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

+ RSA 29/2026, CM APPL.7321/2026 (stay), CM APPL.7322/2026 (stay)

JAGDISH RAM

.....Appellant

Through: Counsel for Appellant (appearance not given)

versus

GURU RAVIDAS DHARAMSTHAN PRABANDHAK
COMMITTEE (REGD.)

.....Respondent

Through: None

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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03.02.2026

CM APPL. 7320/2026 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The Application stands disposed of.

RSA 29/2026

3. Regular Second Appeal under Section 100 of Civil Procedure Code, 1908 (*hereinafter referred to as 'CPC'*), has been filed on behalf of the Appellant to set-aside the Order dated 15.12.2025 passed by the learned District Judge-01, Patiala House Court, New Delhi whereby the Order of the learned Civil Judge whereby the Suit for Permanent Injunction filed by the Respondent, had been decreed *vide* Judgment dated 04.08.2025 under Order XII Rule 6 CPC directing the Appellant to vacate the Suit premises, has been upheld.



4. The brief facts of the Case are that the Respondent Committee was formed to look after Shri Guru Ravidas Dharamsthan at Moti Bagh-I, New Delhi and was registered *vide* Registration No. S/11144 dated 30.08.1980. Shri Guru Ravidas Dharamsthan came into existence since prior to 1970.

5. In the year 1999, the Appellant/Defendant, who was an electrician by profession, requested the Committee to provide him a job at the Mandir. Upon his request, he was allowed to work as Puraji and was provided with a room to reside therein, *vide* the General Body Meeting of Shri Guru Ravidas Prabandhak Committee held on 26.01.2000. The conditions of appointment were that he would perform religious duties at the Dharamsthan and pay the bills of electricity and water. As per the condition of appointment, the Appellant was to vacate the premises on expiry of one month's Notice served on him, by the Prabandhak Committee.

6. The Appellant along with his family came to live in the room provided by the Respondent as a Licensee.

7. The Respondent claimed that the Appellant failed to take care of his duties. Therefore, in the Meeting dated 02.06.2019, the Committee asked the Appellant to vacate the premises as he was not performing his duties and had failed to pay the electricity bills for past three years.

8. The decision of the Committee in the Meeting held on 02.06.2019, which was communicated to the Appellant and he was asked to vacate the premises by 31.07.2019.

9. The Appellant agreed to vacate but he instead filed a Police Complaint with the false averments. He also filed a Suit for Permanent Injunction against the Plaintiff/Respondent. Since the Appellant failed to vacate the room in question, the **Suit for Mandatory Injunction,**



Declaration and Recovery of Water and Electricity Charges, was filed by the Respondent.

10. The Appellant in his Written Statement took the defence that the Suit was liable to be stayed under Order 10 CPC as there was another Suit already pending between the parties. The Defendant as Pujari of Dharamsthan, had been residing along with his family for last 22 years and has been performing his duties as Pujari since 1999. The Trust was created by the Respondent, to manage the Mandir only and has no control over the Pujari or the Mandir. The Pujariship is a hereditary religious office. The Respondent has no right to remove the Appellant.

11. It was further asserted by the Appellant that he has been paying Electricity and other charges, to Sh. Shanti Lal since 1999. He was threatened to leave the Mandir premises, which led to his filing a Police Complaint on 29.07.2019. All the averments made in the Plaint by the Respondent, were denied.

12. The Plaintiff/Respondent filed an Application under Order 12 Rule 6 CPC, which was allowed by the learned Civil Judge *vide* Judgment dated 04.08.2025.

13. Aggrieved by the said Order, the Appellant preferred a Regular First Appeal before the learned District Judge but herein also, the Appeal was dismissed.

14. **The substantial question of law** agitated in the present Appeal, are:

- (i) the Decree has been passed under Order 12 Rule 6 CPC, without recording of evidence and conducting the trial, unless the prior decree is reversed or modified;



- (ii) Where the Appellant has already been granted protection of possession in Suit premises by a decree of Permanent Injunction, he cannot be evicted;
- (iii) Whether the Order is justified despite the fact that the Appellant has deposited the entire electricity dues of Rs.47,050/-by way of FDR in the Court of learned Civil Judge on 15.11.2025?
- (iv) Whether such eviction without due process is not only legally impermissible but is also violative of principles of natural justice and fundamental rights, res judicata and established possession rights?
- (v) Whether the Judgment on admission under Order XII Rule 6 CPC is impressible where the triable issues exist as per the Judgment of the Hon'ble Supreme Court of India in Uttam Singh Duggal vs. United Bank of India.

15. **The grounds of Appeal** taken are that the Judgment has been passed in undue haste, despite there being a prior Decree in favour of the Appellant directing that he may not be dispossessed without due process of law. There is a judicial contradiction of the gravest nature as the latter Order has effectively nullified the core of a binding earlier decree, between the same parties on the same property. Such judicial incongruence not only erodes the sanctity of finality in litigation, but also renders the concept of “due process” nugatory. The final Judgment dated 07.06.2024 passed in CS No. 1018/2019 between the same parties concerning the same property, has not been considered while passing the present Judgment. The possession of the Appellant in the room of temple premises, had been protected by way of the



Judgment in the Suit for Permanent Injunction. No due process has been followed for alleged eviction Order of the Appellant.

16. Furthermore, the Appellant had taken various grounds in his Written Statement, which have not been considered. The residence in question, is not a commercial tenancy but a religious quarters, inseparably intertwined with the performance of spiritual and rituals functions for the community. If the Appellant is evicted from the premises, it would not only disrupt the community faith, but also renders the Appellant and his family homeless, thereby causing irreparable and irreversible harm. Even if he is reinstated later, the spiritual rupture and breach of community trust, cannot be undone.

17. The Order XII Rule 6 CPC is based on selective extracts from the Appellant's deposition during cross-examination in the previous Suit for Permanent Injunction, which was decreed in his favour. The possession in the Suit Premises has been duly protected by the final decree.

18. The scope of Order XII rule 6 CPC, has been gravely misapplied and misconstrued. The provision is an exception to the general rule of trial and can be invoked only where there exist a clear, categorical and unconditional admission made within the same proceedings. The denial accompanied with explanations, has not been considered by the learned Trial Court. A grave procedural irregularity has been committed by reporting and relying upon the Appellant's cross-examination in CS No. 1018/2019. The Respondent cherry-picked isolated lines from the earlier deposition, without producing the entire record or the context, in blatant violation of Section 80 of the Evidence Act.

19. It has not been appreciated that the Appellant's appointment as Pujari, constituted a permanent religious office or a irrevocable license.



20. There was no valid termination of the license as the termination Notice has not been served, in accordance with the condition recorded in the Meeting of the year 2000. Further, whether the alleged arrears of utility payments existed and whether such payments have been made in cash over the years, has not been considered.

21. There were various pure questions of fact, which required oral and documentary evidence and could not have been brushed aside in a summary manner.

22. In the end, it is contended that the Appellant was never confronted with his prior deposition in the present proceedings not afforded an opportunity to explain, clarify or rebut it. This constitutes a flagrant violation of the principle of *audi alteram partem*.

23. The impugned Judgment is fundamentally flawed, self-contradictory and lacks in legal and factual coherence. There are internal inconsistency regarding the alleged period of default, which renders the claim of the Respondent unreliable and questionable in law. It is, therefore, submitted that the impugned Judgment be set-aside.

Submissions heard and the record perused.

24. It is not in dispute and is stated by the Appellant himself, that he is a Pujari of Guru Ravidas Dharamsthan and has been residing there with his family for the last 22 years. He has been performing his duties since 1999-2000. He himself has relied upon the Notice regarding the termination of license dated 02.11.2019 to live in the Suit premises, which was issued by the Respondent. In the said Notice itself, there was a reference to the Minutes of the Meeting of the Committee dated 26.01.2000 whereby the



Respondent had resolved to appoint the Appellant as Pujari, on the terms and conditions as under:-

- (i) That he would perform all religious duty at Dharamsthan.
- (ii) That he shall pay all the bills of water and electricity from his pocket.
- (iii) That he will not construct any additional Accommodation without prior permission of the Prabhandhak Committee.
- (iv) That he would not indulge himself in any activities, which may damage/harm the prestige of the Dharamsthan and the Prabhandhak Committee as well as the community.
- (v) That he would vacate the premises of Dharamsthan after the expiry of One Month Notice served on him by the Prabandhak Committee. In case, he wanted to vacate the Dharamsthan on his own will, he would inform the Committee before one month in advance.

25. It is, therefore, evident that the Appellant had been inducted in the premises on license basis, on the terms as stated hereinabove. Further, the Appellant had been asked to vacate the premises on 31.07.2019.

26. The Appellant has admitted that he had filed the Complaint to the Police on 29.07.2019 claiming that he was forcibly dispossessed from the Suit premises. He has further admitted that he filed a Suit for Permanent Injunction bearing No. CS SCJ 1018/2019 for restraining the Respondent from dispossessing him without due process of law. It is further admitted that the Suit was decreed and the Respondents were restrained from dispossessing the Appellant, **without due process of law.**



27. The Notice dated 02.11.2019 for vacating the premises, was thus issued by the Respondent, in accordance with law. The contention of the Appellant that his possession is protected, is incorrect as the Judgment only stated that the dispossession be in accordance with the process of law. The Respondent has followed the due process by giving Notice of one month, therefore, this arguments is not tenable. The **second contention** raised by the Appellant is that he was not served with this Notice of termination. It is now a settled law that the filing of the Suit itself is sufficient Notice to the licensee and therefore, this technical objection could not stand in the way of passing a decree for possession.

28. The **third contention** raised is that the learned District Judge has heavily relied upon the admissions made in the cross-examination by the Respondent in the earlier Civil Suit. However, even if they are not considered herein then also it is not denied that he had inducted as a licensee in the suit premises, in view of the averments at the point.

29. Once the status of the Appellant was that of a Licensee, his license could be terminated by giving a Notice of one month as it was one of the terms on which he was given the premises on license.

30. **The next objection** taken by the learned counsel is that there is already a Suit pending in respect of Water and Electricity charges. There was a moot question whether those charges had been paid or not. This contention again does not help the Appellant in anyway, as the payment of water and electricity charges, was incidental to his occupation of the room on license. It was in the nature of charges payable by the Appellant while residing in the Suit Property as a licensee. It cannot be agitated that the Appellant had a right to continue in the premises in perpetuity, so long as he



was paying the water and electricity charges. There may be a dispute in regard to payment/non-payment of these charges, but that in itself cannot be a ground to resist his eviction from the premises.

31. The impugned Judgment dated 15.12.2025, has been rightly, upheld by the learned District Judge.

32. There is no substantial question of law, which has been raised in the present Appeal, which is hereby dismissed.

33. In the end, learned counsel for the Appellant submits that some mercy be shown to the Appellant, who has been occupied the premises for last more than two and a half decades and some time may be granted to him to vacate the premises. The Appellant is at liberty to make such request in the Execution proceedings and seek time for vacating the premises. His request may be considered compassionately by the learned Executing Court. It is also clarified that the eviction of the Appellant from the Suit premises, is de hors his liability to pay the Water and Electricity charges, which are still pending for decision in a Suit before the learned Trial Court.

34. The Appeal is disposed of accordingly. The pending Applications, if any, also stand disposed of.

NEENA BANSAL KRISHNA, J

FEBRUARY 3, 2026/RS