



\* IN THE HIGH COURT OF DELHI AT NEW DELHI

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*Reserved on: 10<sup>th</sup> February, 2026*

*Pronounced on: 2<sup>nd</sup> May, 2026*

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**RSA 101/2023, CM APPL. 26508/2023 & CM APPL. 26568/2023**

**1. SH. PURAN CHAND (DECEASED)**

S/o Sh. Balu Ram

Through Legal Heirs

**(i) Sh. Kundan Lal (Son)**

S/o. Sh. Late Puran Chand

**(ii) Sh. Devi Dayal (Son)**

S/o. Sh. Late Puran Chand

**(iii) Smt. Mamta Devi (Daughter)**

W/o. Sh. Nathu Ram

**(iv) Smt. Shanti Devi (Daughter)**

W/o. Sh. Rajesh Kumar

**(V) Smt. Soni Devi (Wife)**

W/o. Late Sh. Puran Chand

**2. SH. KUNDAN LAL**

S/o Late Puran Chand

**3. SH. DEVI DAYAL**

S/o. Sh. Late Puran Chand

All R/o. C-57, Ground Floor,

Shiv Gali Nanak Basti,

Kotla Mubarakpur, New Delhi- 110003

.....Appellants

Through: None

versus

**SH. PRABHAT (DECEASED)**

Through Legal Heirs

All r/o. C-57, Ground Floor,

Shiv Gali Nanak Basti,

Kotla Mubarakpur, New Delhi- 110003.



1. Chet Ram (Son)
  2. Sh. Ghanshyam (Son)
  3. Ishwar Singh (Son)
  4. Ms. Puni (Daughter)
- W/o. Late Sh. Leela Ram,  
R/o. 432/5, Khichripur, Delhi- 110091.

.....Respondents

Through: Mr. Navjot Kumar, Mr. Karan  
Khanna and Ms. Rashmi Sharma  
Advocates

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**J U D G M E N T**

**NEENA BANSAL KRISHNA, J.**

1. The present Regular Second Appeal under Section 100 of the Code of Civil Procedure, 1908 (CPC) has been filed *against the judgment and decree dated 31.03.2023 whereby the learned ADJ in RCA DJ No. 99/2019, has upheld the judgment and decree dated 07.06.2019 of the learned Civil Judge, whereby the suit for Mandatory and Permanent Injunction was decreed against the Defendants, who were directed to deliver the possession of the Suit property, to the plaintiff.*
2. The Plaintiff, *Prabhat*, filed the **Suit bearing No. 96065/16 for Mandatory and Permanent Injunction against the Defendants**, namely Puran Chand, Kundan Lal, Devi Dayal and Dhanna Ram, for directing Defendant No. 1 to deliver possession of the suit property, and for restraining the Defendants from creating any third-party interest in the suit property.
3. The Plaintiff claimed that he was the absolute owner of the Property bearing No. C-57, comprising of ground floor and first floor with entire



build up portion, located in Shiv Gali, Nanak Chand Basti, Kotla MubarakPur, New Delhi (*hereinafter referred to as the “Suit Property”*), by virtue of registered Sale Deed dated 16.01.1966.

4. The Defendant No. 1, Puran Chand being the brother of the Plaintiff and Defendants No. 2 Sh. Kundan Lal and 3 being his sons, were permitted by the Plaintiff to stay in the Suit Property, as they were not well off. Subsequently, Defendant No. 2, had been staying in the Suit Property.

5. *Defendant No. 4-Dhanna Ram* also being the brother of the Plaintiff, was staying in a portion of the Suit Property, but Defendant No. 4 is a proforma party and no relief was claimed against him.

6. The Plaintiff despite making every endeavour to persuade the Defendants No. 1 to 3 to vacate the premises, was not successful in doing so as they were adamant and had dishonest intention to retain the property of the Plaintiff.

7. It was further asserted that Defendant No. 1 owns a property bearing No. C-157, Shyam Gali, Kotla Mubarak Pur, New Delhi and is earning more than Rs.15,000/- per month, while he is occupying the property of the Plaintiff as a permissive user.

8. Left with no option, Plaintiff sent a Legal Notice dated 13.02.2007, to which an absolutely false and frivolous Reply dated 22.02.2007, had been sent by Defendants.

9. Thus, Plaintiff filed the ***Suit for Mandatory Injunction*** for directing the Defendants No. 1 to 3 to vacate the Suit Premises and for ***Permanent Injunction*** to restrain them from creating any third party rights in the Suit Property.



10. The **Defendants Nos. 1 to 3**, in their **Written Statement**, stated that the Plaintiff and Defendants Nos. 1 and 4 are real brothers, the Plaintiff being the eldest. Upon the demise of their father, the parties, then young, continued as members of a joint family and started earning at a young age.

11. All the three brothers were earning and as the family grew and some income was generated, the family needed shelter and all the brothers from the *common pool/funds*, purchased the land admeasuring 45 sq. yards bearing C-57, Shiv Gali, Nanak Chand Basti, Kotla Mubarak Pur, New Delhi and later, raised the construction through their common funds.

12. As the family expanded, the need of another house arose and plot No. C-93, admeasuring 50 sq. yards, Shiv Gali, Nanak Chand Basti, Kotla Mubarak Pur, New Delhi was purchased, from the common funds of all the brothers. Since Plaintiff was the eldest and other brothers had great regard for him, both the plots were purchased in the name of the Plaintiff and thereafter, they never felt any need or necessity to mutate the properties or transfer or partition the said properties.

13. Since the very beginning, all the brothers remained and lived in a joint family; as the family expanded, Plaintiff shifted to nearby property, i.e. Plot No. C-93, admeasuring 50 sq. yards, Shiv Gali, Nanak Chand Basti, Kotla Mubarak Pur, New Delhi. *There was no question of Suit Property ever belonging exclusively to the Plaintiff.*

14. Even before the purchase of the Suit Property, all the three brothers were living in the Suit Property as tenants and had been paying the rent to the erstwhile owner. The Property was subsequently purchased from the common funds, and all the three brothers were living in the Suit Property.



15. It was further asserted that though the area of Property No. C-93, Kotla Mubarak Pur, New Delhi, was more than the area in possession and occupation of the Plaintiff, but considering the close relationship and the mutual agreement/Family Settlement, which had taken place long back in mid 1980s, no objection has ever been raised by the Defendant. The present Suit is the outcome of the situation wherein, the sons of the Plaintiffs have forced and coerced their father i.e. the Plaintiff, to file the present Suit.

16. The Defendants claimed that *they were never a licensee*, but were in possession and occupation of Suit premises, as it had been jointly purchased from the equal contribution made by Defendant No. 1.

17. It was asserted that the Plaintiff is not the exclusive owner of the Suit Property and thus, the Suit does not disclose any cause of action. The Suit for Mandatory Injunction and Permanent Injunction is, also not maintainable for want of seeking declaratory right and the possession of the Suit Property.

18. **On merits**, all the averments made in the Plaint, were denied and the defence was taken as narrated above.

19. **No Replication was filed by the Plaintiffs**, to the Written Statement of the Defendant Nos. 1 to 3.

20. The **Issues were framed on 03.02.2010**, as under:-

- (i) *Whether the plaintiff is entitled to a decree of permanent injunction, as prayed for? OPP*
- (ii) *Whether the plaintiff is entitled to a decree of mandatory injunction, as prayed for? OPP*
- (iii) *Whether there is no cause of action to file the present suit? OPD*
- (iv) *Relief.*



21. An **Additional Issue** was framed on **11.01.2013**, as under:-

*3(a) Whether the defendant No. 1 has provided the fund for the purchase of the suit property to the plaintiff? OPD*

22. The Plaintiff in support of his case, examined as PW-1.

23. **PW-2 is Mr. Bhuwneswar Singh**, from Delhi Jal Board, South-II, Giri Nagar, who produced the documents pertaining to water connection installed in the name of Plaintiff and the requisite document is exhibited as Ex.PW-2/1. DW-1,

24. **DW-1, Sh. Devi Dayal, Defendant No. 3** and son of Defendant 1, corroborated the defence taken in the Written Statement.

25. **DW-2, Smt. Soni Devi wife of the Defendant No. 1**, corroborated the testimony of DW-1.

26. **The learned Civil Judge-cum-Additional Rent Controller, Delhi**, considered the evidence led by both the parties and *concluded that it was not proved that the Suit Property was purchased from the joint funds. It was further held that the Defendants were not the owners or co-owners of the Suit Property in question.*

27. *The Suit was decreed and the Defendant Nos. 1 to 3 were directed to hand over the possession of the Suit Property to the Plaintiff and they were also restrained from creating third party rights in the Suit Property.*

28. Aggrieved by the said Judgment, the **Regular First Appeal bearing No. RCA DJ No. 99/2019** was filed on behalf of the Defendants/Appellants.

29. The **learned District Judge** after appreciating the evidence, found that there is no merit in the Appeal and **dismissed it, vide Order and Judgement dated 31.03.2023.**



30. Aggrieved, the **Defendants/Appellants have preferred the Second Regular Appeal.**

31. *The grounds of challenge* are that the two Courts failed to consider that the relief of possession, could not have been given to the Respondents, in a simpliciter Suit for Mandatory Injunction, when there was a serious dispute about the Respondent's title over the Suit Property.

32. It was asserted that the Appellant had been in possession of the Suit Property for last over four decades and at no prior time, did the Respondents ever dispute the title of Appellant No. 1, over the Suit Property. It is only in 2007 for the first time, that the Respondents came out with the frivolous plea that the title of the Suit Property belonged to him and the Appellants were mere licensees and that they were asked to vacate the Suit Property. Despite there being genuine dispute over the title of the Property, simpliciter Suit for Injunction, has been allowed.

33. Reliance was placed on Anathula Sudhakar vs. P. Buchi Reddy (Dead) by LRS and Others, (2008) 4 SCC 594 wherein it was observed that where a cloud is raised on the plaintiff's title and he does not have possession, the Suit for declaration and possession, with or without a consequential injunction, is the remedy. Similar observations have been made by the Apex Court in Jharkhand State Housing Board vs. Didar Singh and Another, (2019) 17 SCC 692.

34. It is further asserted that the *title of the Property belonged to the Appellant No. 1, pursuant to a mutual understanding/Family Settlement*. Reliance is placed on Kale and Others vs. Deputy Director of Consolidation and Others, (1976) 3 SCC 119 wherein it was held that family settlement,



even if oral, should be given weight as an object of the family settlement is to protect the family from a long-drawn litigation.

35. The *substantial questions of law*, which arise for consideration, are proposed as under:-

- (i) *Whether the Courts below have erred in entertaining the Respondent's suit for injunction simpliciter, as the case involved disputed and complicated questions regarding the title of the suit property?*
- (ii) *Whether the Courts below have erred in granting the relief of possession to the Respondent in a suit for an injunction simpliciter, in light of the present factual scenario where there is a cloud over the title of the Respondent and the possession of the suit property was with the Appellants?*
- (iii) *Whether the Courts have erred in entertaining averments in relation to the title of the property in a suit for a simple injunction simpliciter, instead of relegating the parties to a remedy by way of a fresh comprehensive suit for the declaration of title of the suit property?*
- (iv) *Whether the Courts have erred in entertaining the Respondent's suit, despite the Respondent not paying the adequate Court fees in accordance with the value of the suit property?*
- (v) *Whether the Courts have erred in failing to give adequate weightage to the family settlement arrived between the Appellants and the Respondent?*

36. It is, therefore, submitted that the impugned Judgment dated 31.03.2023 of learned ADJ-04, Saket Courts, New Delhi, be set-aside.



37. **Written submissions** have been filed on behalf of the Appellants, to corroborate the grounds of Appeal.

38. Further reliance is placed on ***Section 60(b) of the Indian Easements Act, 1882*** which expressly provides that a licence becomes irrevocable where the licensee, acting upon the licence, has executed a work of a permanent character and expressed incurred expenses in the execution thereof.

39. It is further contended that the Respondents/Plaintiffs had admitted that the construction was raised by the Defendants, which clearly attracts the protection of Section 60(b) of the Indian Easement Act, 1882 and renders the alleged license, irrevocable in law. Reliance is placed on *Ram Sarup Gupta vs. Bishun Narain Inter College & Ors.*, (1987) 2 SCC 555.

40. There was *acquiescence and waiver by the Respondents for over 40 years*, which clearly establishes the implied consent of the Respondents.

41. Furthermore, the possession of the Property handed over pursuant to execution of a decree, does not automatically render an Appeal infructuous in all cases, especially where the Appeal raises substantial questions of law and fact.

42. Reliance is placed on *Bablu alias Shivraj Singh vs. Rajinder Singh Ratan (Dead) Thr. Lrs. Smt. Kuldeep Kaur Ratan and Others*, (1987) 2 SCC 555. It is, therefore, submitted that the impugned Judgment and decrees of the two Courts, are liable to be set-aside.

43. ***Written Submissions were filed on behalf of the Respondents*** wherein it was submitted that the Appellants are trying to make various substantial questions of law when in fact, these are questions on fact. There



is no substantial question of law raised, either in the Appeal or during the course of arguments.

44. It is further stated that the Plaintiff, Mr. Prabhat was the absolute owner of the Suit Property by virtue of a Sale Deed dated 16.01.1966, which has not been disputed in the Written Statement or evidence or challenged by way of a separate Suit. Since a registered property document is in favour of the Plaintiff, it establishes the ownership of the Plaintiffs; a mere oral averment to disprove the registered document, is not sufficient/admissible as has been held in the case of Karan Madaan vs. Nageshwar Pandey, (2014 (3) CLJ 589 DEL and Bishundeo Narain Rai vs. Anmol Devi, AIR 1998 (SC) 3006.

45. It is further asserted that during the pendency of the Suit, the *Defendants/Appellants had raised unauthorised construction in the Suit Property. Suit bearing CS No. 313/2014 was filed by the Plaintiff* for removal of unauthorised construction, which was dismissed on 20.12.2014 with a finding that the plaintiff was the owner but had failed to prove the unauthorised construction.

46. Thereafter, the Plaintiff/Respondent had filed **First Appeal bearing RCA No. 18/2016**, which was allowed vide Judgment dated 03.01.2018 and *the Appellants were directed to remove the unauthorised construction*. The Defendants/Appellants herein then filed **RSA No. 47/2018** before this Court, but that was also dismissed vide Judgment dated 20.03.2018.

47. This litigation firmly established that the Plaintiff was the owner of the Suit Property, by virtue of a registered Sale Deed dated 16.01.1966. The Defendants/Appellants did not challenge the Judgment of this Court before



the Supreme Court of India and *therefore, the ascertainment of ownership, has attained finality.*

48. It is further submitted that the Defendants admitted the case of the Plaintiffs in cross-examination, that they had been permitted the use of the Suit Property by the Plaintiffs. In view of this admission, they cannot deny ownership in terms of Section 116 of the Indian Evidence Act. Reliance is placed on Bimpla Chopra vs. Kuldeep, 2023 Lawpack Delhi 93391.

49. It is submitted that the *Appellants have failed to prove any Family Settlement* between them and the Respondents , as has been claimed.

50. Furthermore, the Suit for Mandatory Injunction for Possession against the permissive user after termination of license, is maintainable as held in the case of Sant Lal Jain vs. Avtar Singh, AIR 1985 SC 857; Mulk Raj Kullar vs. Anil Kapur & Ors., 2013 (139) DRJ 303; Ajab Singh vs. Shital Puri, AIR 1993 All 138 and Joseph Severance and Ors. vs. Benny Mathew & Ors, 2005 (7) SCC 667.

51. It is, therefore, submitted that there is no merit in the Appeal, which is liable to be dismissed.

#### **Submissions heard and Record perused.**

52. The substantial Question of law is framed as under:

***(i) Whether the licence in favour of the Appellants had become irrevocable on account of construction of a permanent nature, having been raised by them?***

53. It is not disputed that the Plaintiff has a registered Ex. Sale Deed dated 16.01.1966, Ex.PW-1/1, in his favour. The only plea taken by the Appellants, was that in fact, *they were living in joint family and that all the three brothers had contributed for purchase of the Suit Property.* However,



aside from bald assertions in their testimony, there is no cogent evidence produced to show that either there was a joint family existing in the year 1966 between the brothers or that there were joint funds, which had been used for the purchase of the Property in the name of the Plaintiff, being the elder son. *The claim that Mr. Puran Chand and Late Dhanna Ram, had contributed for purchase of the Suit Property, aside from being an assertion, did not get substantiated by any evidence.*

54. Moreover, it cannot be overlooked that in the year 1966, the Property had been purchased *vide* Sale Deed in the name of the Plaintiffs/ Respondents and till date, no challenge was ever made to the Sale Deed nor did the Appellants ever claim to be the joint owners of the Property allegedly being purchased from the joint funds, not did they ever assert that they have become the owners, pursuant to any Family Settlement.

55. The Appellants may have lived in the Property for 40 years, but it has emerged in the evidence that it was purely because they were permitted to occupy the Suit Property by the Respondents. *The long permissive user/occupation of the Suit Property by the Appellants, would not make them the owners of the Property*, especially when the Plaintiff has deposed that they were only in permissive user. This fact was also admitted by DW1, in his cross-examination, as observed by the Trial Court.

56. *Both the Courts, on appreciation of evidence, have concluded that the Suit property is in the exclusive ownership of the respondent.*

57. The next defence taken on behalf of the Appellants, was that because of the expansion of families, it was mutually agreed by way of **Oral Settlement** that the Suit Property would belong to the Defendant No. 1 and



Late Mr. Dhanna Ram, in equal share, while the Plaintiff would be the owner of the Property bearing No. C-93, Kotla Mubarakpur, New Delhi.

58. Though a *mutual Settlement or Agreement*, had been pleaded, but it was only to the effect that the Appellants and Late Mr. Dhanna Ram, would become the owners. There is no specific date or the exact details of the mutual understanding and the Oral Settlement. This plea is absolutely vague as there are no particulars of mutual Settlement, mentioned or proved by the Appellants.

59. The Appellants have placed reliance on *Kale and Others (supra)*, to assert that the Family Settlement even if oral, should be given weight as the object of a family settlement is to protect the family from a long-drawn litigation.

60. However, there is *no date of family settlement or arrangement given by the Appellants*. The only claim is that it was mutually agreed that the Appellants would occupy the Suit Property. The onus was on the Appellants, to bring cogent evidence in respect of the Family Settlement, which they have miserably failed to do. The judgment of *Kale and Others (supra)*, therefore, does not come to their assistance.

61. An argument had been raised that the Suit simpliciter for Mandatory Injunction for seeking Possession, was not maintainable, without seeking a declaration in regard to the title, when there is a cloud raised in regard to the title of the plaintiff.

62. However, as has been rightly contended on behalf of the Respondents, there is no question of any cloud on the title of the Respondents, for the simple reason that he became the owner of the Property by virtue of Sale



Deed dated 16.01.1966, which has never ever been questioned by the Appellants. There is no cloud whatsoever on the title of the Respondents.

63. Rather, the Appellants have miserably failed to prove their claim that there were joint funds, which had been utilised for purchase of the Suit Property. Moreover, no Declaration has ever been sought by the Appellants, either to challenge the Sale Deed or to seek its cancellation.

64. The **Appellant No. 3, Mr. Devi Dayal as DW-1**, had *next claimed that the construction was raised by them in the Suit Property*, to which no objection was ever taken by the Plaintiff. A plea of *Section 60(b) of the Indian Easement Act, 1882*, has been taken.

65. Before considering this argument, it is necessary to understand what constitutes *a licence in law and also the scope of S.60 Indian Easement Act, 1882*. In classical jurisprudence, *as explained by Salmond, a licence is understood as a permission which renders lawful that which would otherwise be unlawful. It does not create any proprietary right in the property, but merely confers a personal privilege to do an act upon the property of another.*

66. The essential attribute of a licence, therefore, is its permissive character. It does not confer any independent right in the property, nor does it create any interest in favour of the licensee. The continuance of such right is wholly dependent upon the will of the grantor, and the licensee derives his authority only so long as such permission subsists.

67. This principle stands incorporated in **Section 52 of the Indian Easements Act, 1882**, which *defines a licence as a right to do, or continue to do, something in or upon the immovable property of the grantor, which would, in the absence of such right, be unlawful, but which does not amount*



to an interest in the property. **The statutory definition thus, emphasises the absence of any proprietary element in a licence.**

**68.** In view of its purely permissive nature, a licence is ordinarily revocable at the instance of the grantor. The licensee cannot claim any vested or enduring right to remain in possession, once such permission is withdrawn, unless the case falls within the limited exceptions recognised by law.

**69. Section 60 of the Indian Easements Act, 1882, embodies these exceptions** by providing that a licence, though generally revocable, may become irrevocable, in certain defined circumstances. These exceptions are in the nature of statutory limitations on the general rule of revocability and are to be applied strictly, having regard to the nature of a licence as a personal and non-proprietary right.

**70. Section 60(b) of the Indian Easements Act, 1882** reads as under:

**“60. License when revocable -** “A licence may be revoked by the grantor, unless—

...

**(b) the licensee, acting upon the licence, has executed a work of a permanent character and incurred expenses in the execution.”**

**71. Section 60(b)** stipulates that a licence is irrevocable, only if it is coupled with a transfer of property and such transfer is in force, or where the licensee, ***acting upon the licence, has executed a work of a permanent character and incurred expenses thereon.*** Being an exception to the general rule of revocability, the provision must be strictly construed and the burden squarely lies on the licensee to establish its applicability.

**72. The essential ingredients of Section 60(b), are *threefold*:**



- (i) **firstly**, the licensee must have executed a work of a permanent character on the property;
- (ii) **secondly**, such work must have been executed “acting upon the licence”, that is, pursuant to and within the scope of the permission granted, and with the knowledge and consent of the licensor; and
- (iii) **thirdly**, the licensee must have incurred expenses in the execution of such work. The absence of any one of these conditions is fatal to the plea of irrevocability

73. In Shankar Gopinath Apte v. Gangabai Hariharrao Patwardhan, (1976) 4 SCC 112, the Supreme Court explained the expression “*acting upon the licence*” occurring in Section 60(b). It was held that even if a person has executed work of a permanent character, the protection of Section 60(b) would not be available *unless such work was executed in his capacity as a licensee*. Where the work is carried out under some other assertion of right, such as in the belief of being a tenant, prospective purchaser or owner, it cannot be said that the work was done “*acting upon the licence*”.

74. The import of “*acting upon the licence*” can be well understood in the light of the decision of the Supreme Court in Ram Sarup Gupta v. Bishun Narain Inter College 1987 SCC OnLine SC 189, wherein Section 60(b) was applied in a case where land was granted for running an educational institution and the licensee; acting in furtherance of that very purpose, had constructed permanent buildings and incurred substantial expenditure. It was observed that a licence may become irrevocable, where permanent structures are raised in furtherance of the very purpose of the licence and



substantial expenditure is incurred. It was emphasised that the construction must be directly referable to the licence and must be in furtherance of the permission granted. ***It is not the mere existence of construction, but its nexus with the licence, that is determinative.***

75. The Supreme Court in Mumbai International Airport Pvt Ltd v Golden Chariot Airport (2010) 10 SCC 422, has clarified that the doctrine of irrevocability of a licence is of limited application. The Apex Court underscored that a licence does not create any interest in immovable property and that irrevocability is not the norm and arises only in limited circumstances. In this case, despite the licensee having incurred expenditure in fitting out and commercially utilising the licensed premises, the Court declined to treat the licence as irrevocable, holding that mere investment or expenditure, even if substantial, does not satisfy the requirements of Section 60(b). *It was clarified that unless the construction or expenditure is shown to be authorised and undertaken in pursuance of the licence, the protection of Section 60(b) cannot be invoked.*

76. In Bhaurao S/o Jagoji Junankar v. Geetabai W/o Panjabrao Deshmukh, 2013 (7) ALL MR 478, it was held that **the burden lies** on the licensee to establish execution of permanent work, acting upon the licence, and incurring of expenses, all of which must cumulatively exist for Section 60(b) to apply.

77. The facts of the present case, may now be considered, in the light of the law, so discussed. There is no material to show that the alleged licence was coupled with any transfer of property, nor is there evidence that the Appellants, ***acting upon such licence***, executed any work of a permanent character so as to render the licence irrevocable.



78. On the contrary, the record shows that the Plaintiff had objected to the unauthorised construction and had initiated separate proceedings in that regard, culminating in directions against the Appellants for removal of the unauthorised construction. Once the construction itself has been found to be unauthorised, it cannot be said that the Appellants had “acted upon the licence” within the meaning of Section 60(b) or that any proprietary interest was created in favour of the Appellants by the said act.

79. The evidence on record establishes that the construction, if any, *was carried out unauthorisedly by the Appellants* and that too, only as permissive users under a licence. The Plaintiffs/Respondents had explained in the Written Submissions that a Civil Suit bearing **CS No. 313/2014** was filed in regard to this unauthorised construction, **which was allowed in RCA No.18/2016**, *vide* Judgment dated 03.01.2018, and the Appellants were directed to remove the unauthorised construction.

80. Therefore, it cannot be said that no objection was ever taken by the Appellants in regard to the construction. Moreover, it has been established that the construction was raised unauthorisedly. The requisite conditions of S.60 have therefore, not been satisfied; rather it is established the appellants had carried out unauthorised construction, against the wishes of the Respondent.

81. As clarified by the Supreme Court in *Mumbai International Airport* (supra), mere expenditure or commercial utilisation of premises cannot, in the absence of the statutory conditions, render a licence irrevocable. The Appellants have failed to demonstrate acquisition of any easementary right or any independent interest or legal right in the Suit Property.



82. In the light of the aforesaid discussion, it is held that the **Appeal, is devoid of merit, and is accordingly dismissed.**

83. All pending applications are disposed of, accordingly.

**(NEENA BANSAL KRISHNA)**  
**JUDGE**

**MAY 02, 2026**  
N/RS