



2026:DHC:3761



* IN THE HIGH COURT OF DELHI AT NEW DELHI
% *Reserved on: 17th February, 2026*
+ *Pronounced on: 04th May, 2026*

RFA 480/2022

RADHA AGGARWAL

W/o Sh. Anoop Kumar Aggarwal
R/o C-8/16, Model Town-III,
Delhi-110009.

....Appellant

Through: Ms. Sana Ansari and Mr. I Ahmed,
Advocates

VERSUS

RAKESH DUTTA

S/o Late Sh. Gurudev Dutta
R/o 2000, Katra Lachhu Singh,
Fountain, Delhi-110006.

....Respondent

Through: Mr. JK Bhola, Ms. Muskan Bhola, Mr.
Siddhant Saraswat, Advocates

+ **RFA 489/2022 & CM APPL. 44134/2022**

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CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The aforesaid two ***Regular First Appeals*** under *Section 96 read with Order XLI Rule 1 of the Code of Civil Procedure, 1908 (Hereinafter referred to as 'CPC')* have been filed by the ***Appellant*** against the impugned Judgment and Decree dated 23.03.2022 whereby the *Suit of the Plaintiff for recovery of possession has been rejected, as barred under Section 50 of the Delhi Rent Control Act, 1958 (hereinafter referred to as 'DRC Act')*.
2. The ***facts in brief*** are that the Plaintiff filed two separate Suits bearing No. 23/2019 and 24/2019, seeking recovery of possession of two different portions of same property, *vide* separate tenancy. The Plaintiff had explained that the Suit Property was originally owned by Surendra Kumar Sharma who was survived by his wife and children, who had inherited the Property bearing No. 2000 to 2002, Katra Lacchu Singh, Fountain, Chandni Chowk, Delhi. *(hereinafter referred to as the 'Suit Property')*. Smt. Lata Sharma, widow of Surendra Kumar Sharma had executed a registered Sale Deed dated 25.04.1997 on her behalf as well as the other legal heirs on the basis of Power of Attorney, in favour of the Plaintiff, who thus, became the owner of the Suit Property.
3. Late Sh. Gurudev Dutta, father of the Defendant was the tenant under the two separate tenancies, one being in respect of two rooms on the first floor of property bearing No. 2000 to 2002, Katra Lacchu Singh, Fountain, Chandni Chowk, Delhi @ Rs.50/- p.m. and second tenancy in respect of godown premises on first floor of property bearing no. 2000-2002, Katra



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Lachhu Singh, Fountain, Chandni Chowk, Delhi @Rs.60/- p.m. After the demise of Gurudev Dutta, Defendant by operation of law became the tenant under the Plaintiff.

4. The Plaintiff sought the permission from Competent Authority Slum for initiating eviction proceedings against the Defendant. The permission was granted, after which the Plaintiff filed an *Eviction Petitions bearing No. E-465/17 and E-466/17 under Section 14(1)(a) DRC Act on the ground that the Defendant had failed to pay or tender the arrears of rent.*

5. The Defendant in the Eviction Petition, filed a Written Statement denying the ownership of the Plaintiff in respect of the Suit Premises and thereby denying the relationship of landlord and tenant. *The Plaintiff asserted that such denial resulted in the forfeiture of status of tenant, and the protection under DRC Act also came to an end.* Therefore, the Plaintiff withdrew the Eviction Petitions under DRC Act on 16.01.2020.

6. The Plaintiff then filed *the present Suit for recovery of possession and user and occupation charges.* It was asserted that by denial of the Defendant of the status of the Plaintiff as an owner, there is no relationship of landlord and tenant. The Defendant has become the unauthorised occupant and the Plaintiff is entitled to recovery of possession and to the damages.

7. **Both the Suits were contested by the Defendant who took the plea** that the Plaintiff in the suit has taken a contradictory stand from the earlier averments made in the Eviction Petition wherein he had claimed that Defendant was a tenant at monthly rent of Rs.50-60/- p.m. In the present Suit, he is denying the *relationship of landlord and tenant*, to assert that the Suit for possession is maintainable.

8. The Defendant claimed that he never denied his tenancy in the Suit



Property, but had specifically admitted his tenancy under the previous owner. The Defendant never denounced his tenancy and *had throughout admitted his status as that of a tenant.*

9. However, in the earlier proceedings, neither Letter of Allotment nor copies of alleged Sale Deed were provided by the Plaintiff/Appellant to the Defendant, on the basis of which he was claiming the transfer of ownership in his favour. It is on account of earlier incomplete documents of ownership supplied without particulars of registration, etc., that the Defendant was unable to verify the authenticity of the documents in favour of the Plaintiff.

10. It is only in the present Suit that the Plaintiff has disclosed the particulars of the Sale Deed and thus, there is no question of Defendant denying the landlord and tenant relationship. The conduct of the Plaintiff reflects that he has been indulging in forum shopping. ***The Suit is barred under Section 50 DRC Act.***

11. Moreover, it was asserted that from the averments made in the plaint, the Suit was also barred under ***Section 65 Limitation Act*** since according to the Plaintiff, Defendant was in unauthorised possession and was a rank trespasser. The Plaintiff was claiming the title in the property since 1997 and the Suit for possession ought to have been filed within 12 years from the date when the Plaintiff treated the Defendant as trespasser. The Suit has been filed belatedly and is ***barred by Limitation.***

12. It was also claimed that the Suit did not disclose any cause of action. The dismissal of the Suit for possession was thus, sought by the Defendant.

13. **The Preliminary issue was framed** on 11.03.2020, as under:

“1. Whether the suit is barred under Section 50 of The Delhi Rent Control Act, 1958? OPD”



14. The learned District Judge considered the rival contention of the parties and held that consistently the Defendant/Respondent had not denied his status in the Suit Property as that of a tenant. He had merely sought information regarding the title of landlord, to protect himself from eviction in keeping with the language of Rent Control Statute and thus, he cannot be held to have disclaimed the landlord's title.

15. There was no forfeiture of tenancy in terms of Section 111(g) of the Transfer of Property Act, 1882 (*hereinafter referred to as the "TPA"*). The Suit was held to be **barred under Section 50 DRC Act** and the **plaint was accordingly rejected.**

16. Aggrieved by the said judgment, **present Appeals have been preferred.**

17. The *grounds of challenge* are that the impugned judgment is contrary to law and facts, as they emanate from the records. It has not been appreciated that the Appellant was the owner having purchased the property through registered Sale Deed and all the documents including the Sale Deed had already been supplied to the Defendant. The Respondent has not denied that the LRs of erstwhile owner of the property, had sold it to the Appellant. *The Respondent, therefore, could not have denied the title of the Appellant.*

18. The tenant being a tenant forever, cannot deny the title of the owner who had purchased the Suit Property from the erstwhile owner. The Appellant had become the absolute owner, whereas the Respondent had denied the tenancy and refused to accept the Appellant as the landlord and therefore, the Suit for possession was maintainable. It has not been appreciated that by denial of tenancy under the Appellant, the Respondent



lost the protection under Delhi Rent Control Act and as such, became an illegal and unauthorized occupant in the Suit Premises. Therefore, the Suit of the Plaintiff for possession was maintainable.

19. It is claimed that the *learned Trial Court has erroneously held* the Suit to be barred under Section 50 DRC Act, by deviating from the facts of the case and without appreciating the principles of law. It has been overlooked that Respondent has no right, title or interest, to challenge the ownership of the Appellant in the Suit Property. Therefore, the impugned judgment is liable to be set aside and the Suit of the Plaintiff be restored for trial in accordance with law.

20. The **learned Counsel for the Respondent** submitted that the Respondent had never denied the ownership of the original owner and his status as the tenant in the Suit Premises. However, he had merely questioned the attornment for want of complete documents being produced by the Plaintiff/Appellant.

21. The learned District Judge has rightly relied upon the judgment of M/s Narang Medicine Company v. Swaran Lata Agarwal and Another in RFA (OS) 135 of 2015 and on Bismillah Be (Dead) by Legal Representatives v. Majeed Shah (2017)2 SCC 274 to hold that there was no denial of the relationship of landlord and tenant and the Suit has been rightly rejected.

Submissions heard and record perused.

22. The Respondent is admittedly a tenant in the Suit Premises since prior to 1997 under the erstwhile owner Sh. Surendra Kumar Sharma and had not denied that he continues to be the tenant in the Suit Premises till date, on the rent @ Rs.50-60/- p.m.

23. An Eviction Petition got filed against the Respondent in 2017 by the



Appellant for seeking possession, wherein also the Respondent while admitting being the tenant under the erstwhile owner, claimed that the Plaintiff/Appellant was asserting to be the subsequent owner having purchased the property through Sale Deed dated 25.04.1997, *but he denied the status of the Plaintiff/Appellant as a owner/landlord of the Suit Property.*

24. While it is not in dispute that the Defendant had moved an Application under Order VI Rule 17 CPC before the learned ARC, but while the same was pending consideration, the Counsel for the Appellant/Plaintiff in his own wisdom, sought to withdraw the Eviction Petition. *There was neither any finding nor any observation that the Eviction Petition was being withdrawn as there was a denial of relationship of landlord and tenant, whereby the tenant forfeited his tenancy under Section 111(g) TPA.*

25. The Plaintiff had thereafter, filed the Suit for possession on the premise that the tenancy stood forfeited under Section 111(g) TPA, but the learned District Judge noticed that there was no forfeiture and thus, rejected the Suit since the tenancy was protected under Section 50 DRC Act.

26. The sole question for consideration is: ***whether indeed there was any forfeiture of tenancy in terms of Section 111(g) TPA.*** For better understanding of Section 111(g) TPA which deals with determination of Lease and provides for circumstances in which the lease of immovable property gets determined, is reproduced as under:

“S.111 Determination of lease:

[.....](g) by forfeiture; that is to say, (1) in case the lessee breaks an express condition which provides that, on breach thereof, the lessor may re-enter 1 ***; or (2) in case the lessee renounces his character as such by setting up a title in a third person or by claiming title in himself; 2[or (3) the lessee is



adjudicated an insolvent and the lease provides that the lessor may re-enter on the happening of such event]; and in 1[any of these cases] the lessor or his transferee 2[gives notice in writing to the lessee of] his intention to determine the lease. [...]"

27. In Mohammad Amir Ahmad Khan vs. Municipal Board of Sitapur and Ors., MANU/SC/0326/1964, while making a reference to the case of Maharaja of Jeypore vs. Rukmini Pattamahadevi, AIR 1919 PC 1, the Apex Court observed that it was clear law that permanent tenancies are within the rule and are liable to forfeiture, if there is a disclaimer of tenancy or denial of the landlord's title. This disclaimer of repudiation of landlord's title, must be clear and unequivocal and made to the knowledge of the landlord. It was further observed that where there is a disclaimer of tenancy and repudiation of landlord's title, it would amount to forfeiture of relationship of landlord and tenant.

28. Likewise, in the case of Hatimullah and Ors. vs. Mahamad Arju Choudhury 113 Ind. Cas. 13, this aspect was further explained by observing that where the tenant denies the Plaintiff's title to recover rent on the bona fide ground of seeking information of such title or having such title established in a Court of law in order to protect himself, he cannot be charged with disclaiming the Plaintiff's title. But, where the disclaimer is done not with this object, but with expressed repudiation of tenancy under the Plaintiff, it would operate as forfeiture.

29. Similarly, in the case of Guru Amarjit Singh vs. Rattan Chand and Ors., AIR 1994 SC 227, it was again held that the tenant, by repudiation of the relationship of landlord-tenant, exposes himself to the risk of forfeiting his lease and giving a right to the lessor to determine the



lease.*The repudiation, however, must be clear and unequivocal and anterior to the issuance of the notice determining the lease. Where there was an unequivocal admission of the earlier relationship of landlord-tenant, but denial in the subsequent litigation, the tenant forfeits its right to lease.*

30. Certain State tenancy laws provide denial of title of landlord, as a ground for eviction, in which case the remedy for the landlord is to approach under Rent Law, but where there is no such provision in Rent Act as in Delhi, the only remedy remains under the general civil law, to which the *Transfer of Property Act, 1882* is applicable.

31. The Supreme Court in Majati Subbarao vs. P.V.K. Krishna Rao (Deceased) by Lrs. AIR 1989 SC 2187, wherein the principle of forfeiture, as defined in the decision of the Apex Court in Kundan Mal vs. Gurudutta, JT 1989 (1) SC 147, was fully endorsed. It was further noted that where there is a provision under the Rent Act for eviction on the ground of repudiation of the title, then the remedy with the landlord is only to approach under the Rent Act, as was the case in Rajasthan Rent Law.

32. In the case of Arjunlal Bhatt Mall Gothani and Ors. vs. Girish Chandra Dutta and Ors., AIR 1973 SC 2256, similar plea of having acquired ownership by virtue of documents of purchase was raised by the tenant, who further claimed that because of this Agreement, the old relationship of landlord and tenant, had come to an end. It was held that the rights of the parties had to be worked out, on the basis of this subsequent Agreement. **It was obvious that when such Agreements stood cancelled, the landlord would automatically be entitled to possession, under the terms of the Agreement.**



33. In this context, it would be pertinent to refer to the case of Bismillah Be(supra) wherein it was observed that the law relating to derivative title of the landlord and challenge, if made, to such title by the tenant during subsistence of tenancy in relation to demised premises, is well settled. By virtue of Section 116 of the Evidence Act, the tenant is estopped from challenging the title of the landlord during the subsistence of the tenancy. Yet, the tenant is entitled to question the derivative title of an Assignee/Vendee of the original owner in a Suit of eviction between the parties. It was explained that right of the tenant was subject to one caveat that the tenant has not attorned to the subsequent owner. In other words, if the tenant/lessee pays the rent to the Assignee/Vendee of the tenanted premises then it results in attornment between the parties which, in turn, deprives the tenant/lessee to challenge the derivative title of an Assignee/Vendee.

34. In this context, it is also relevant to refer to M/s Narang Medicine Company(supra) wherein this concept was explained to observe that there is an implied condition in every lease that the tenant cannot expressly or impliedly deny the landlord's title or prejudice that title by doing an act which is inconsistent with the existence of tenancy. *However, a mere non-acceptance of title as distinct from denial of a title, may or may not amount to plea of disclaimer and the plea of the lessee has to be examined carefully.*

35. In terms of Section 111(g) TPA, it is therefore, evident that *where there is a repudiation of the title of the landlord or of the tenant, the tenancy stands repudiated.*

36. In the present case, it is absolutely evident from the pleadings that the Defendant/Respondent in the Written Statement had admitted his tenancy



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under the erstwhile owner and had further admitted that he continued to be a tenant in the Suit Premises. He merely questioned the title of the owner of being unaware of him having purchased the property through a Sale Deed from the erstwhile owner.

37. It has been rightly pointed out by the Counsel for the Respondent that it is not the relationship of landlord and tenant that was repudiated nor was the title of ownership of the Plaintiff/Appellant denied, but the only challenge was to the attornment since the Defendant did not have complete requisite documents reflecting the purchase of the property by the Plaintiff.

38. It is, therefore, explicit that it is *only a complete denial of the title of the landlord or of tenancy and consequently the relationship of landlord and tenant, which would tantamount to forfeiture of tenancy in terms of Section 111(g) TPA*. In the present case, the Defendant neither denied the tenancy nor the ownership of erstwhile owner, *but merely questioned the attornment or as according to him, the complete documents of purchase of Suit Property had not been produced by the Appellant*.

39. In these circumstances, the learned ADJ had rightly concluded that there was no absolute denial of relationship of landlord and tenant *inter se* the parties and it was not a case of forfeiture of tenancy, under Section 111(g) TPA.

40. There is **no merit** in the present Appeals, which are hereby **dismissed**. Pending Applications, if any, also stands **disposed** of.

(NEENA BANSAL KRISHNA)
JUDGE

MAY 04, 2026

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