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

% ***Date of decision: 09th February, 2026***

\+ **RFA 458/2023, CM APPL. 30197/2023 (stay)**

SMT. SUMAN SANGWAN
W/O SHRI SOMBIR SANGWAN
R/O WZ-1A, SECOND FLOOR, VILLAGE TATARPUR,
NEW DELHI -110027

.....Appellant

Through: Mr. Deepak Agarwal and Mr. Piyush Pathak, Advocates.

versus

1. **SHRI SAGAR TANWAR**
S/O SHRI SATISH KUMAR

2. **SMT. SANTOSH**
W/O SHRI SATISH KUMAR

3. **SHRI SATISH KUMAR**
S/O LATE SHRI OM PRAKASH

ALL RESIDENT OF:-
WZ-1A, FIRST FLOOR, VILLAGE TATARPUR,
NEW DELHI -110027
EMAIL : manishadvo@gmail.com

.....Respondents

Through: Mr. Dhruv Chawla, Mr. Manish Tanwar, Mr. Tanish Tanwar and Ms. Veena Tanwar, Advocates

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T ***(oral)***

1. First Appeal under Section 96 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed against the Judgment dated

18.05.2023 whereby the Suit of the Plaintiffs/Respondents, for *Recovery of Possession and Permanent Injunction*, has been **decreed Under Order XII Rule 6 CPC.**

2. The Plaintiffs/Respondents had filed a *Civil Suit No. 668/2020* titled *Sagar Tanwar and Ors. vs. Suman Sangwan* for **Recovery of Possession of *Third Floor of the Property bearing No. WZ-1A*,** against the Appellant.

3. The **facts in brief** as narrated in the **Plaint**, are that the Defendant/Appellant, Smt. Suman Sangwan was the owner in possession of *Second Floor of Property bearing No.WZ-1A, Village Tatarpur, New Delhi*, having been purchased by her from Mr. Satish Kumar, Plaintiff No. 3, who was the owner of the Property in question and had executed a General Power of Attorney (*for short 'GPA'*) in favour of his son, Mr. Sagar Tanwar, Plaintiff No. 1. It is stated that the Second Floor of the said of the said Property had been sold by the Plaintiff No. 1 to the Defendant *vide* Sale Deed dated 22.03.2012, registered on 18.04.2012.

4. The Defendant/Appellant in second week of August, 2020, requested the Plaintiff No. 1, to allow her to stay on the Third Floor of the Property in question for one month only, as some renovation work was going on her Second-Floor premises. On persistent request, the Plaintiff No. 1 allowed her to stay in the suit Property for one-month, w.e.f. 26.08.2020 to 25.09.2020. On her request, this period was extended till 20.10.2020. It was claimed by the Plaintiffs that the occupation of the Defendant in the Third Floor of the Property in question, was as a licensee.

5. On 21.10.2020, the Plaintiff No. 1 asked the Defendant, to vacate the premises, but she postponed it on one pretext or the other; rather she with the help of her son, Mr. Ashish Sangwan, who is in Delhi Police, started extending threats to the Plaintiff No. 1 and his family, with dire consequences. Since then, the Plaintiffs and their family members, are living in great fear and threat.

6. Since the intention of the Defendant was not *bona fide,* the Plaintiff No. 1 ultimately terminated the oral license, by serving a Legal Notice dated 05.11.2020, which was served on 07.11.2020.

7. The Plaintiffs had further stated that in the month of March, 2020, Smt. Santosh, Plaintiff No.2 faced financial crises and needed instant financial help. The Defendant agreed to help her and gave a total sum of Rs.6,50,000/- from time to time as friendly loan, repayable within 4-5 months. Thereafter, she started pressurizing the Plaintiff No. 2, for executing the Loan Agreement in her favour. The Plaintiff No. 2 had a genuine intention to repay the loan. Though, she did tell the Defendant that there was no need of formal Agreement as she was ready to repay the loan amount within the stipulated time, however, the Defendant started pressurizing the Plaintiff No. 2. Therefore, she agreed to execute the Loan Agreement in favour of the Defendant.

8. On 15.06.2020, the Defendant took Plaintiff No. 2, Smt. Santosh and her husband/Plaintiff No. 3, to the Office of Sub-Registrar, Janakpuri for execution of Loan Agreement. The documents were got prepared by the Defendant, in English and both the Plaintiff Nos. 2 and 3, were unable to understand the contents. The Defendant assured that these documents were only pertaining to the loan amount. In good faith, the Plaintiff No. 2 put her signatures and thumb impression on the documents. The Defendant No. 2 also took the signature of husband of the Plaintiff No. 2, on the documents as a witness. These documents were notarized, on 15.06.2020.

9. The Plaintiffs further claimed that these documents, which she had got executed with *mala fide* intention and oblique motive, were in power and custody of the Defendant. Additionally, the Defendant took the signatures on three blank cheques i.e. two cheques from HDFC Bank and one cheque from Canara Bank, from the Plaintiff No.2, as security for repayment of the Loan Agreement.

10. In September, 2020, the Plaintiff No. 2 approached the Defendant, with cheque of loan amount and requested her to return the Loan Agreement, as well as the cheques. However, the Defendant with *mala fide* intention, asked the Plaintiff No. 2, to keep the amount with herself and return the same at the time of marriage of the son of the Defendant, which was supposed to be solemnized in November, 2020.

11. The Plaintiffs further asserted that from the bare perusal of these documents, it is evident that the Defendant has committed fraud and cheating, by trying to grab the Third Floor Property worth Rs.80,00,000/-, under the garb of Loan Agreement. ***The Defendant has paid only Rs.6,50,000/- and that too, as a friendly loan to the Plaintiff No. 2, who has always been ready and willing to return the loan amount.***

12. The Plaintiff further stated that a frivolous Reply dated 10.11.2020 was sent by the Defendant, to the Legal Notice of the Plaintiff.

13. The Plaintiffs claimed that after the termination/revocation of the license of the Defendant, she had no right to continue in the Property. Therefore, the Plaintiffs filed a *Suit for Recovery of Possession, Permanent Injunction and Mesne Profits* against the Defendant.

14. The **Defendant in her Written Statement**, asserted that the Plaint does not disclose any cause of action and that the Plaintiffs had not approached the Court, with clean hands. It was claimed that the Plaintiff Nos. 1 and 3, are not the owners of the Suit Property. The Suit of the Plaintiff was not maintainable as the alleged contract between the parties, was hit by the provisions of Contract Act and was not enforceable.

15. The Defendant explained that she is running a shop under the name and style of *Safal Mother Dairy* at the Tagore Garden and was known to the Plaintiff No. 2 and her family since a long time. The Plaintiff No. 1 sold the Second Floor of the Suit Property to the Defendant in 2012 *through a Registered Sale Deed,* after which, the Defendant and her family, shifted to the Second Floor of the Property in question.

16. It was further claimed that the Plaintiffs and the family members gathered trust of the Defendant and her family members. *The property in question (Third Floor) is claimed to be initially in the name of the Plaintiff No. 3, who thereafter, gifted it to the Plaintiff No. 1, in the year 2012.*

17. The Defendant further asserted that in the year 2016, the Plaintiff No. 1 transferred the Third Floor of the Property in question, *in favour of the Plaintiff No. 2.*

18. The further case of the Defendant is that on various occasions, the Plaintiffs approached the ***Defendant for a friendly loan of Rs.5,00,000/-,*** which was transferred by the Defendant, through the Account of her son, her husband and her daughter, into the account of the Plaintiff No. 2. The loan was promised to be repaid by *15.06.2020,* but instead of repaying, the Plaintiffs started demanding more money from the Defendant.

19. Initially, **the husband of the Defendant**, refused to assist the Plaintiffs, but it was agreed that *an Agreement can be executed between the Defendant and the Plaintiff No. 2, with regard to the borrowed amount* and also promised to give the physical vacant possession of the Third Floor, to the Defendant, which was agreed by the Defendant and family members.

20. Two Agreements i.e. one *Loan Agreement* and the other *Bayana* Agreement, were executed. It was committed by the Plaintiffs that in case she is unable to pay back the borrowed amount by 15.06.2020, then she would register a Sale Deed for the Third Floor in favour of the Defendant, of which physical vacant possession had already been handed over to the Defendant.

21. Believing and trusting the Plaintiffs, the Defendant executed the documents dated 15.06.2020 and an amount of Rs.3,00,000/- was also transferred to the account of the Plaintiff No. 2 and possession of the Third Floor was handed over to the Defendant.

22. The Defendant further asserted that the Plaintiffs took another amount of Rs.90,000/- in cash from the Defendant and the Loan Agreement stood cancelled, as the Plaintiff was unable to repay the borrowed amount.

23. Hence, the *Bayana* Agreement subsisted and the Defendant decided to proceed with the said Agreement. As per the said Agreement, the total sale consideration of the Third Floor, was agreed to be Rs.18,00,000/-. The Defendant asserted that on 21.08.2020, the Plaintiffs took an additional amount of Rs.5,00,000/-; and on 26.08.2020, an amount of Rs.50,000/- in cash, were handed over to the Plaintiff No. 2. In all, *the Plaintiff Nos. 2 and 3 received Rs.9,90,000/- from the Defendant.*

24. It was further agreed that at the time of execution of Sale Deed of the Third Floor in favour of the Defendant, the remaining amount of Rs.8,10,000/-, shall be paid by the Plaintiff No. 2. The Registration of the Sale Deed, was to be effected on 14.11.2020, but in between the Plaintiff

No. 2 in collusion with Plaintiff No. 1, sent the Legal Notice dated 05.11.2020, to the Defendant with an intent to grab her hard-earned money.

25. The Defendant gave her *Reply-cum-Legal Notice dated 17.11.2020*, in which it was claimed that the Defendant was still ready to pay the balance amount of Rs.8,10,000/- for execution of the Sale Deed.

26. The Defendant has already filed a *Civil Suit for Specific Performance*, which is pending before the learned ADJ, Delhi.

27. An Application under **Order XII Rule 6 CPC, was filed on behalf of the Plaintiffs, seeking the Judgment on admissions.**

28. The **learned Additional District Judge *vide* the impugned Order dated 18.05.2023** observed that the Defendant in her Written Statement, had made a material admission that the *Plaintiff No. 2 was the owner of the Suit Property and Defendant had been put in possession by the Plaintiffs*. It was held that there was no triable issue in regard to the Recovery of Possession and thereby, passed a decree of possession in respect of the Third Floor/Suit Property and also restrained the Defendant from parting with the possession of the Suit Property to anyone till the time, she is able to establish her ownership rights over the same.

29. However, the Suit is pending for the determination of **Mesne Profits and Damages** for the alleged illegal possession of the Defendant, in the Third Floor of the Property in question.

30. **Aggrieved by the impugned Order, the present Appeal has been preferred wherein the main grounds of challenge** are that the Defendant is not an unauthorised occupant in the Suit premises, but is in lawful possession and occupation, pursuant to an Agreement to Sell that was executed in her favour. It is claimed that there was no admission on the part of the Defendant, on the basis of which the Application under Order XII Rule 6 CPC, could be allowed. The Suit for Specific Performance has already been filed by the Defendant, which is pending trial.

31. Reliance is placed on *Karan Kapoor vs. Madhuri Kumar,* Civil Appeal No. 4545/2022, arising out of SLP (Civil) No. 13800/2021, decided on 06.07.2022 and *Jeevan Diesels and Electronics Ltd. vs. Jasbir Singh Chadha, (HUF)*, 2010 AIR (SC) 1890.

32. *Hence, a prayer is made that the impugned Judgment on admissions, be set-aside.*

Submissions heard and the record perused.

33. From the pleadings of the parties as reproduced above in detail, it emerges that the Plaintiff No. 3, Mr. Satish Kumar was the owner of the Property in question in respect of which, he had executed a GPA, in favour of Plaintiff No. 1, Mr. Sagar Tanwar, his son. It is also admitted by the Defendant that she had purchased the Second Floor of the Property from the Plaintiff No. 1, who as attorney of Plaintiff no. 3, had executed sale deed in favour of the Defendant/Appellant.

34. The Defendant further stated in her Written Statement that the Plaintiff No. 2 had taken a loan of Rs.5,00,000/- and certain amount thereafter, which she undertook to pay by 15.06.2020. Plaintiff No.2 also agreed that in case she was unable to pay back the borrowed amount, she would hand over the physical possession of the Third Floor, to the Defendant. Consequently, two Agreements i.e. *Loan Agreement* and *Bayana* Agreement, were executed with the Undertaking to return the money by 15.06.2020. However, the Plaintiff No.2 was unable to pay the Loan amount. Instead, on the said date, an additional amount of Rs.3,00,000/- was transferred in the account of Plaintiff No. 2, who handed over the possession of the Property, to the Defendant.

35. It was further submitted that further amount was taken by Plaintiff No.2 and in all, Rs.9,90,000/- had been paid to her. Consequently, the Loan Agreement came to an end; instead the *Agreement to Sell* was agreed to be implemented.

36. The Plaintiff No. 2 undertook to execute the Sale Deed on payment of remaining balance amount of Rs.8,10,000/- in favour of the Defendant, which she, however, later declined to do.

37. ***What emerges*** from the averments of the Defendant/Appellant in her Written Statement is that admittedly, certain amounts as loan, had been taken by the Plaintiff No. 2, but when she was unable to pay the same till 15.06.2020, two documents i.e. the *Bayana* and the *Loan Agreement* got executed. However, because the loan was not paid, the *Bayana* Receipt became valid and the possession of the Third Floor, was handed over to her. She claimed that she came into possession of the Third Floor by virtue of the *Bayana* Receipt and Agreement to Sell and not as a licensee.

38. Pertinently, it is the case of the Defendant/Appellant herself that Plaintiff No.2 had taken loan of Rs.5,00,000/- and certain amounts thereafter, which she undertook to pay by 15.06.2020. The Appellant has relied on Loan Agreement dated 15.06.2020, wherein there is no mention of this earlier Loan amount of Rs.5,00,000/-, but it is mentioned that interest-free loan of Rs.7,00,000/- had been granted through cheque / cash / IMPS / NEFT for a period of 09 (Nine) months.

39. The relevant paras of the **Loan Agreement dated 15.06.2020 reads as under:**

"LOAN AGREEMENT

WHEREAS, the Borrower is in need of funds and has therefore approached the Lender to grant them an interest-free loan of Rs. 7,00,000/- (Rupees Seven Lakh Only) by cheque/cash/IMPS/NEFT for a period of 09 (Nine) months, the details of which are given below:

Sl No.	Cheque No.	Amount	Drawn on Bank
1.	146964	3,00,000/-	Axis Bank Ltd on 12/06/2020
2.	Tran ID 2633776570 of Rs. 50,000/- on Dated 20/05/2020.		
3.	Tran ID 2527659914 of Rs. 20,000/- on Dated 07/04/2020		
4.	Trans. made of Rs. 50,000 on 13/6		
5.	Trans. made of Rs. 50,000 on 15/6		
6.	Trans. made of Rs. 50,000 on 16/6		
7.	Trans. made of Rs. 50,000 on 16/6		
8.	Trans. made of Rs. 50,000 on 17/6		
9.	Trans. made of Rs. 50,000 on 18/6		
10.	Balance 1 lac will be paid on or before 28/6		

…

2. *The said loan is required by the borrower for a period of 05 (Five) Months,* ***commencing from 15/06/2020 and terminating on 14/11/2020****.*

3. *The Borrower hereby agrees and undertakes to repay the loan amount of Rs. 7,00,000/- (Rupees Seven Lakh Only) within the aforesaid period of* ***05 (Five) months*** *and gives her personal guarantee by issuing a security post-dated cheque bearing No. 000002 drawn on HDFC Bank Ltd., Paschim Vihar Branch, New Delhi, for the said amount.*

4. *That in the event the Borrower fails to refund the said loan amount within the stipulated period, the Lender shall be entitled to recover the loan amount through due process of law. The Borrower shall not raise any objection to such recovery proceedings and shall fully cooperate with the Lender. All legal expenses, including court fees and other related costs, shall be borne and paid by the Borrower.*

…"

40. Thus, from perusal of this Loan Agreement, it is evident that loan amounts were given between 07.04.2020 and 18.06.2020 and Rs.7,00,000/- had not been taken prior to 15.06.2020. Defendant/Appellant had claimed that the loan amounts totalling to Rs.5,00,000/- had been taken by the Respondent which was transferred by the Defendant, through the Account of her son, her husband and her daughter, into the account of the Plaintiff No. 2. The plaintiff had undertaken to repay by June, 2020.

41. Loan Agreement dated 15.06.2020, is in sharp contradiction, to her averments that ***Defendant for a friendly loan of Rs.5,00,000/-***. Evidently this Loan Agreement is dated 15.06.2020, but four entries of amount Rs.50,000/- each are after 15.06.2020, i.e. two on 16.06.2020, one on 17.06.2020 and one on 18.06.2020, and it is mentioned ***that balance Rs.1,00,000/- shall be paid on or before 28.06.2020***.

42. *Interestingly, as per this loan Agreement, only Rs. 50,000/ were transferred on 20.05.2020 and Rs. 20,000/- on 07.04.2020, i.e. before the date of execution of Loan Agreement dated 15.06.2020.* Moreover, these amounts have been filled in pen.

43. Furthermore, even if the Appellant's contention is accepted that there was some loan of Rs.5,00,000/- given prior to 15.06.2020, (though the Plaintiff No.2 asserted that she had taken Rs.6,50,000/- as loan), the Defendant claimed that the loan was undertaken to be paid by 15.06.2020 and since it was not paid, two documents, i.e. Loan Agreement and *Bayana* / Agreement to Sell & Purchase, both dated 15.06.2020 were executed, which are in sharp contrast to each other.

44. As per Loan Agreement, only Rs.6,00,000/- had been given between 07.04.2020 and 15.06.2020 and Rs.1,00,000/- was yet to be paid, which belies the case of the Defendant/Appellant that loan of Rs.7,00,000/- had been taken, as mentioned in the Loan Agreement dated 15.06.2020.

45. In the second paragraph, it has been stated that loan was to be re-paid in five months, i.e. before 14.11.2020 i.e. after five months. Recitals in the

Loan Agreement itself show that it did not reflect the correct transaction between the Parties.

46. Furthermore, the *Bayana* / Agreement to Sell & Purchase dated 15.06.2020 is claimed to have become applicable, since Plaintiff had failed to pay the loan amount. Pertinently, the date of payment of loan amount was ***14.11.2020***, which was yet to come. The relevant clauses of the said *Bayana* / Agreement to Sell reads as under:

> ***"BAYANA / AGREEMENT TO SELL & PURCHASE***
>
> ***2.*** *That the First Party has today received a sum of Rs. 7,00,000/- (Rupees Seven Lakh Only) in cash/cheque/NEFT/IMPS as advance/earnest money towards the sale consideration of the said property from the Second Party, the receipt of which is hereby duly admitted and acknowledged by the First Party.*
>
> ***3.*** *That the balance sale consideration of Rs. 11,00,000/- (Rupees Eleven Lakh Only) shall be paid by the Second Party to the First Party within Five (05) months (w.e.f. 15/06/2020 to 14/11/2020) from the date of execution of this Agreement, at the time of execution and registration of the Sale Deed(s) in favour of the Second Party or his nominee(s).*
>
> ***5.*** *That in case the Second Party fails to get the Sale Deed executed and registered within the stipulated period, the earnest money so paid shall stand forfeited in favour of the First Party.*
>
> ***6.*** *That the actual physical vacant possession of the said property has been delivered by the First Party to the Second Party at the spot at the time of signing of this Agreement.*
>
> ***7.*** *That it has been made clear and agreed between the Parties that if the Second Party makes any part payment before the last date of full and final payment, then in such case, the First Party shall be bound to execute the Sale Deed or any other relevant documents in favour of the Second Party or their nominee(s) in proportion to the amount so received.*
>
> *However, the aforesaid earnest money of Rs. 7,00,000/- (Rupees Seven Lakh Only) shall be adjusted at the time of full and final payment."*

47. A Bayana Receipt dated 15.06.2020, was also executed, which reads as under:

PAYMENT RECEIPT

Received with thanks a sum of Rs.7,00,000/- (Rupees Seven Lakh only) details are given below as a advance/biyana payment from Smt. Suman Sangwan wife of Shri Sombir Sangwan resident of WZ-1A, IInd Floor, Titarpur, New Delhi-110027 for the sale proceed of possession of built-up property bearing Plot No.WZ-1 [New No.1A], with Third Floor's roof/terrace rights of the land underneath, admeasuring 108 sq. yds. i.e. out of Khasra No.26, situated in the revenue estate of Village Tatarpur, Delhi State Delhi-110027 under the freehold rights of the land under the said property. (hereinafter called the property).

Sl. No.	Particulars
1.	Ref No..
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	Ch. No.146964 Drawn on Axis Bank Ltd. Of Rs.3,00,000/- on Date 12/06/2020.

In Witnesses whereof, I the executants have signed this receipt at Delhi on this 15/06/2020, the presence of the following witnesses :

WITNESSES :

EXECUTANT

1.

Smt. Santosh wife of Shri satish Kumar Tanwar resident of WZ-1A, Tatarpur, New Delhi-110027.

2.

48. It is pertinent to observe that, according to the averments made in the Written Statement, Rs.3,00,000/- got paid by way of cheque dated 15.06.2020, which is mentioned in the Payment Receipt, which is annexed with *Bayana/Agreement* and indicates that sum of Rs.7,00,000/- has been received from Plaintiff, but in the details of particulars there is only mention of a cheque of Rs.3,00,000/- dated 12.06.2020. This cheque is also mentioned in Loan Agreement dated 15.06.2020, as part of loan of Rs.7,00,000/-.

49. Furthermore, Appellant in ***Written Statement*** had stated that Plaintiff had taken additional amount of Rs.5,00,000/- on 26.08.2020 and Rs.50,000/- in cash, thereby making the loan amount as Rs.9,90,000/-. *All these assertions made are totally in contradiction to the documents, on which Appellant has relied.*

50. Pertinently, it is the case of the Defendant herself that the documents had been created as a proof of the loan, which had been admittedly taken by the Plaintiff No. 2. From the admissions of Defendant herself, it is evident that it was the loan transaction, which got witnessed by the Loan Agreement, according to which the loan was payable till 14.11.2020. The Agreement to sell, was to be invoked only if the Plaintiff failed to discharge the Loan Liability, though there is no such recital in the Agreement to Sell.

51. The Suit was filed on 27.11.2020, to seek the possession claiming that the Defendant had entered into the Suit Property with the permission of the Plaintiffs, as a licencee and only if the loan was not paid till 14.11.2020 i.e. after five months, would the Agreement to Sell dated 15.06.2020 be invoked and the loan amount would be adjusted towards the Sale consideration.

52. There were unequivocal admissions showing that the Defendant had been inducted in the Third Floor Property by the Plaintiffs, in lieu of the loan amounts taken by Plaintiff No.2.

53. Pertinently, even if it is accepted that the Defendant had taken Possession pursuant to the *Bayana* Receipt, but it is not a registered document which can create any kind of right in the immovable Property, under Section 17 of the Registration Act, 1908. The Defendant cannot seek protection of her Possession, under Section 53A Transfer of Property Act, on its basis.

54. In the case of *Prashant Goyal vs. Indranil Wadhwa,* 2020:DHC:3243 it was held as under:

> *"**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."***

55. Furthermore, the Appellant has placed reliance on *Karan Kapoor,* (supra) where the Defendant had admitted having been inducted as a tenant, but had put up a defence of Agreement to Sell, to protect her Possession. It was in this context, that it was held that there was a full-fledged defence which needed a trial and that such Suit could not have been decreed, under Order XII Rule 6 CPC.

56. However, *the facts in the present case*, facts are completely distinguishable as the Defendant/Appellant herself has admitted that the documents executed pertained to the loan, which was admittedly taken by the Plaintiff No. 2, which she was not able to pay. The Defendant had come into possession, consequent to the Loan Agreement. *The Judgment is, therefore, not applicable to the facts in case.*

57. The claim of the Defendant that there is a *Bayana* Receipt or an Agreement that in the given situation, the Plaintiff No. 2 shall execute the Sale Deed in favour of the Defendant, are the subject matter of a separate *Suit for Specific Performance,* already filed by the Defendant. The Defendant, **is at liberty to prove that** that the Appellant had paid Rs.9,90,000/- in cash, *and* **that an Agreement to Sell** was duly executed and that she is entitled to get the Sale Deed executed in respect of the Third Floor.

58. Another significant aspect is that Plaintiff No.2 is not the owner of the property and could not have entered into any Agreement to Sell the Third Floor/Suit property. The owner of the property is Plaintiff No.3 who had given a power of attorney to his son, Plaintiff No.1, who had admittedly executed the Sale Deed for the second Floor, in favour of the Defendant.

59. Though the Defendant has made a bald assertion that Plaintiff No.2 became the owner, but from the admissions, it is evident that Plaintiff No.2 is not the owner and could not have entered into the Agreement to Sell, in respect of the third floor. The possession of Defendant, is admittedly pursuant to the Loan Agreement, which stood terminated when the Plaintiff filed the Suit for Possession.

60. Also, even if there are no admissions, *then too, judgment can be straightaway passed under Order XIV Rule 1(6) CPC.*

61. There is no infirmity in the Order of the learned Trial Court. The Appeal is hereby, **dismissed** and disposed of accordingly.

62. Pending Application, if any, also stands disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

FEBRUARY 9, 2026/RS