 registered as *Document No.6558 in Book No.1, Volume No.2488 on pages 33-40* registered on 06th November 2023 with the *Sub-Registrar-VIIA, New Delhi*.

3. Respondent/plaintiff claimed that appellant/defendant was inducted as a tenant in the suit property by Smt. Suraksha Vohra for a period of two years w.e.f. 07th October 2017 to 07th October 2019, by rent agreement dated 07th October 2017 at a monthly rent of Rs.26,000/-. After the expiry of 12 months, the rent was to be increased by 10%.

4. Subsequently, another rent agreement was entered into on 27th September 2019 for a period of two years from 08th October 2019 to 08th October 2021, at a monthly rent of Rs.27,300/-. At the request of the appellant/defendant, the tenancy period was extended till 15th January 2022, due to the wedding of the appellant's daughter.

5. The rent agreement expired with efflux of time in January 2022 and the respondent/plaintiff claimed that there was no further written document executed between the parties and, therefore, it became a month-to-month tenancy which expired with efflux of time on 15th January 2022.



2025:DHC:2353



6. Respondent/plaintiff claimed that the appellant/defendant did not pay the rent since July 2023 and was thus, in default, the arrears being Rs.1,63,800/- from July 2023 till December 2023. Since the appellant/defendant was a month-to-month tenant, the tenancy was terminable on 15 days' notice as per Section 106 of Transfer of Property Act 1882 ('TPA').

7. Notice dated 02nd December 2023 was issued by the respondent terminating the tenancy on the midnight of 31st of December 2023. As per the notice, failure to vacate, would attract liability of damages/*mesne* profits w.e.f. 01st January 2024. The appellant failed to handover vacant possession of the premises and, therefore, the suit for recovery of possession, arrears of rent, *mesne* profits/damages and interest was filed.

8. Written statement was filed by the defendant alleging there was no cause of action to file the suit. It was denied in the written statement by defendant, submitting that no rent deeds were prepared between the appellant and Smt. Suraksha Vohra and the same was forged and fabricated, and that no notice had been received by the appellant, of termination of tenancy.

9. Appellant claimed that Smt. Suraksha Vohra was the owner of the suit property and in September 2017, was trying to sell the suit property and searching for a purchaser, and the appellant was in need of the property and, therefore, it was orally agreed between Smt. Suraksha Vohra and the appellant, that Smt. Vohra would transfer oral rights, title and interest in favour of the appellant after agreed sale consideration.



2025:DHC:2353



10. As per the appellant, an oral agreement had been arrived at on 01st October 2017 that the appellant shall pay an amount of Rs.50 Lacs as sale consideration; initial amount of Rs.14 Lacs to be paid and the remaining amount of Rs.26 Lacs to be paid along with 9% interest per annum. The appellant claims that payments were to be made in EMI's of Rs.26,000/- per month and thereafter, increased with the consent of the parties.

11. Accordingly, as per the appellant, they made payments of Rs.14 Lacs over a period of time and during months of October-December 2017 *in cash* and thereafter, in instalments of Rs.26,000/- to Smt. Suraksha Vohra till September 2018. Thereafter, instalments were increased to Rs.27,300/- per month. The defendant was the *bona fide* purchaser of the suit property and 100 instalments were to be paid to Smt. Suraksha Vohra, out of which 77 instalments were paid up till December 2023.

12. An application was filed by plaintiff under Order XII Rule 6 of CPC for judgment on admissions, which was decided in favour of the respondent by the impugned order, thereby decreeing the suit.

Submissions by counsel for appellant

13. Counsel for appellant/defendant contended that the impugned judgment could not have been passed under Order XII Rule 6 of CPC, considering that there were specific denials, to the existence of both the rent deeds, as claimed by the respondent/plaintiff.



2025:DHC:2353



14. **Firstly**, a denial of the rent deeds by the respondent; **secondly**, that an oral agreement to sale had been arrived at between Smt. Vohra and the appellant, per which they paid Rs.14 Lacs in instalments as stated above; and **thirdly**, that the registered sale deed in favour of the respondent was flawed and invalid.

15. Counsel for appellant, therefore, claimed that having denied these aspects in the written statement, the question of judgment on admissions did not arise and a decree under Order XII Rule 6 of CPC could not have been passed.

16. He relied upon the decisions in *Poonam Kakkar v Vaishali & Anr.* 2023 SCC OnLine Del 2706 on the scope of Order XII Rule 6 of CPC, in that it was a discretionary provision and questions which involved recording of evidence, could not be disposed of at an early stage; *S.M. Asif v Virender Kumar Bajaj* (2015) 9 SCC 287 on the scope of Order XII Rule 6 of CPC, in that judgment on admissions is not a matter of right and is a matter of discretion of the Court; and *Karan Kapoor v Madhuri Kumar* (2022) 10 SCC 496 in that the defence taken by defendant is plausible or not, is a matter of trial, to be appreciated by the Court after granting opportunity to lead evidence.

Submissions on behalf of respondent

17. Respondent's counsel placed the following submissions in support of the impugned judgment and for refuting the contentions of the appellant:



2025:DHC:2353



- (i) The appellant had only propounded an oral agreement, supported by no proof at all. Counsel relied upon provisions of Section 17(1A) of the Registration Act 1908 (**‘Registration Act’**) to state that documents relating to transfer of immovable property for the purpose of Section 53A of TPA, shall be registered and if not, they shall have no effect for purposes of Section 53A of TPA.
- (ii) Counsel further relied upon Section 23A of Schedule I of the Indian Stamp Act 1899, which provided for 90% duty as a conveyance for contracts of transfer of immovable property, which she said was not being paid.
- (iii) Counsel further relied upon the rent deeds, as per which payments had been made by the appellant, though the appellant was masquerading it as EMI’s towards sale of the property.
- (iv) It was highlighted by the respondent’s counsel that the appellant had not denied or disputed the existence of the registered sale deed in favour of the respondent executed by Smt. Vohra.
- (v) Notwithstanding the contentions of the appellant, the tenancy of the appellant had expired by efflux of time and there was nothing on record to state, as to why and on what basis the appellant is still in possession.



2025:DHC:2353



- (vi) Reliance was placed on Order XVA Rule 1 of CPC to state that the disposal of the suit can be done in the first hearing, if it appears that the parties are not at an issue on any question of law and fact. Further, reliance was placed on Order XIV Rule 1(6) of CPC, which enables the Court not to frame issues and record issues of the defendant, where the defendant in the first hearing makes no defence.
- (vii) She relied upon the decision of the Division Bench of this Court in *PPA Impex Pvt. Ltd. v Mangal Sen & Metal* 2009 SCC OnLine Del 3866 where the Court in disposal of an RFA against decree of a suit, on the basis of admissions, dismissed the appeal, stating that the Court must look into the status of the defendant and the defence was total moonshine; the decree was to be sustained.
- (viii) Reliance was also placed on the decision in *Prashant Goyal v Indranil Wadhwa* 2020:DHC:3243 where a Coordinate Bench of this Court while disposing of an RFA against a decree of possession, relied upon Order XIV Rule 1(6) of CPC and stated that the judgment can be passed straightway if the defence was not made out. Reliance was also placed on Section 17(1A) of the Registration Act.

Analysis

Signature Not Verified

Digitally Signed
By: MANISH KUMAR
Signing Date: 04.04.2025
18:37:35

RFA 187/2025

7 of 26



2025:DHC:2353



18. Having perused the pleadings of the parties and having heard the submissions of the counsels, this Court is not inclined to entertain the appeal *inter alia* for the following reasons:

- (i) The defence set up by the appellant is *ex facie* specious, untenable and *mala fide*. **Firstly**, the appellant claims a possessory right on the basis of an oral agreement to sell. It is trite law that there can be no defence of possession of a transferee, based on part performance, on the basis of an unregistered document. This is crystallized in Section 53A of TPA read with Section 17(1A) of the Registration Act, which are reproduced as under, for ease of reference:

Section 53A of TPA

“53A. Part performance—Where any person contracts to transfer for consideration any immoveable property by writing signed by him or on his behalf from which the terms necessary to constitute the transfer can be ascertained with reasonable certainty, and the transferee has, in part performance of the contract, taken possession of the property or any part thereof, or the transferee, being already in possession, continues in possession in part performance of the contract and has done some act in furtherance of the contract, and the transferee has performed or is willing to perform his part of the contract, then, notwithstanding that, where there is an instrument of transfer, that the transfer has not been completed in the manner prescribed therefor by the law for the time being in force, the transferor or any person claiming under him



shall be debarred from enforcing against the transferee and persons claiming under him any right in respect of the property of which the transferee has taken or continued in possession, other than a right expressly provided by the terms of the contract:

Provided that nothing in this section shall affect the rights of a transferee for consideration who has no notice of the contract or of the part performance thereof.”

(emphasis added)

Section 17(1A) of Registration Act

“17(1A). The documents containing contracts to transfer for consideration, any immovable property for the purpose of Section 53-A of the Transfer of Property Act, 1882 (4 of 1882), shall be registered if they have been executed on or after the commencement of the Registration and Other Related Laws (Amendment) Act, 2001 and, if such documents are not registered on or after such commencement, then, they shall have no effect for the purposes of the said Section 53A.”

(emphasis added)

- (ii) Even the assertion of the appellant that as per the oral agreement they had agreed to pay the advance money of Rs.14 Lacs through EMI's, initially of Rs.26,000/- per month and later of Rs.27,300/- per month, is in itself incredulous. To think that an owner of a property would agree to be bound by an oral agreement to sell, without having received any consideration at all, is quite illogical and untenable.



2025:DHC:2353



- (iii) In any event, these figures of Rs.26,000/- per month and Rs.27,300/- per month strangely and significantly coincide with the monthly rent of Rs.26,000/- (*as per the rent agreement of 07th October 2017*) and of Rs. 27,300/- (*as per rent agreement dated 27th September 2019*), respectively. The attempt by the appellant is quite apparent i.e. to retrofit rents that they paid under these agreements as EMI's towards purported advance consideration of a purported agreement to sell. Further, even as per the written statement, the appellant claims that they had made payments of 77 instalments upto December 2023, which again strikingly coincide with the assertion of the respondent that the payment of rent stopped from July 2023 and the suit was filed in December 2023.
- (iv) Considering that the respondent had filed their suit subsequently, there is no assertion by the appellant that they would have asserted their right for fructifying their alleged agreement to sell against Smt. Suraksha Vohra. No such suit was ever filed.
- (v) On the other hand, the title of the property in the hands of the respondent was well documented through the registered sale deed. The registered sale deed was executed through a special power of attorney of Smt. Suraksha Vohra, who being a resident abroad in U.K., had given a general power of attorney to Mr. Sanjeev Sachdeva through a GPA duly attested by the Assistant



2025:DHC:2353



Counsellor Officer, Consulate General of India, Edinburgh on 11th July 2023, which was duly received and stamped in India. Counsel for the appellant stated that the power of attorney was the father of the respondent, and therefore, invalid. But that assertion is untenable, considering that there is no legal bar in the father of a purchaser being given the power of attorney, in order for convenience of execution. Besides, the registered sale deed notes, that the total sale consideration of Rs.70 Lacs had been paid *via* bank transfer on 02nd November 2023 and 01st November 2021.

- (vi) In any event, even if the rent agreements are not considered, any occupation of the property can at best, be month-to-month tenancy, terminable per Section 106 of the TPA.
- (vii) As regards the issue of the denial in the written statement, the Court has perused the same and found that they had been made cursorily, for the sake of refuting the assertions in the plaint, but for the reasons stated above, itself don't have any basis, ground, or support. Moreover, there is no denial of the existence of the sale deed executed in favour of the respondent, the only issue being raised is that it was executed through the GPA given to the father of the respondent, which as noted above, has no legal merit.



2025:DHC:2353



- (viii) The sale deed having been not denied, the suit property would certainly be considered as ownership of the respondent and the occupancy by the appellant, would undoubtedly be at best, as a month-to-month tenancy. The assertion that they had entered into an oral agreement to sell, as noted above, cannot come to the benefit of the appellant, as per law. The written statement is, therefore, bereft of any legal defence that the appellant can have.
- (ix) In this regard, the following passages of **PPA Impex** (*supra*) are instructive, which are extracted as under. In the said decision by Division Bench of this Court, it is highlighted that no document has been filed evidencing an agreement to sell between the appellant and the respondent or even the predecessor-in-title. Importantly, the Division Bench notes that if pleadings of this nature, which are total moonshine, are taken note of, the provision of Order XII Rule 6 of CPC, would be virtually annihilated.

“6. The argument of Mr. Mahendroo, learned Counsel for the Appellant, is that the learned Single Judge has erred in decreeing the Suit on the basis of “admissions”, ignoring the Defendant's case that an Agreement to Sell had been entered into between the Appellant and the Respondent. According to him, this allegation could only be substantiated after a Trial had been conducted and concluded. Reliance has been placed on the decision in Manisha Commercial Ltd. v. N.R. Dongre, 85 (2000) DLT 211 in which one of us [Vikramajit Sen, J.] had dismissed an Application



under Order 12 Rule 6 of the CPC observing that it was wholly inappropriate to permit any party to employ this provision where vexed and complicated questions or issues of law had arisen. The facts in that case, however, are totally distinct to the factual matrix before us rendering that decision to be of no avail to the Appellant. Reliance has also been placed on Varivax Seva Sansthan v. Dr. (Mrs.) Veena Kalra, 86 (2000) DLT 817, which, on perusal, militates against the Appellant's case. This is evident from a reading of the following paragraph which learned Counsel for the Appellant has relied upon:

9. Bare perusal of the above rule shows, that it confers very wide powers on the Court, to pronounce judgment on admission at any stage of the proceedings. The admission may have been made either in pleadings, or otherwise. The admission may have been made orally or in writing. The Court can act on such admission, either on an application of any party or on its own motion without determining the other questions. This provision is discretionary, which has to be exercised on well established principles. Admission must be clear and unequivocal; it must be taken as a whole and it is not permissible to rely on a part of the admission ignoring the other part; even a constructive admission firmly made can be made the basis. Any plea raised against the contents of the documents only for delaying trial being barred by the Sections 91 and 92 of Evidence Act or other statutory provisions, can be ignored. These principles are well settled by catena of decisions. Reference on this regard be made to the decisions in Dudh Nath Pandey v. Suresh Chandra Bhattasali, (1986) 3 SCC 360 : AIR 1986 SC



2025:DHC:2353



1509; *Atma Ram Properties Pvt. Ltd. v. Air India*, 65 (1997) DLT 533; *Surjit Sachdev v. Kazakhstan Investment Services Pvt. Ltd.*, 1997 II AD (Delhi) 518; *Abdul Hamid v. Charnajit Lal*, 74 (1998) DLT 476; and *Lakshmikant Shreekant v. M.N. Dasturand Co.*, 51 (1998) DLT 564.

...

11. *We are of the view that the learned Single Judge has correctly approached the matter and arrived at conclusion in accordance with law. When a Suit for Possession is presented, the Court must look into the status of the Defendant. The Defendant may be in possession by virtue of part performance of an agreement. In such a case, he may be immune from eviction by virtue of Section 53A of the Transfer of Property Act, 1882 ("TP" Act for short) as has been opined by our learned Brother, Madan B. Lokur, J. in D.R. Puri v. Kamlesh Sawhney, 2001 (60) DRJ 738, a decision which has been relied upon by learned Counsel for the Appellant, but without contextual justification. In this regard, no document whatsoever has been filed evidencing an Agreement to Sell the demised premises between the Appellant and the Respondent or even the predecessor-in-title, namely, Smt. Raj Rani Sethi. If the Trial Court had been confronted with a Receipt for the alleged sum of Rupees six lacs, it may have thought it appropriate to send the matter for Trial. If pleadings of this nature, which we see as total moonshine, are taken note of, the provision of Order 12 Rule 6 would be virtually annihilated.*

...

13. *It is the case of the Appellant before us that the initial period of lease had expired by efflux of time. No cogent evidence is forthcoming that the Appellant had sought a renewal of the Lease Deed and had*



2025:DHC:2353



simultaneously agreed to pay an increase of 15 per cent of the rental. Instead, its claim is that due to the harassment meted out to the Appellant by the Respondent, the entire business of the former had come to an end. The parties had subsequently agreed that a renewal would be evidenced by a fresh Lease Deed for each successive periods. Not only has this event not occurred, but on the contrary it is not even the case of the Appellant that it had asked for a renewal in terms of the then prevailing Lease Deed. Significantly, for whatever reasons that may have motivated the Appellant to do so, the rent is also in arrears. The issuance of a notice to quit, terminating month-to-month tenancy, also stands admitted. The only defence put forward is that the Plaintiff had agreed to sell the property to the Appellant, which we have already concluded is total moonshine.

14. It has also been contended that the Defendant had not accepted the Plaintiff as the Lessor. In this connection, Section 109 of the TP Act immediately comes into play. It deals with a situation where the lessor transfers the leased property, in which event the transferee comes to enjoy all the rights and is burdened by all the liabilities of the Lease Agreement previously executed between the erstwhile lessor/owner with the lessee. Since the Appellant is in arrears of rent, the proviso to Section 109 clarifies that had the Appellant paid rent before the transfer to the previous owner/lessor, that is, Smt. Raj Rani Sethi or even M/s. Kanhaiya Lal Bishan Chand, the present owner, that is the Respondent, could not have made a claim for it. Section 111 of the TP Act is also relevant, since in the present case the lease is determined by efflux of time in accordance with Sub-section (a) thereof. Section 111(g) of the TP Act contemplates forfeiture of the lease where the lessee breaks any express condition,



2025:DHC:2353



such as responsibility for payment of rent. Section 111(h) of the TP Act speaks of the determination of a lease on the expiration of a notice to quit. The learned Single Judge had rightly found admissions on these vital issues and was, therefore, correct in decreeing the suit. This is quite clearly a case where keeping in perspective admissions made in the Written Statement on these vital facts, the suit could rightly have been decreed without subjecting the Plaintiff to the needless travails and excruciating delays of a Trial.”

(emphasis added)

- (x) The following paragraphs in **Prashant Goyal** (*supra*), are also relevant, extracts of which are as under:

“5. Appellant entered appearance in the suit and filed a written statement alongwith reply to the application under Order XVA of the CPC taking a defence that the Respondent had not approached the Court with clean hands. The Appellant disputed the landlord-tenant relationship as it was a practice between the parties to register a lease deed as was done for the deeds executed for the years 2013-2015. Post 2015 no lease deed was executed as the Respondent had offered to sell the property and had acted on this offer by handing over possession to the Appellant. Appellant agreed to purchase the property for a total sale consideration of Rs.1.3 Crores. It was orally agreed that the Appellant will initially pay Rs.30 Lakhs and the remaining shall be paid at the time of executing the sale deed. Between August 2015 and July 2019 Respondent had been accepting the alleged rent in his account as well as in cash which is reflected in bank statement and calculation sheet placed on record before the Trial Court.



2025:DHC:2353



6. As per the chronology of dates, matter was listed for arguments on 28.09.2020 before the Trial Court on the Application under Order XVA Rule 1 CPC and the Court also heard arguments on the issue of passing judgement without holding a trial as per Order XII Rule 6 read with Order XIV Rule 1(6) CPC. On 07.10.2020 the Trial Court partly decreed the suit for recovery of possession of the property and the Appellant was directed to hand over vacant possession to the Respondent within 30 days.

...

12. I have perused the judgment of the Trial Court. Trial Court has decreed the suit on the ground that in the written statement the Appellant admitted payment of rental amount from time to time and did not claim that the status of the Appellant was severed as a tenant completely. Even assuming that the Appellant had entered into an agreement to sell for purchasing the suit property from the Respondent and had paid part consideration, at best, the Appellant could rely on the agreement for two purposes i.e. (i) file a suit for specific performance seeking execution of the sale deed; and (ii) claim protection under Section 53A of the Act. It was also an admitted case that there was no written Agreement to Sell ever executed between the parties and the defence of the Appellant was based on an oral agreement. Based on the amendment to Section 17 of the Registration Act, whereby the Registration of an Agreement to Sell has been made compulsory as well as amendment to Section 53A of the Act and the Indian Stamp Act, 1899, the Trial Court concluded that in the absence of a registered Agreement to Sell the Appellant could not claim protection under Section 53A of the Act. Based on the proposition of law laid down in Sudhir Sabharwal vs. Rajesh Pruthi 2014 AIR CC 2850



by this Court that mere Agreement to Sell of immovable property will not terminate the landlord-tenant relationship, the Trial Court was of the view that no purpose would be served to put the matter to trial and passed the judgment, noting that while there was no admission, however, if the defendant has no legal defence, then under Order XIV Rule 1(6) CPC, judgment can be straightaway passed.

...

14. Appellant in the written statement admitted that he was inducted as a tenant in the year 2013 vide a registered lease deed dated 09.09.2013 and also admitted the renewal of the lease till 2015. Appellant, however, set up an oral agreement to sell and also pleaded payment of Rs.30 Lakhs towards part consideration of the sale price.

...

16. The answer to the above question in my view can only be against the Appellant. The legal position on this aspect is no longer res integra. Section 17 of the Registration Act was amended by the Registration and Other Related Laws (Amendment) Act, 2001, Act No.48 of 2001, by insertion of Section 1(A) therein and by virtue of the Amendment, registration of an Agreement to Sell has been made compulsory with effect from 24.09.2001. Section 17(1-A) reads as follows:-

“Section (1A). The documents containing contracts to transfer for consideration, any immovable property for the purpose of Section 53A of the Transfer of Property Act, 1882 (4 of 1882) shall be registered if they have been executed on or after the commencement of the Registration and other Related Laws



2025:DHC:2353



(Amendment) Act, 2001 and if such documents are not registered on or after such commencement (i.e. w.e.f. 24.09.2001), then, they shall have no effect for the purposes of the said Section 53A.”

17. Therefore, a buyer cannot avail the benefit of Section 53A of the Act if the agreement to sell is not registered. When a tenant enters into an agreement to sell for buying the tenanted premises but the agreement to sell is not in conformity with law, the relationship continues as landlord-tenant and while the tenant can seek specific performance, but he acquires no right to retain possession, till a sale deed is registered in his favour. This has been clearly held by this Court in Sudhir Sabharwal (supra). The relevant portion of which is as follows :-

“The plaintiff had filed a suit seeking decree of possession against the defendant in respect of the premises in dispute. The application sought decree on the basis of admissions made by the defendant in his written statement. The plaintiff is a landlord of property No. G-27/4, Rajouri Garden, New Delhi and its ground floor was let out to the defendant at the rent of Rs. 25,000/- per month. The plaintiff issued notice to the tenant on 29.6.2011 followed by a reminder on 11.1.2012 asking them to vacate the premises. But there was no compliance of the plaintiff’s request therefore the suit was filed to seek possession as well as damages. The defendant had admitted the enhanced rent of Rs. 27,500/- from 1.7.2011 and that the tenancy period had been extended by another seven months by the plaintiff. But he also claimed in the written statement that the plaintiff had agreed to sell the rental premises to the defendant for a total consideration of Rs.



2025:DHC:2353



2,10,00,000/- for which the defendant had paid bayana/advance payment of Rs. 21,20,000/- i.e. 10% of the total sale consideration and that the plaintiff had duly executed receipt in this regard.

What follows is that even if the /defendant were to succeed in his suit for specific performance of agreement to sell, till the execution of a conveyance deed in pursuance to the decree, if any, in favour of the defendant, the defendant has no ground in law to save his possession of the premises. The status of the defendant would continue to be as before i.e. of a tenant whose tenancy has been determined.

In view of the legal position that “mere agreement to sell of immovable property does not create any right in the property save the right to enforce the said agreement” and in view of the preceding discussion that “mere agreement of sale will not terminate landlord-tenant relationship unless there is specification to that effect in agreement itself”, this Court is of the view defendant has not right to occupy the said property.”

18. In Shiv Kumar vs. Sumit Gulati, RSA No.417/2015, decided on 04.12.2015, the Court held that when the defendant claims possession on the basis of an oral agreement to sell, the same cannot be recognized in view of the amended Section 53A of the Act. The same view has been taken by the Courts in other judgments in Babita Joshi vs. Dilip Rawat,(2015) 219 DLT 697 and Kaushal Aggarwal vs. Ashok Malhotra, CS (OS) 165/2009 decided on 17.02.2009.”

19. Significantly in the present case the relationship between the parties as landlord-tenant is an admitted



2025:DHC:2353



position. It is also admitted that the rent of the premises was over Rs.3,500/- as also that the Respondent terminated the lease by sending a notice under Section 106 of the Act. In view of the said position and in the absence of the alleged oral agreement being registered, the Trial Court has rightly passed a decree for recovery of the suit property and no infirmity can be found. The suit is pending on other reliefs and shall be continued and adjudicated in accordance with law.”

(emphasis added)

- (xi) Coordinate Bench of this Court in **Prashant Goyal** (*supra*) has, therefore, confirmed that, in similar circumstances, the oral agreement to sell though set up by the appellant, appellant could not claim retention of the suit property on that basis. The Court had relied upon Section 17(1A) of the Registration Act read with Section 53A of the TPA where the transferee cannot avail benefit with the agreement to sell, if not registered. The Court relied upon the decision in **Sudhir Sabharwal** (*supra*) which forms part of the extracts above. Reliance was also placed on **Shiv Kumar** (*supra*), **Babita Joshi** (*supra*) and **Kaushal Aggarwal** (*supra*) which also form part of the extracts above.
- (xii) Counsel for the appellant sought to distinguish the decision in **Prashant Goyal** (*supra*) by stating that the relationship between landlord and tenant was admitted in that matter. This argument is unmerited, considering the continued possession which was being asserted by the appellant in this case, was basis the oral



2025:DHC:2353



agreement to sell which in ***Prashant Goyal*** (*supra*) has been rejected, as a valid basis to continue in possession.

- (xiii) It is undeniable that the scope and purview of Order XII Rule 6 of CPC is not to be unduly narrowed down and will not extend only to plain admissions, but also when there is a clear admission of facts, in which it is impossible for the party making such admission to succeed. This was unequivocally laid down by the Supreme Court in ***Uttam Singh Duggal & Co. Ltd. v United Bank of India & Ors.*** (2000) 7 SCC 120; relevant extract as under:

“12. As to the object of Order 12 Rule 6, we need not say anything more than what the legislature itself has said when the said provision came to be amended. In the Objects and Reasons set out while amending the said Rule, it is stated that “where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled”. We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment. Where the other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which it is impossible for the party making such admission to succeed.”

(emphasis added)



2025:DHC:2353



- (xiv) This principle was recognized not only in *PPA Impex (supra)* but also in *Madalsa Sood v Maunicka Makkar & Anr.* 2021 SCC OnLine Del 5217 and in *Monika Tyagi & Ors. v Subhash Tyagi & Ors.* 2021 SCC OnLine Del 5400 which cited *PPA Impex* with approval. The following passage of *Monika Tyagi (supra)* is relevant, extracted as under:

“26. Thus, while disposing of an application under Order XII Rule 6 CPC, the court is fully justified in considering the averments in the written statement to see whether essential facts have been pleaded or whether the defence is a complete moonshine, requiring the Court to not send the case for trial.”

(emphasis added)

- (xv) The enunciation in *Uttam Singh Duggal (supra)* was also cited, with approval, by a Coordinate Bench of this Court in *Sh. Dinesh Sharma v Mrs. Krishna Kainth* 2022:DHC:1454. The relevant extract is as under:

“29. From the reading of the aforesaid judgments, it cannot be disputed that Order XII Rule 6 of the CPC can also be invoked when the objections raised against rendering a judgment are such, which goes to the root of the matter or whether the objections are inconsequential, making it impossible for the party to succeed, even if entertained...”

(emphasis added)

- (xvi) For further embellishment, reference may also be made to decision of Division Bench of this Court in *Vijaya Myne v Satya*



2025:DHC:2353



Bhushan Kaura 2007 SCC OnLine Del 828; relevant extracts as under:

“12. It is not necessary to burden this judgment by extracting from the aforesaid authoritative pronouncement as the learned Single Judge has accomplished this exercise with prudence and dexterity. Purpose would be served by summarizing the legal position which is that the purpose and objective in enacting the provision like Order 12 Rule 6, CPC is to enable the Court to pronounce the judgment on admission when the admissions are sufficient to entitle the plaintiff to get the decree, inasmuch as such a provision is enacted to render speedy judgments and save the parties from going through the rigmarole of a protracted trial. The admissions can be in the pleadings or otherwise, namely in documents, correspondence etc. These can be oral or in writing. The admissions can even be constructive admissions and need not be specific or expressive which can be inferred from the vague and evasive denial in the written statement while answering specific pleas raised by the plaintiff. The admissions can even be inferred from the facts and circumstances of the case. No doubt, for this purpose, the Court has to scrutinize the pleadings in their detail and has to come to the conclusion that the admissions are unequivocal, unqualified and unambiguous. In the process, the Court is also required to ignore vague, evasive and unspecific denials as well as inconsistent pleas taken in the written statement and replies. Even a contrary stand taken while arguing the matter would be required to be ignored.”

(emphasis added)



2025:DHC:2353



(xvii) Reference may also be made to ***Delhi Jal Board v Surendra P.***

Malik 2003 SCC OnLine Del 292; relevant extracts as under:

“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 added)

(xviii) These principles enunciated in ***Vijaya Myne*** (*supra*) and ***Delhi Jal Board*** (*supra*) were usefully relied upon in ***Tani Sandhu Bhargava v Shumita Didi Sandhu*** 2024 SCC OnLine Del 5195, where the Court concluded as under:

“35. Clearly, vague, unsubstantiated and evasive pleas have been held to be sufficient ground to hold that there are admissions in the pleadings and a decree is liable to be passed under Order 12 Rule 6 CPC. As noted above, the pleas taken by the defendant in the written statement are vague, inconsistent and do not in any manner whatsoever show that any worthwhile defence is raised or any right exists in favour of the defendant to enable her to continue to occupy the suit property.”



2025:DHC:2353



(emphasis added)

Conclusion

19. Accordingly, for the reasons stated above, the appeal is dismissed and the judgment and decree in favour of respondent, stands confirmed.

20. Judgment be uploaded on the website of this Court.

(ANISH DAYAL)
JUDGE

APRIL 2, 2025/MK/na

Signature Not Verified

Digitally Signed
By: MANISH KUMAR
Signing Date: 04.04.2025
18:37:35

RFA 187/2025

26 of 26