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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of decision: 7th January, 2026

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RFA 16/2026, CM APPL. 812/2026 (for directions)
& CM APPL.814/2026 (under Order XX Rule 6A CPC)

**HARJOG OVERSEAS THROUGH ITS
 PROPRIETOR DHANRAJ SINGH SODHI**

Through its Proprietor Sh. Dhanraj Singh SodhiAppellant

Through: Mr. Ashwini Mata, Senior Advocate
 with Mr. Karan Gaur, Advocate.

versus

SARDAR SARDUL SINGH JOLLY

S/o Late Sh. Sobha Ram

.....Respondent

Through: Mr. Kapil Madan and Mr. Shivek Rai
 Kapoor, Advocates.

CORAM:**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T (oral)****CAV 5/2026**

1. Caveat stands discharged as learned counsel for the Respondent has appeared.

CM APPL. 813/2026 (Exemption)

2. Exemption allowed, subject to just exceptions.

3. The Application stands disposed of.

RFA 16/2026

4. Regular First Appeal under Section 96 read with Order XLI of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed on behalf of the Appellant/Defendant against the Judgment dated 28.11.2025 whereby the learned District Judge-02, South, Saket Courts,



New Delhi, has *decreed the Suit of the Plaintiff/Respondent Order XII Rule 6 CPC for Possession, Arrears of Rent and Mesne Profits vide Judgment dated 28.11.2025.*

5. The Respondent had filed a *CS DJ No. 132/2022* Suit for Possession, Recovery of Rs.10,95,000/- towards Arrears of Rent, and Mesne Profits, claiming himself to be the owner/landlord of the property bearing Khasra No. 261, Revenue Estate, Village Neb Sarai, Tehsil Saket, New Delhi, on the basis of Agreement to Sell dated 25.05.2015 and a General Power of Attorney dated 23.05.2017, both of which were unregistered and unstamped documents.

6. The Respondent was the sole Proprietorship concern, which was owned by Sh. Dhanraj Singh Sodhi and was having his Office at G-46, Sector-6, Noida, Uttar Pradesh. The Defendant through its Proprietor, took the Suit Property on Lease from the Plaintiff, in terms of Lease Deed dated 01.06.2017.

7. The Lease was created for a period of 11 months commencing from 01.06.2017 till 30.04.2018. The rent was agreed as Rs.55,000/- (exclusive of electricity, water and other charges) payable on the 7th day of each English Calendar month in advance. As per Clause 18 of the Lease Deed, escalation of the rent by 10% after expiry of 11 months and was contemplated on execution of a fresh Lease Agreement.

8. On expiry of the initial Lease Deed dated 01.06.2017, a fresh Lease Deed was executed on 01.05.2018 for a period of 11 months i.e. till **31.03.2019** and the rate of rent was enhanced to Rs.65,000/-p.m. The Defendant/Appellant sought the extension *vide* Letter dated 30.09.2019 and promised to pay rent @ Rs. 75,000/- per month. The Lease was being



extended in good faith and on an assurance that the Defendant/Appellant shall continue to pay the rent regularly.

9. Thereafter, due to outbreak of COVID-19, the Appellate stopped paying the monthly rent citing financial constraints, but assured that he would clear all the outstanding amount as soon as possible. The Plaintiff asserted that a Fresh Lease Deed dated 30.06.2020 was executed for a period of five months from 01.07.2020 to 30.11.2020 with an agreed rent @ Rs. 70,000/- per month with all other terms and conditions remaining the same.

10. However, on expiry of the Lease period on 30.11.2020, the Appellant again sought the extension of the Lease Deed. The Plaintiff asserted that the Appellant/Defendant was in regular default of rent but considering the Pandemic COVID-19 situation, the Plaintiff never took any harsh steps against the Appellant. *Fresh Lease Agreement was executed on 01.04.2021 for a period six months with an agreed revised rent of Rs.75,000/- per month.*

11. However, the Defendant failed to pay the rent from October, 2020 onwards and there was an outstanding rent of Rs.10,95,000/- payable to the Respondent/Plaintiff. He also failed to deposit TDS to the Permanent Account Number of the Plaintiff since March, 2020.

12. Legal Notice dated 23.12.2021 was served upon the Defendant terminating the tenancy with immediate effect, with request to hand over the possession within 30 days. Since he failed to do so, the ***Suit for Possession, Recovery of Rent and Mesne Profits***, was filed by the Plaintiff.

13. The Defendant/Appellant filed his **Written Statement** wherein the objection was taken that the documents on which the Respondent was claiming ownership, were unregistered, unstamped Agreement to Sell, GPA



etc, which did not confer any ownership rights on the Plaintiff. Reliance was placed on Suraj Lamps & Industries Pvt. Ltd. vs. State of Haryana, (2012) 1 SCC 656.

14. The defendant also challenged the ownership of the Plaintiff. The **Agreement to Sell**, on the basis of which plaintiff was claiming to be the owner, was challenged on the ground that the sale consideration of Rs. 1 Crore, was to be paid by September, 2017 and thereafter, the seller had agreed to deliver the vacant physical possession of the property. However, since the Plaintiff did not make the payment, the advance Receipt-cum-Agreement to Sell, lost its sanctity in the eyes of law. It was asserted that the Plaintiff had made a false claim that he was in possession of the entire property, when he had possession of only one room as mentioned in the advance Receipt-cum-Agreement to Sell.

15. The **Defendant took a defence** that he is in continuous and uninterrupted possession and occupation of the entire property since its purchase in the year 1993, from Smt. Paramjit Kaur, being her son. He denied that the property was ever let out by the Plaintiff to him and asserted that the Rent Agreement was a sham document. It was further asserted that no sale is permitted in the Sainik Farm, where the property is situated.

16. It was further submitted that certain business transactions took place between the parties. Since the Defendant was in need of funds and in order to secure the said payments, the documents were signed by the mother of the Defendant and the original papers were handed over to the Plaintiff, as security for the loan amount. Various blank documents and cheques were signed by the Defendant and his mother and Rent Agreement was also signed by the Defendant even though it was a loan transaction and not a



Rent Agreement. He denied that there existed a relationship of landlord - tenant and asserted that the Suit of the Plaintiff, was liable to be dismissed.

17. The *learned Additional District Judge* in the impugned Judgment dated 28.11.2025, considered the pleadings and the evidence and concluded that the *Defendant/Appellant was a tenant in the Suit premises and consequently, decreed the Suit for Possession under Order 12 Rule 6 CPC.*

18. Aggrieved by the said Judgment dated 28.11.2025, the present Appeal has been filed.

19. The **main grounds of challenge** are that there was no unconditional, unequivocal admission and no Judgment under Order 12 Rule 6 CPC, could be passed. Reliance is placed on *Uttam Singh Duggal vs. United Bank of India*, (2000) 7 SCC 120 and *Himani Alloys Ltd. vs. Tata Steel Ltd.*, (2011) 15 SCC 273.

20. It is asserted that it has been erroneously observed in Paragraph 15 of the Impugned Judgment that “*the genuineness of the Agreement-cum-Advance Receipt, Rent Agreement from 01.06.2017 to 01.04.2021 were undisputed*”, which is factually incorrect and contrary to the record. At no stage, did the Defendant admit the genuineness or legality of the documents. On the contrary, he had taken a consistent stand and reiterated in the Reply to the Application under Order 12 Rule 6 CPC that the alleged documents of sale, were sham documents executed as security for the financial transactions and was never intended to create any tenancy or to transfer any legally enforceable rights in the Suit Property. The learned Trial Court has passed the decree on the erroneous assumption of undisputed genuineness of the documents.



21. It is further asserted that the Respondent/Plaintiff could not have claimed any ownership on the basis of GPA, Agreement to Sell, in the light of the Judgment of Suraj Lamps (supra). There was no transfer of the right to enjoy the property as defined under Section 105 of the Transfer of Property Act, 1882 (*hereinafter referred to as 'TPA'*). A conjoint reading of Sections 5, 7, 8 and 105 of the TPA, makes the legal position unequivocal. For a valid Lease to come into existence, the lessor must himself possess a legally enforceable right to enjoy the immovable property, which alone can be transferred to another. A person who does not hold such right cannot create a Lease under law.

22. The statute expressly limits the operation of transfer to “*all the interest which the transferor is capable of passing in the property*” and no more. Even if it is assumed that the Lease Deeds were executed, the Plaintiff could not have transferred any leasehold or possessory rights beyond the interest that he himself lawfully possessed at the relevant time.

23. Even otherwise, *arguendo*, even if the General Power of Attorney dated 23.05.2017 relied upon by the Plaintiff, is assumed to be valid even though denied, the recital thereof made it abundantly clear that the Plaintiff was authorised only “*to let out the property and to recover the rent and evict the tenants*” strictly in the capacity of an agent. Such authority, by its plain language, is exercisable solely on behalf of and in the name of the true owner i.e. the mother of the Defendant and does not confer any independent or proprietary right in favour of the Plaintiff.

24. Furthermore, the Lease Deeds and the title documents were neither duly stamped nor registered and are liable to be impounded and cannot be relied as documents to decree the Suit for possession. Reliance is placed on



Vinod Infra Developers Ltd. vs. Mahaveer Lunia & Ors., 2025 INSC 772.

25. It is claimed that there were serious triable issues in regard to ownership, long-standing possession, nature of transaction and validity of documents. Therefore, without framing Issues and recording evidence, there could not have been any summary decree made in the Suit of the Plaintiff. Reliance is placed on *Shakeel Ahmed vs. Syed Akhlaq Hussain*, 2023 INSC 1016 and *Salim Baig vs. Sayyad Nawid*, 2025: BHC-AUG: 19926.

26. It is, therefore, submitted that the Impugned Judgment dated 28.11.2025 decreeing the Suit of the Plaintiff for Possession under Order 12 Rule 6 CPC, be set-aside.

Submissions heard and the record perused.

27. The Plaintiff had filed a Suit for the Possession on the assertions that it had let out the Suit Premises on rent, to the Defendant *vide* Lease Deed dated 01.06.2017, which was extended from time to time till **2021**, on the basis of Lease Deeds. Thereafter, there was an oral extension of the Lease Deed @ Rs. 75,000/- per month. Since the Respondent/Appellant defaulted in payment of rent, a Legal Notice dated 23.12.2021 was served after which, the Suit for Possession, was filed.

28. The ***first ground*** taken by the Appellant to challenge the decree is that the Respondent had claimed the ownership in the Suit Property on the basis of Advance Receipt-cum-Agreement to Sell and Purchase dated 25.05.2015, GPA dated 23.05.2017, which does not confer any right title of ownership on the Respondent. Even if the contention of the Appellant is admitted that *per se* Agreement to Sell/GPA does not confer any ownership rights, but here is a case where the Respondent had claimed himself to be the owner/landlord. It was specifically averred that the Plaintiff was in



possession and had entered into a Rent Agreement dated 01.06.2017 *vide* Lease Deed dated 01.06.2017 @ Rs. 55,000/- per month. The Defendant has not denied the signatures on the Lease Deeds, but had merely claimed that the signatures of the mother and the Appellant, had been obtained at the time of execution of taking loan on the Agreement to Sell, which had been executed only to secure the loan.

29. However, while Appellant has claimed that his mother, who was the erstwhile owner, had admittedly executed the Agreement to Sell and GPA but it was claimed to be on account of a loan taken but pertinently, no details of loan are mentioned. It is not even indicated what amount and at what time the loan was taken and what were the terms for return of the alleged loan, except from a bald assertion of the documents having been executed to secure a loan. There is no specific detail given by the Appellant to substantiate his claim; rather on the other hand, he has admitted signing various blank papers.

30. Even if the loan was taken by the mother, there was no question of executing the blank papers by the Appellant, who happened to be the son of the erstwhile owner. **The Lease Deeds which are admitted, clearly show the relationship of landlord and the tenant.** Section 116 of the Indian Evidence Act, provides that once the property has been taken by the tenant, he is estopped from challenging the title of the person from whom the property has been taken.

31. It is well established from the documents and the admissions of the signatures of the Defendant/Appellant on the Lease Deeds executed from time to time, that he had been inducted in the premises as a tenant. In terms of Section 116 of the Indian Evidence Act, he is estopped from challenging



the status of the Respondent as the landlord of the property.

32. Furthermore, for the purpose of eviction in a case resting on the relationship of landlord and tenant, the ownership in the property is immaterial; what is pertinent is whether the property was let out by the Respondent, which is clearly established from the various Lease Deeds, which undeniably have the signatures of the Appellant. It may be reiterated that the Appellant has taken a defence that these blank documents along with Agreement to Sell etc, had been signed merely to secure a loan, but such defence is nothing but a moonshine and is not supported by any specific details.

33. It is also significant to refer to the General Power of Attorney, which admittedly was signed in favour of the Respondent by Smt. Paramjit Kaur, mother of the Appellant wherein its recital authorised the Plaintiff/Respondent to *“let out the said property/land and to recover the rent and evict the tenants.”* Therefore, the Plaintiff had the right to let out the property to the tenants and also to recover the rent. The contentions raised by the Appellant in the present Appeal, do not have any merit to interfere in the impugned Judgment dated 28.11.2025 whereby the decree of possession has been passed in favour of the Respondent.

34. There is no merit in the present Appeal, which is hereby dismissed and disposed of accordingly.

35. The pending Applications also stand disposed of.

**(NEENA BANSAL KRISHNA)
JUDGE**

JANUARY 7, 2026/RS