



2026:DHC:3527



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

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Reserved on: 19th February, 2026

Pronounced on: 27th April 2026

+ **RFA 556/2025, CM. APPL. 37087/2025 (Stay), CM. APPL. 37088/2025 (Exemption), CM. APPL. 37089/2025 (Exemption), CM. APPL. 37090/2025 (Leave to Pay), CM. APPL. 76860/2025 (Placing on Record), CM. APPL. 77041/2025 (Exemption), CM. APPL. 80296/2025 (Vacation), CM. APPL. 11470/2026 (Leave to Appeal), CM APPL. 11471/2026 (Additional Facts)**

SMT CHETNA SIKDAR

W/o Sh. Kingsuk Sikdar

R/o 52/10, Ground Floor,

Chittaranjan Park, New Delhi-110019

.....Appellant

Through: Mr. Abhinav Sharma, and Mr.
Ujjawal Jain, Advocates.

versus

VINOD KUMAR MEHTA

S/o Sh. Chander Shekhar Mehta

R/o 76-B, Pocket-F, Gangotri Enclave,

Alaknanda, New Delhi-110019

.....Respondent

Through: Ms. Jaya Goyal and Ms. Manpreet
Kaur, Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. Appeal under *Section 96* read with *Order 41 Rule 1* and *Section 151* of the *Code of Civil Procedure, 1908* (hereinafter referred to as 'CPC') has



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been filed on behalf of the Appellant against the Order and *Judgment dated 28.05.2025* whereby the learned District Judge-02, New Delhi, has *decreed the Suit of the Plaintiff / Respondent, Mr. Vinod Kumar Mehta, for Recovery of Possession of the Suit Property, under Order XII Rule 6 CPC.*

2. The Plaintiffs / Respondent *filed a Civil Suit bearing DJ CS No. 3287/2024 for Possession, Recovery of Arrears of Rent and mesne profits along with pendente lite and future interest and Permanent Injunction.*

3. The **facts in brief** as narrated in the Complaint, are that the erstwhile owners i.e. Mr. Prabir Barua and Smt. Kana Barua, had let out the Ground Floor of the Suit Property to the Defendant, Ms. Chetna Sikdar/Appellant *vide Lease Deed dated 19.05.2023*, on a monthly rent of Rs.27,000/-, for a period of 11 months, exclusive of electricity, water and common service charges of the society. Clause 10 of the Lease Deed provided for payment of Rs.2,000/- per day as damages, if the Defendant failed to vacate the Property on the expiry of the Lease along with the monthly rent. The Defendant had paid a refundable security of Rs.27,000/- to the Plaintiffs. The Lease commenced from 19.05.2023 and expired on 18.04.2024 by efflux of time.

4. The plaintiff asserted that after a few months of commencement of the Lease, the Defendants stopped paying rent since November, 2023, to the erstwhile owners, despite repeated requests and demands. After the expiry of the Lease on 18.04.2024, the Defendant was under the obligation to vacate the Suit Property.

5. The respondents purchased the suit property from the erstwhile owners i.e. Mr. Prabir Barua and Smt. Kana Barua through registered documents, namely, registered Agreement to Sell, registered GPA, registered Will, all dated 27.08.2024. They stepped into the shoes of the



erstwhile owner and became the exclusive owners and landlords of the Suit Property.

6. The Legal Notice dated 29.08.2024, was served upon the Defendant informing her that the demised premises has been sold and transferred and Plaintiff No.1, Mr. Vinod Kumar, has been authorised to collect the arrears of rent and mesne profits, from the Defendants.

7. The appellant was called upon to pay the arrears of rent and damages, totalling to Rs.6,17,249/- until 15.09.2024, which she failed to pay. The Defendant was claimed to be an unauthorised occupant w.e.f. 19.08.2024.

8. The *Plaintiffs thus, filed a Suit for Recovery of Possession, recovery of Arrears of Rent of Rs.3,10,500/- and Damages/Mesne Profits of Rs.3,11,750/- @Rs.2,000/- per day w.e.f. 19.04.2024 till 15.09.2024 aside from water charges and also for Permanent Injunction* for restraining the Defendant from creating third party interest in the Suit Property.

9. The Defendant in her **Written Statement** stated that Mr. Mr. Prabir Barua and Smt. Kana Barua, were the Lessee of DDA. She claimed that in terms of the Perpetual Lease Deed dated **22.08.2025**, she became a sub-Lessee.

10. Mr. Prabir Barua and Ms. Kana Barua under a Lease Deed, were in the contract to equally share the semi, annual rental to the Lessor, to pay cost of maintenance, share the water charges for common water supply and share the cost of reconstruction, as and when commences.

11. It was claimed that the Plaintiffs, were not the owners of the Suit Property. The Plaintiffs do not become owners on the basis of Agreement to Sell, GPA *etc.* The Power of Attorney does not confer any ownership rights



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and thus, it is wrong for the Plaintiffs to claim that they have stepped into the shoes of the erstwhile owners.

12. It was further claimed that the Lease Deed dated 19.05.2023 was not a genuine document and it was not signed by the Defendant and her husband was never a witness to this document.

13. The Defendant further asserted that on 29.08.2024, the Plaintiff No. 1, Mr. Vinod Kumar had approached her for the first time with a Letter, claimed to be signed by Mr. Prabir Barua, asking the Defendant to vacate the premises and also to pay Rs.5,71,624/-, to Plaintiff No. 1. The Letter handed over to her, was neither verifiable nor was it countersigned by any of the Plaintiffs. No calls have been made by Mr. Prabir Barua either immediately preceding the Letter or during the process or thereafter, informing the Defendant about handing over of possession to third parties.

14. The Defendant was informed by the Plaintiffs that the original first party to the contract (*erstwhile owners*), had vacated the premises and the same were now in the possession of the Plaintiff Nos. 1 and 2, who claimed themselves to be the joint owners of the Property.

15. On 30.08.2024, around 9 p.m., the Defendant got a call from PCR, Delhi Police as six labourers were sent to demolish the floor above, which was earlier occupied by the original first party to the contract. A constable of CR Park Police Station, rounded up the labourers and found them to be unauthorised occupants, sent by the Plaintiff No. 2, namely, Mr. Gopal Bhatt, without duly informing the Police Station.

16. The Defendant claimed that she was never contacted by the original first party to the contract, while the Plaintiffs illegally shut the common water pump, blocked the entry to the terrace where the common water tank



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and posted 24-hour guards to bar her entry to the premises. The trees outside the boundary wall were chopped illegally and CCTV cameras were installed, to monitor the Defendant and her family's movements.

17. After numerous complaints to the Police Station and attempts to verify the claims of the Plaintiff Nos. 1 and 2, the Court Summons were served upon the Defendant on 23.09.2024. The Defendant further claimed that there was *no privity of contract between her and the Plaintiffs* and the Suit was liable to be dismissed.

18. Thereafter, an **Application under Order XII Rule 6 CPC** was filed by the Plaintiffs claiming that in the light of the admission of relationship of landlord and tenant, the *Suit for Possession be decreed*. Further relief was claimed under *Order 39 Rule 10 read with Order 15-A CPC* that the Plaintiffs be granted Recovery of Arrears of Rent/occupation charges @Rs.27,000/- per month since the Defendant had not denied having paid rent since November, 2023.

19. The Application was contested by the Defendant essentially on the grounds of there being *no privity of contract* between the parties. The Lease Deed was claimed to be *fraudulent* and that there was *no admission* in regard to the relationship of landlord and tenant or about the liability to pay the rent.

20. The **learned District Judge** referred to the Written Statement and concluded that there was *no denial of relationship of landlord and tenant and the occupation of the Suit Property by the Defendant, was admitted to be as that of a tenant*. Insofar as denial of the locus standi of the Plaintiffs was concerned, it was concluded that on the basis of Agreement to Sell, GPA etc. dated 27.08.2024, the Plaintiffs have stepped into the shoes of the



erstwhile owners and therefore, they had become the landlords in respect of the Suit Property and had the locus to seek the Possession and the arrears of rent/damages and occupation charges. *The Suit of the Plaintiffs, thus was decreed for Possession and Arrears of Rent/Mesne Profits, vide Judgment dated 28.05.2025.*

21. Aggrieved by the Judgment, the **present First Regular Appeal has been filed.**

22. **The grounds of challenge**, are that the decree has been granted to the Respondents without a due process; it not only deprives the Appellant of her right to lawful possession, but also risks the immediate demolition of the Property, as expressly admitted by Respondents' Counsel in the Court on 28.02.2025 in response to the Judge's query regarding their objective behind seeking possession. Such demolition would result in irreparable harm, extinguishing the subject matter of the Suit and rendering any post-facto remedy, ineffective.

23. The case of the Plaintiff was fast-tracked and decreed under *Order 12 Rule 6 CPC*, without adjudication of the Applicant's Application under *Order 7 Rule 11 CPC*. The Appellant has been denied a right to fair trial including an opportunity to lead evidence on contesting issues.

24. The Appellant's submissions having been held to be inadequate and unwarranted in the impugned Order, has prejudiced her right *under Section 32 of the Advocates Act, 1961*, to represent her case as a Party-in-Person. This is particularly grave, in light of the Appellant's decision to appear in person after raising concerns of possible collusion between the former counsel and the Respondents' counsel. Her independent and diligent efforts



to assist the Court were dismissed without due consideration, resulting in denial of effective access to justice.

25. The Appellant claimed that manner in which the case was conducted and the Application under *Order 12 Rule 6 CPC*, was fast-tracked, has resulted in denial of fundamental right under *Articles 14, 21 and 300A of the Constitution of India* including her right to property, right to be heard, and right to a fair and impartial trial.

26. Further, the learned Trial Court erred in accepting an Agreement to Sell, General Power of Attorney, *etc.*, that stood extinguished upon the death of the executor around the time of filing of the Plaint, and the Will has not been probated, despite the elapse of nine months from the death of the alleged testator. It cannot be taken as sufficient proof of ownership and superior title in favour of the Respondents.

27. The Property in question is leasehold land, allotted by the Delhi Development Authority (*for short 'DDA'*) wherein no transfer or mutation, has been sanctioned. It is well settled that GPA/ATS/Will are not valid instruments of transfer, particularly in respect of leasehold properties. The material objections of the Appellant in regard to apparent forgery and procedural irregularities surrounding these documents, has not been considered, resulting in a perverse finding on title unsupported by law or admissible evidence.

28. Reliance has placed on *Suraj Lamp & Industries Pvt. Ltd. vs. State of Haryana*, (2012) 1 SCC 656.

29. The Appellant further asserted that the Respondents have themselves admitted to be the property dealers, with no legal or familial connection to the original lessees. They have sought to assert ownership over the *bona fide*



DDA leasehold plot, by relying on an Agreement to Sell, a General Power of Attorney and an unprobated Will and chain of documents. The learned Trial Court failed to give due consideration to the legal impermissibility of such transactions and a larger public policy concerns they raise, particularly where third-party speculative interests are involved. Reliance is placed on Delhi Development Authority vs. Mrs. Vijaya C. Gurshaney & Anr., decided on 26.08.2003.

30. The Appellant claimed that despite her repeated requests to ascertain the whereabouts of Mr. Prabir Barua and the medical condition of Ms. Kana Barua, the original joint Lessees of the DDA Property, through whom the Respondents had alleged to have derived their rights, no enquiry has been conducted. There is a suspicious timing in execution of the alleged Agreement to Sell, GPA and Will.

31. These concerns were stated in the Application under *Order 7 Rule 11 CPC* and was supported by specific objections regarding the authenticity of the documents. However, the Trial Court failed to consider and enquire into these foundational facts, thereby rendering the decision bad in law.

32. The Appellant's claim to have an equitable share in the Property, based on an Oral Agreement with Mr. and Mrs. Barua, the original Lessees, wherein she was to fulfil specific terms including arranging funds upto 80% of the proposed reconstruction cost through bank loans, was neither adjudicated nor considered by the learned Trial Court. Despite asserting that her possession and investment were made pursuant to this Arrangement, the learned Trial Court failed to examine the existence of this Agreement for reconstruction. The learned Trial Court also declined to implead Mr. and Mrs. Barua as necessary parties, or summon them as crucial witnesses.



33. Reliance is placed on Nanak Builders and Investors Pvt. Ltd. vs. Vinod Kumar Alag, decided on 24.10.1990.

34. The Appellant further asserted that the unexplained disappearance of Mr. Prabir Barua and Mrs. Kana Barua from the premises in August, 2024, without prior notice or any communication to the Appellant, coupled with the fact that they being non-contactable even by the Officers of another Trial Court, raises serious concerns.

35. The Agreement to Sell, etc. dated 27.08.2024, bear their signatures, but Mr. Barua passed away on 08.10.2024 as was later confirmed. This fact of his demise, was not disclosed to the learned Trial Court during the proceedings nor his Will was probated or mutation effected in the DDA records. The learned Trial Court's Decree ordering eviction of the Appellant with one month of the Order dated 28.05.2025 and the payment of rent calculated at the rate of Rs.27,000/- per month from 01.11.2023, is based on a speculative jural relationship, which has not been established either through the evidence or witnesses that should have been called to establish the truth.

36. *The landlord-tenant relationship* has not been examined through cogent evidence. No proper issues have been framed and the disputed questions of fact have been decided, without allowing the matter being put to trial. *The Appellant had categorically denied the existence of tenancy under Mr. and Mrs. Barua or the Respondents* and had challenged the validity and admissibility of the alleged Rent Agreement and Legal Notice, which were both claimed to be forged, unregistered, unverified and not supported by the witnesses.



37. Despite Appellant having taken objections in the Application under *Order 7 Rule 11 CPC* and in the Reply to *Order 12 Rule 6 CPC*, the learned Trial Court failed to conduct even a minimum enquiry for establishing the basic ingredients of contractual or jural relationship between the parties.

38. Reliance is placed on *Karam Kapahi & Ors. vs. M/s Lal Chand Public Charitable Trust*, (2010) 4 SCC 753 and *Md. Nooman & Ors. vs. Md. Javed Alam & Ors.*, 2010 SCC OnLine SC 1051 wherein for possession on the rent-based claims, it was essential to establish:

- (i) Whether the plaintiff has title to the suit land?
- (ii) Whether the sale deed is genuine, valid, and supported by consideration?
- (iii) Whether any landlord-tenant relationship exists between the parties?

39. Had the Appellant been afforded a fair opportunity through a regular trial, she would have been able to establish not only the absence of jural relationship, but also expose the suspicious circumstances surrounding the Respondents' claims.

40. The Appellant asserts that the only title document on record, establishes DDA as the owner of the Suit Property. Mr. Prabir Barua and Mrs. Kana Barua had been allotted the plot under a concessional Lease Policy for displaced persons. No building plan sanction, Completion Certification or Occupation Certificate, has been placed on record in respect of the two-storied house. There are no separate proprietary or possessory rights over the structure, which can be claimed by the Respondents, without establishing legal title to the land. No documents have been produced by the



Respondents showing mutation, transfer or assignment of leasehold rights in their favour.

41. It is further claimed that the GPA allegedly executed by Mr. Prabir Barua in favour of the Respondents, has become null and void upon his demise in October, 2013 and cannot form any basis for collection of rent to assert ownership rights. The so-called Agreement to Sell does not define any saleable property nor reflects sale consideration nor is supported by registration as per *Section 17 of the Registration Act, 1908*. This Agreement is vitiated by forgery and fabrication of signatures, as shown by the medical incapacity of Mrs. Barua and the missing status of Mr. Barua.

42. The jural relationship rests solely on two unverified and inherently suspicious documents; a so-called rent agreement and a Notice, both of which are forged, unregistered/unverified and devoid of legal sanctity.

43. The Appellant denies signing any Rent Agreement with Mr. and Mrs. Barua. The original documents have not been placed on record, and the unverified photocopy, thereby fall foul of *Sections 61-65 of the Indian Evidence Act, 1872*, which requires primary evidence, unless legally exempted. The purported Rent Agreement conspicuously excludes the name of Mrs. Kana Barua and the Appellant's husband, despite all previous monetary transactions including cheques, occurring from and to joint accounts. This contradicts the consistent pattern of financial dealings and undermines the credibility of the document.

44. The bank statements of Mr. and Mrs. Barua, submitted by the Respondents, show that many cheques were credited from the joint account of the Appellant, out of which only three cheques were of Rs.27,000/-, dated at irregular intervals. The learned Trial Court, by ignoring the last cheque of



Rs.20,000/- credited on 22.11.2023, incorrectly inferred a consistent monthly rent of Rs.27,000/-, payable from 01.11.2023.

45. The signatures on Legal Notice dated 29.08.2024 of Mr. Prabir Barua, appear to be forged as Mr. Barua has already disappeared and later found to have died, thereby raising serious questions about the authenticity, authorship and timing of the Legal Notice.

46. While the Appellant's husband had signed the Legal Notice in receipt thereof, the Respondent who presented the Notice, did not countersign the same at the time of delivery, despite allegedly demanding Rs.6,00,000/- in cash, making the delivery procedurally and evidentially suspect.

47. The Appellant has placed reliance on Union of India vs. Ibrahim Uddin, (2012) 8 SCC 148; Meghmala vs. G. Narasimha Reddy, (2010) 8 SCC 383 and K.K. Verma vs. Union of India, AIR 1954 MP 44.

48. It is claimed that the learned Trial Court's reliance on these questionable documents to conclude a relationship of landlord-tenant, is legally untenable and factually unsustainable.

49. In the end, it is claimed that she is a *bona fide* resident of the Suit Property having entered into the possession, pursuant to an Oral Agreement with the original Lessees, Mr. and Mrs. Barua. She is a legitimate claimant to her share in the property post-reconstruction, whereas the Respondents have failed to establish any lawful title or interest or to demonstrate that they have stepped into the shoes of the erstwhile owners.

50. *A prayer is, therefore, made that the impugned Order under Order 12 Rule 6 CPC, be set-aside.*

51. The Appellant had also filed the Written Submissions in support of her contentions.



52. Written Submissions had also been filed on behalf of the Respondents, who have stated that the Appellant was inducted as a tenant in the Suit premises *vide* Lease Deed dated 19.05.2023 and has not paid rent since November, 2023 to the erstwhile owners/the present owners i.e. the Respondents. She had been directed to clear the arrears of rent, which had accumulated to more than Rs.5,00,000/-, within a period of one month, *vide* Order dated 28.05.2025, despite which she has failed to deposit the rent. The Appellant has abused the process of the Court by not depositing the Court fee and is not making the payment of Arrears of Rent, on a regular monthly basis.

53. The Respondents are now the owners/landlords of the Suit Property on the basis of the registered Agreement to Sell, Will, GPA dated 27.08.2024, having purchased it from Mr. Prabir Barua and Smt. Kana Barua, the erstwhile owners of the Suit Property. The entire sale consideration has been paid to the erstwhile owners and possession has already been taken by the Respondents.

54. The mutation has been carried out in the records of MCD, BSES and Delhi Jal Board. Therefore, the Respondents have stepped into the shoes of the erstwhile owners and have become the exclusive owners and landlords of the Suit Property.

55. *As per Clause 20 of the registered Agreement to Sell dated 27.08.2024,* the Respondents are entitled to receive/collect the rent from the Appellant.

56. The Respondents further asserted that the Lease of the Appellant, expired by efflux of time on 18.04.2024 and there was no requirement of serving her with a Notice. However, as a matter of abundant caution, the



erstwhile owners had sent a Notice dated 29.08.2024, through Speed Post asking her to hand over the peaceful, vacant and physical possession of the Suit Property, after the expiry of 10 days from the receipt of Notice. The Appellant was informed about the sale of the Property to the Respondents and that they were authorised to collect the Arrears of Rent/Mesne Profits.

57. The Appellant has become the unauthorised occupant in the premises w.e.f. 19.08.2024 and is liable to pay damages @Rs.2,000/- per day, till the vacation of the Property, in terms of the Lease Deed. The Appellant in her Written Statement has not been able to make any defence and it contains vague denials and admissions. *Therefore, the Application under Order 12 Rule 6 has been rightly decreed by the learned Trial Court.*

58. It is further contended that only a sham defence has been taken in the Written Statement, while the GPA, ATS, etc. dated 27.08.2024 have not been disputed but it is alleged that there is no privity of contract between the parties to seek possession or to collect rent.

59. Reliance is placed on Ghanshyam vs. Yogendra Rathi, AIR 2023 SC 2754 and Bimla Chopra & Anr. vs. Kuldeep, RFA No. 240/2015, decided on 02.05.2023 wherein it has been held that on the basis of the registered Agreement to Sell, the Transferee gets the possessory title under Section 53A of the Transfer of Property Act and can maintain a Suit for eviction, arrears of rent etc. against the tenant.

60. The Appellant in her Written Statement had claimed that the Lease Deed dated 19.05.2023 was not a genuine document, but has not specified the basis for so claiming. Moreover, the denial of the Lease Deed dated 19.05.2023, is totally evasive. In the case of Badat & Co. Bombay vs. East India Trading Co., AIR 1964 SC 538, it has been held that if the denial of a



fact is not specific but evasive, it shall be taken to be admitted and the admission itself being proved, no further proof was necessary.

61. It is an admitted fact by the Appellant that she was inducted as a tenant and has not cleared the arrears of rent even despite having received the Notice dated 18.05.2024 and has also failed to vacate the tenanted premises. The Appellant in her Written Statement had claimed that she had a written Agreement with the erstwhile owners in regard to reconstruction but during her oral arguments, she claimed that it was an oral Agreement. The plea taken by the Appellant, is not only contradictory but is also sham, bogus and moonshine defence.

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

Submissions heard and the record perused.

63. Plaintiffs / Respond had filed a Suit for Possession and *Mesne* Profits against the Appellant / Defendant by asserting that she was a tenant inducted in the Suit Property under the Lease Agreement dated 19.05.2023 at a rate of Rs.27,000/- per month, which she defaulted in paying from November 2023, and thereby, after serving a Legal Notice dated 29.08.2020, the Suit for Possession was filed, which has been decreed vide impugned Judgement dated 28.05.2025 under *Order XII Rule 6 CPC*.

64. The *first contention* of the Appellant was that **there was no clear admission of the Appellant being the tenant in the suit property.**

65. The perusal of the pleadings reflect that the Appellant *has nowhere denied that she had been inducted as a tenant by the erstwhile owners Mr. Prabir Barua and Smt. Kana Barua vide Lease Agreement dated 14.05.2023.* The challenge of the Appellant was essentially on the *locus* and the status of



the erstwhile owners and the present Respondents, but it was never centred around her not being a tenant in the Suit Premises.

66. Learned District Judge had rightly concluded that there was an admission on the part of the Appellant, who did not deny being a tenant in the Suit Property. It was observed that,

Since in the present case, the Defendant has failed to specifically deny the fact of letting-out of Suit Property to her by the erstwhile owners vide Lease Deed dated 19.05.2023 for a period of 11 months at monthly rent of Rs. 27,000/-, therefore, as per O.8 R.5 CPC, the said facts are deemed to be admitted by her.

...

Thus, in view of the aforesaid analysis and discussion, it is clear that there is admission on the part of defendant regarding jural relationship of landlord-tenant between the plaintiffs and defendant, regarding the rate of rent to be Rs.27,000/- per month and that the tenancy was terminated vide notice dated 29.08.2024 and the defendant has not handed over the possession of the suit property to plaintiffs.

67. The Appellant had vaguely suggested that there was an Agreement between her and the erstwhile owners, for re-construction of the Suit Property, for which she and her husband had agreed to contribute. However, while it only being a suggestive idea, it did not contain any specifics. There



was nothing indicated, as to when the Agreement was entered into or when the same was to take effect.

68. Pertinently, there is no averment whatsoever that the re-construction of the Property was ever commenced, since she came into the property in May 2023. There may have been an understanding between the Appellant and her husband with the erstwhile owners, but it was only an idea in future and was not any reflection in regard to their induction in the Suit Property in the capacity of tenants.

69. Further, admittedly, though the Appellant entered into the property in 14.05.2023, but no re-construction was commenced till they sold the property to the present respondents on 27.08.2024.

70. The Rent Agreement dated 14.05.2023 was executed between the parties, but the Appellant tried to avoid it, by claiming it to be inherently suspicious, forged, unregistered / unverified document having no legal sanctity. On what basis was it claimed to be a suspicious, unverified or forged document, has not being explained by the Appellant.

71. Another significant aspect was her claim that she had transferred the amounts of Rs.27,000/- on 23.05.2023 and similar amount of Rs.27,000/- had been credited on 11.07.2023 and 10.10.2023, aside from a payment of Rs.9,000/- on 17.06.2023 and Rs.10,000/- on 13.09.2023 and lastly Rs.20,000/- in November 2023, in the joint account of both erstwhile owners. The payment of these amounts clearly coincides with the terms of the Lease Agreement. There is no other explanation whatsoever forthcoming from the Appellant, to explain her transfer of these amounts into the joint account of the erstwhile owners, except that it was towards the rent.



72. The sporadic payments in the joint account, out of which three were in the sum of Rs. 27,000/-, in the joint account of the erstwhile owners, is a clear corroboration of payment of rent, pursuant to the Lease agreement dated 14.05.2023. By no stretch of interpretation, can it be said to be the contribution towards the re-construction Agreement.

73. It was a case of the Plaintiff that the Appellant stopped paying rent from November 2023, which again is corroborated by the Bank Statement. Therefore, it is amply established from the Lease Agreement, which is duly corroborated by the Bank Statement, that the Appellant had been inducted as a tenant and had paid rent up to November 2023. *Thus, learned District Judge has rightly concluded that there was an admission on the part of the Appellant about being a tenant in respect of which there was no specific denial.*

74. The **second challenge** taken by the Appellant was that there was no privity of contract with the Respondent, who had no *locus standi* to file the Suit for Possession. According to her, she had the Agreement with the erstwhile owners and had no privity of contract with the Appellants.

75. The *contention* raised by her was that Mr. Prabir Barua and Smt. Kana Barua were not the owners and the actual owner was DDA, which had allotted the property to the erstwhile owners vide a Lease Deed. It was claimed that the erstwhile owners being only the lessees in the Suit Property, could only create a sub-lease in favour of the Appellant and thus, there was no relationship of *landlord-tenant, but of lessee-sub lessee between the parties.*

76. This contention is completely fallacious as the erst while owners, Mr. Prabir Barua and Smt. Kana Barua, were holding ownership rights and



admittedly, the Appellant had been inducted into the property by them; she is estopped from challenging their status in regard to the property, *in terms of S.116 Indian Evidence Act*.

77. The Appellant has challenged the sale documents i.e. Agreement to Sell GPA, Will etc. dated 26.08.2024 executed in favour of the plaintiffs. She has asserted that suddenly Mr. Prabir Barua disappeared and the Plaintiffs / Respondent started asserting their ownership in the Suit Property. She raised serious concern about the genuineness of the transaction. However, these objections taken by the Appellant, is merely to avoid her liability in respect of the suit property.

78. To corroborate that the respondents had stepped into the shoes of the erstwhile owners, they had given a Legal Notice dated 29.08.2024, wherein it was clearly indicated that the Respondents were entitled to collect the rent in place of erstwhile owners. The Appellant admitted the receipt of Notice through her husband.

79. The only ground for challenging this Legal Notice was that Mr. Prabir Barua and Smt. Kana Barua had not personally informed or contacted the Appellant. This in itself can be no ground to create suspicion on the Title documents, on the basis of which the Respondent claimed to have stepped into the shoes of erstwhile owners. The Sale documents may not confer an absolute title on the Respondent, but definitely are sufficient for them to step into the shoes of erstwhile owner and claim the Rent. In this regard, GPA dated 26.08.2024 executed in favour of the Respondent, cannot be overlooked.

80. It was also contended by the Appellant that she had filed an *Application* under *O VII Rule 11 CPC*, which has not been decided.



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However, as per her own submissions, the grounds taken in this Application, were the same grounds taken by her in reply to the Application under *Order XII Rule 6 CPC*, which have been duly considered while deciding this Application. This contention of the Appellant, holds no merit.

81. Learned District Judge *in the light of the averments in the pleadings*, rightly concluded that *the Respondents having stepped into the shoes of the erstwhile owners, became the landlords and were entitled to seek possession of the Suit Property.*

82. There is no merit in the **present Appeal, which is hereby, dismissed** along with pending Applications.

(NEENA BANSAL KRISHNA)
JUDGE

APRIL 27, 2026/RS