



2025:DHC:3332



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

% Judgment delivered on 06.05.2025

+ **C.R.P. 94/2023**

RAVI RAJ SABHARWAL

.....Petitioner

versus

DALIT MANAV UTTHAN SANSTHAN

.....Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. Ajay Kohli, Ms. Ritu Sobti, Mr. S.S. Sobti & Ms. Dipika Prasad, Advs.

For the Respondent : Mr. Praveen Kumar Singh, Mr. Sanal Nambiar & Ms. Chetna Singh, Advs.

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

JUDGMENT

1. The present petition is filed challenging the order dated 10.03.2023 (hereafter '**impugned order**') passed by the learned Additional District Judge (hereafter '**Trial Court**'), Karkardooma Courts, Delhi, in CS No. 110/2021 pursuant to which, the application filed by the petitioner under Order XII Rule 6 read with Order XV Rule 1 of the Code of Civil procedure, 1908 ('**CPC**') for passing a preliminary decree of possession on admission, was dismissed.

2. Briefly stated, the petitioner/ plaintiff leased out the ground floor of the property bearing Khasra No. 262, Karawal Nagar, Delhi -110094 (hereafter '**suit premises**') to the



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respondent/ defendant, *vide* a Lease Agreement dated 09.04.2018, on a monthly rent of ₹1,65,000/-plus taxes, for a period of eleven months, w.e.f. 01.04.2018.

3. The said tenancy was terminated with efflux of time on 31.03.2019, whereafter no fresh lease agreement was executed between the parties, however the respondent continued in the occupation of the suit premises.

4. Since the respondent did not vacate the suit premises, the petitioner filed a suit bearing CS No. 110/2021, seeking the following reliefs:

- 4.1. Decree of possession of the suit premises in favour of the petitioner/ plaintiff;
- 4.2. Direction to the respondent/ defendant to pay a sum of ₹34,39,228/- towards arrears of rent, arrears of GST and amount due towards TDS along with interest up till 24.02.2021;
- 4.3. Direction to the respondent to pay a sum of ₹4,55,000/- on account of damages/ mesne profits for unauthorized occupation in the suit premises, with effect from 25.02.2021 till 25.03.2021;
- 4.4. Decree of future damages in terms of Order XX Rule 12 of the CPC for the unauthorized occupation in the suit premises from 26.03.2021 till the date of actual vacation of the suit premises.

5. The respondent in its written statement filed an unregistered Memorandum of Understanding ('MOU') executed



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between the parties on 02.04.2019, wherein it was agreed that the Lease Agreement dated 09.04.2018 has ended with efflux of time on 31.03.2019, and that the first party/ petitioner has offered to sell the suit premises to the second party/ respondent for a consideration of ₹2 crore, to be paid over a period of seven years from the date of execution of the said MOU, fixing a lower limit for monthly payment of ₹75,000/- p.m. towards the consideration amount. In this regard the respondent contended that its occupation in the suit premises was not illegal and unauthorized after the expiry of the lease agreement, as the petitioner voluntarily agreed to sell the suit premises to the respondent by way of the MOU.

6. The said MOU was denied by the petitioner, stating that it is a forged and fabricated document and even otherwise there is no clause in the alleged MOU putting the respondent in possession of the suit premises as a purchaser.

7. The petitioner filed an application under Order XII Rule 6 read with Order XV Rule 1 of the CPC seeking possession of the suit premises, based on the following admissions made by the respondent in the said written statement:

7.1. The Lessee/ Lessor relationship between the parties in respect to the suit premises;

7.2. Execution of the Lease Agreement dated 09.04.2018 for a period of 11 months, at a monthly rent of ₹1,65,000/- besides GST and other taxes, with effect from 01.04.2018;



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7.3. The said Lease Agreement expired with efflux of time on 31.03.2019;

7.4. After the expiry of the said Lease Agreement, no fresh lease agreement was executed between the parties, with respect to the suit premises.

8. The learned Trial Court *vide* the impugned order dated 10.03.2023, dismissed the application filed by the petitioner on the ground that the suit involves disputed facts in the pleadings of the parties and therefore it would be appropriate to decide the same only after holding a full-fledged trial.

9. The learned counsel for the petitioner submitted that the learned Trial court failed to consider the afore-mentioned admissions made by the respondent in the written Statement filed by it which clearly warranted a decree of possession in favour of the petitioner in terms of Order XII Rule 6 of the CPC of which, the main object is to enable a party to obtain speedy judgement on an admitted claim. [Ref: *Uttam Singh Duggal & Co. Ltd. v. United Bank of India: (2000) 7 SCC 120*]

10. He submitted that the respondent has placed reliance on an unregistered and insufficiently stamped document/ MOU and therefore no right, title, interest, particularly of ownership can be conferred upon the respondent. He places reliance on judgment passed by this Court in *Anu Gupta v. Vijay Gupta : 2022 SCC OnLine Del 2391* and *M/s Jagdambey Builders Pvt. Ltd. v. J.S. Vohra : 2016 SCC OnLine Del 765*, and submitted that a party cannot protect its possession in part performance of the



agreement to sell, in the absence of its registration.

11. He submitted that even otherwise, the possession of the premises have not been delivered to the respondent in pursuance to or in part performance of the agreement to sell/ MOU and therefore the respondent is not entitled to the benefit of the doctrine of part performance as entailed in Section 53A of the Transfer of Property Act, 1882 and the status of the respondent is that of a tenant and not of a proposed purchaser. [Ref: *M/s Jagdambey Builders Pvt. Ltd. v. J.S. Vohra (supra)*]

12. He submitted that the learned Trial Court failed to take note of the fact that on termination of the lease on 31.03.2019, as is admitted by the respondent, the lessee/ respondent is bound to put the lessor/ petitioner in possession of the suit premises, in terms of Section 108 (B)(q) of the Transfer of Property Act, 1882.

13. He submitted that since the parties are not at issue with respect to the lessee-lessor relationship between the parties, the termination of the Lease Agreement with efflux of time, the learned Trial Court ought to invoke the provisions of Order XV Rule 1 of the CPC. Once the parties are not in issue on any question of law or fact, the learned Trial Court was empowered to pronounce a judgement in terms of Order XV Rule 1 of the CPC. [Ref: *A.N. Kaul v. Neerja Kaul : 2018 SCC OnLine Del 9597*]

14. He further submitted that not only did the respondent rely on a photocopy of an unregistered, forged and fabricated MOU, it



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was further revealed from the official government website/ portal that the e-stamp paper bearing Certificate IN-DL45616863205915R on which the MOU has been typed, was also forged and fabricated as per the verification report.

15. *Per contra*, the learned counsel for the respondent submitted that the impugned order is reasonable in as much as the matter involves disputed facts with regard to the MOU which was voluntarily entered upon by the parties, at a reasonable consideration during the period of COVID-19, so as to enable the respondent, who is a registered society engaged in social work and providing mid-day meals to the poor, to continue such work.

16. He submitted that no categorical and unconditional admissions have been made by the respondent and therefore the application under Order XII Rule 6 of the CPC has rightly been dismissed by the learned Trial Court, as the same is a discretionary power vested with the courts and cannot be claimed as a matter of right. [Ref: *S.M. Asif v. Virender Kumar Bajaj: (2015) 9 SCC 287; Hari Steel & General Industries Ltd. & Ors. v. Daljit Singh & Ors. : Civil Appeal No. 4265 of 2019 {arising out of SLP (C) No. 31176 of 2018}*]

17. He submitted that after execution of the MOU, the respondent stepped into the shoes of a purchaser and that its status as a tenant lapsed immediately after the termination of the Lease Agreement dated 09.04.2018 and therefore, the issue regarding applicability of Section 108 (B)(q) of the Transfer of Property Act, 1882 does not arise.



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18. He submitted that pursuant to the execution of the MOU, the respondent has made a total payment of ₹56,00,400/- in the account of the petitioner, towards the consideration amount in terms of the MOU, on different occasions till July, 2023. He submitted that the respondent even served letters dated 04.07.2023 and 07.10.2023 upon the petitioner, offering to pay the balance amount towards the consideration, requesting the petitioner to execute the sale deed in respect to the suit premises, in favour of the respondent, in terms of the MOU, however the petitioner failed to do so.

19. He submitted that the petitioner has not placed any material to show that the MOU is forged and fabricated and that a registered document/ MOU would only increase its evidentiary value, whereas an unregistered document/ MOU executed between parties cannot be *prima facie* denied and that the same would be a matter of trial. He submitted that the e-stamp paper on which the MOU has been typed was bought by the petitioner in his own name and that by taking out a verification report, he is trying to mislead the Court.

20. He placed reliance on ***Karan Kapoor v. Madhuri Kumar: 2021 SCC OnLine SC 3288*** and submitted that whether the defense of the respondent is plausible or not is a matter of trial which may be determined by the Court after granting opportunity to the parties to lead evidence.

21. The petitioner in the present case has filed a suit for possession along with other aforementioned reliefs, based on the



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Lease Agreement dated 09.04.2018. It is the case of the petitioner that the lessee/ respondent is bound to put the lessor/ petitioner in possession of the suit premises, in terms of Section 108 (B)(q) of the Transfer of Property Act, 1882, after the determination of the Lease Agreement executed between them.

22. The respondent, on the other hand, is claiming possession by virtue of an unregistered document/ MOU dated 02.04.2019, which has allegedly been executed between both the parties after the expiry of the Lease Agreement dated 09.04.2018. He states that he has already made a total payment of ₹56,00,400/- in the account of the petitioner, towards the total consideration of Rs. 2 crores, in furtherance of the terms of the MOU and therefore he is entitled to remain in possession of the suit premises in terms of Section 53A of the Transfer of Property Act, 1882.

23. The said MOU has been denied by the petitioner way back in the year 2022 for being false and fabricated.

24. Even otherwise, the terms outlined in the MOU seem highly improbable when compared to the Lease Agreement dated 09.04.2018. Under the said Lease Agreement dated 09.04.2018, the monthly rent for the suit premises was ₹1,65,000/- plus taxes, which is significantly higher than the instalment of ₹75,000/- per month as proposed in the MOU towards the sale consideration of ₹2 crore. Additionally, the entire sale consideration of ₹2 crore for the property also seems disproportionately low when compared to the market value of the premises, especially when the rent of the said property alone was ₹1,65,000/- p.m. This



prima facie raises questions about the credibility of the MOU, as it reflects a substantial undervaluation of the property, especially considering the long-term payment structure of over seven years. Moreover, the said MOU is not registered.

25. The petitioner has placed reliance on the judgements passed by this Court in *Anu Gupta v. Vijay Gupta (supra)* and *M/s Jagdambey Builders Pvt. Ltd. v. J.S. Vohra (supra)*, wherein certain observations were made with respect to the applicability of Section 53A of Transfer of Property Act, 1882. It was noted that as per Section 17(1A) read with Section 49 of the Registration Act, 1908, an unregistered document cannot be relied upon in relation to transfer of an immovable property, to grant benefit of Section 53A of the Transfer of Property Act, 1882 to a party. It was further noted that apart from being registered, it was also mandatory for the document sought to be relied upon, to be duly stamped in terms of Section 35 of the Stamp Act, 1899. It is pertinent to reproduce the observations made by this Cour in *Anu Gupta v. Vijay Gupta (supra)* as under:

“12. The counsel for the plaintiff has placed reliance on the judgment of this Court in Uma Hada (supra) to contend that the benefit under section 53A of the TPA can only be taken if there is a registered document in relation to transfer of the immovable property. The relevant observations of the Court in Uma Hada (supra) are set out below:

“22. Reference may also be had to Section 17 (1A) of the Registration Act which reads as follows:—

“17. Documents of which registration is compulsory.—

(1)



(1-A) The documents containing contracts to transfer for consideration, any immovable property for the purpose of Section 53-A of the Transfer of Property Act, 1882 (4 of 1882), shall be registered if they have been executed on or after the commencement of the Registration and Other Related Laws (Amendment) Act, 2001 and, if such documents are not registered on or after such commencement, then, they shall have no effect for the purposes of the said Section 53-A.”

23. This court in the case of *Arun Kumar Tandon v. Akash Telecom Pvt. Ltd.*, (*supra*) held as follows:

“6. It is absolutely clear that in order to give benefits of Section 53A of Transfer of Property Act, the document relied upon must be a registered document. Any unregistered document cannot be looked into by the court and cannot be relied upon or taken into evidence in view of Sections 17(1A) read with Section 49 of the Registration Act. Thus, benefit of Section 53A could have been given to the respondent if and only if the alleged Agreement to Sell cum receipt satisfied the provisions of Section 17(1A) of the Registration Act. Section 35 of the Indian Stamp Act gives a mandatory direction to the courts that no instrument chargeable with duty shall be admitted in evidence for any purpose or shall be acted upon by any public officer unless such instrument is duly stamped. Article 23 A provides that where contract is for transfer of immovable property in the nature of part performance in any Union Territory under Section 53A, it attracts 90 per cent of the duty as that of a conveyance deed. Thus, the alleged Agreement to Sell could not have been looked into by the court for any purpose, contrary to the mandate of the statute as given in Section 35 of the Indian Stamp Act.

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10. I, therefore, consider that the trial court could not have given benefit of Section 53A of Transfer of Property Act to respondent under **any** circumstances even if a suit for specific performance filed by respondent No. 2 was pending. Pendency of a suit for specific performance would not have debarred the court below from looking into the document relied upon by the respondent and the effect of the document as to whether such a document can even be looked into by the court for any purpose



whatsoever. When the document itself could not be looked into, the question of giving benefit to respondent on the basis of this document would not arise. It was obligatory on the court below to be aware of the law and to apply the law as it stood. Section 17(1)A of the Registration Act and Section 35 of the Indian Stamp Act were very much there on the statute book. No plea can be taken that these sections were not brought to the notice of the court. Like any other citizen of this country, Judges are also supposed to know the law and apply correct law. Benefit of Section 53A could not have been given to the respondents of a document which could not be looked into. If this document is not looked into, the respondents continue to be in possession unauthorisedly, after expiry of the lease agreement and the respondents were liable to pay the arrears of rent and monthly rent during pendency of the suit to the petitioner as reflected by the lease agreement.”

24. Hence to seek relief under Section 53A of the Transfer of Property Act, the documents relied upon to evidence an Agreement to Sell must be registered. The so called receipts which are relied upon by the defendant to claim an agreement to sell dated 08.09.2019 and 05.03.2020 are unregistered documents. The defendant cannot rely upon the same to take any advantage of Section 53A of the Transfer of Property Act. There is no merit in the said plea raised by the defendant.”

13. To similar effect is the judgment of the Division Bench of this Court in Pawandeep Singh v. Gurdeep Singh Viridi, 2019 SCC OnLine Del 9495.

14. The aforesaid observations are clearly applicable in the facts and circumstances of the present case. Admittedly, the document on the basis of which the possession is claimed, i.e., the writing dated 28th September, 2009, is not a registered document. Therefore, the benefit of Section 53A of the TPA cannot be given to the defendant no. 1. Section 53A read with Section 17(1A) of the Registration Act, 1908, makes it abundantly clear that the benefit under Section 53A of the TPA can only be claimed on the basis of a registered document, if the said document has been executed after the commencement of the Registration and Other Related Laws (Amendment) Act, 2001. In the present case, the writing was executed in 2009 and therefore, the registration under Section



17(1A) of the Registration Act, 1908 was mandatory in order for the party to claim benefit under Section 53A of the TPA. Accordingly, there is no merit in the aforesaid defence raised on behalf of the defendant no. 1.”

(emphasis supplied)

26. The relevant portion of the judgement in *M/s Jagdambey Builders Pvt. Ltd. v. J.S. Vohra (supra)* is reproduced as under:

“18. Section 53A of the Transfer of Property Act, 1882 codifies the doctrine of part performance. A purchaser of immovable property, who in pursuance to an agreement to sell in writing has been put into possession of the property, is entitled to so remain in possession. However, the writings relied upon by the appellant in this regard, even if were to be looked into (notwithstanding the contention of the counsel for the respondent that the same were not brought before the Trial Court), do not record the possession of the premises having been delivered to the appellant in pursuance to or in part performance of the agreement to sell. The writings do not even state that the appellant shall be entitled to continue in the premises free of rent as has been pleaded.

19. Even otherwise, the Stamp Act, 1899 and the Registration Act, 1908 as applicable to Delhi were amended w.e.f. 24th September, 2001. After the said amendment, an agreement to sell of immovable property, where-under the possession of the premises is delivered in part performance, can only be by a registered document bearing the prescribed stamp duty i.e. on 90% of the total agreed sale consideration. Section 49 of the Registration Act was also amended. **A plea of part performance, in the absence of a registered document, cannot thus be taken. The appellant/defendant cannot thus in the absence of a registered agreement to sell, protect his possession in part performance of the agreement to sell or take such a plea.**

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23. I however elaborate further. **Once it is found that the appellant was not delivered possession of the premises in his tenancy in part performance of the agreement to sell or that owing to the agreement to sell being not registered, the plea of being in possession of the premises in part performance is not open to the appellant for the reason of there being no**



registered agreement to sell, the only inference is of the appellant having continued in possession of the premises as a tenant.

24. Section 108B(q) of the Transfer of Property Act as aforesaid imposes an obligation on the tenant to deliver possession to the landlord. Only if the landlord after inducting a person as a tenant in the premises thereafter agrees to sell the premises to the tenant and in part performance of the said agreement to sell delivers possession of the premises to the tenant, will it be deemed that the tenant had delivered back possession of the premises to the landlord for the landlord to thereafter put the tenant into possession of the premises in part performance of the agreement to sell. Once, there is no delivery of possession of the premises in part performance of the agreement to sell, the only inference is that the person continues in the same status as earlier i.e. as a tenant.

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28. However, in the present case, the appellant has utterly failed to plead that the respondent/landlord at any time in writing delivered possession of the premises in pursuance to or in part performance of the agreement to sell. Moreover, as far as the city of Delhi is concerned, no plea of delivery of possession in part performance of agreement to sell can be taken, without the agreement to sell being a registered one.”

(emphasis supplied)

27. As explained in the excerpts of the judgements cited above, Section 53A of the Transfer of Property Act, 1882 enshrines the doctrine of part performance and states that a purchaser of an immovable property, who has taken possession of the property in pursuance to an agreement to sell and in part performance of the said agreement to sell, is entitled to retain possession of the property. Section 17 of the Registration Act, 1908 provides a list of documents of which registration is compulsory. Section 17 (1A) of the Registration Act, 1908, which was added by Act 48 of 2001.



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28. As per Section 49 of the Registration Act, 1908, a document that is required to be registered under Section 17 or Transfer of Property Act, 1882, will not affect any immovable property or be admissible as evidence in any transaction, unless it has been properly registered. Section 35 of the Stamp Act, 1899 states that no instrument chargeable with duty can be admitted as evidence, acted upon, or registered unless it is duly stamped. If the instrument is on stamped paper, the stamp must be purchased in the name of one of the parties involved.

29. Thus, an agreement to sell an immovable property, under which possession of the property is delivered in part performance, must be executed through a registered and a duly stamped document, which is not a matter of fact in the present case.

30. In *M/s Jagdambey Builders Pvt. Ltd. v. J.S. Vohra (supra)* it was held that a mere agreement to sell an immovable property does not confer any right upon the tenant, except the right to enforce the said agreement.

31. The proviso to Section 49 of the Registration Act, 1908, however, provides that an unregistered document affecting immovable property, which is required to be registered, may be used as evidence of a contract in a suit for Specific Performance.

32. It is not the case of the respondent that he has filed a suit for Specific Performance. The record reveals that no suit has been filed by the respondent claiming its right from the said MOU. This Court does not consider it appropriate to comment, at



this stage, on whether a suit for specific performance has become time barred or whether the respondent would even succeed in the said suit.

33. As noted above, *M/s Jagdambey Builders Pvt. Ltd. v. J.S. Vohra (supra)* further outlined that as per Section 108 (B) (q), upon the termination of the lease agreement, the lessee is obligated to return possession of the property to the lessor. It was noted that in the absence of any registered document to the contrary, the application of Section 108 (B) (q) shall remain in operation.

34. In the opinion of this Court, the principles applied by this Court in *Anu Gupta v. Vijay Gupta (supra)* and *M/s Jagdambey Builders Pvt. Ltd. v. J.S. Vohra (supra)* are squarely applicable to the facts of the present case.

35. It is clear from the aforesaid considerations, that even if the case of the respondent is taken at the highest, he is not entitled to remain in possession of the suit premises as his status as a tenant remains unchanged. And consequently, as stated in Section 108 (B) (q) of the Transfer of Property Act, 1882, the respondent was obligated to return the possession of the suit premises to the petitioner.

36. The respondent has admitted to the existence of the Lease Agreement executed on 09.04.2018, under which the Lessee/Lessor relationship was established for a term of 11 months, with a monthly rent of ₹1,65,000/- plus applicable taxes, starting from 01.04.2018. It was further admitted by the respondent that the



lease agreement expired by its own terms on 31.03.2019, and thereafter, no new lease agreement was entered into between the parties regarding the suit premises. Consequently, the respondent acknowledges that, following the expiration of the Lease Agreement dated 01.04.2018, the parties did not formalize any further lease arrangement.

37. The defence taken by the respondent that it is in possession of the suit premises in pursuance to the MOU, as noted above, is without any merit. Concededly, the said MOU is unregistered and would not confer any right upon the respondent to claim the possession of the suit premises.

38. In the opinion of this Court, the learned Trial Court erred in not granting a decree of possession in favour of the petitioner in the application under Order XII Rule 6 of the CPC. This Court in *A.N. Kaul (supra)* held as under:

“10. The reasoning given in the impugned order, of the petitioner/plaintiff, in the absence of express admission, being not entitled to a decree on admissions is indeed faulty and without considering a series of judgments of this Court. In Ashoka Estate Pvt. Ltd. v. Dewan Chand Builders Pvt. Ltd., (2009) 159 DLT 233, reiterated in judgment dated 14th September, 2017 in C.R.P. No. 190 of 2015 titled Vireet Investments Pvt. Ltd. v. Vikramjit Singh Puri and again reiterated in Bhupinder Jit Singh v. Sonu Kumar, 2017 SCC OnLine Del 11061, it was held (i) that the plaintiff, if otherwise found entitled to a decree on admission, cannot be deprived thereof by astute drafting of the written statement and/or by taking pleas therein which have no legs to stand upon; (ii) the Court is to read the pleadings of the parties meaningfully; (iii) issues are to be framed on ‘material’ and not on all propositions of law and fact; (iv) a plea, which on the face of it is found by the court to be untenable, does not require the framing of any issue. In Adarsh Kumar Puniyani v. Lajwanti Piplani, 2015 SCC OnLine Del 14022 it was held that material



propositions of law or fact would mean such issues which are relevant and necessarily arise for deciding the controversy involved; if a plea is not valid and tenable in law or is not relevant or necessary for deciding the controversy involved, the Court would not be bound and justified in framing issue on such unnecessary or baseless pleas, thereby causing unnecessary and avoidable inconvenience to the parties and waste of valuable Court time. Reliance was inter alia placed on Abbot India Ltd. v. Rajinder Mohindra, (2014) 208 DLT 201 holding that once it is found that there was no defence, merely because a bogey thereof is raised at the stage of framing of issues or upon the respondents/plaintiffs filing an application under Order XII Rule 6 of the CPC, would not call for framing of an issue. It was further held in Bhupinder Jit Singh supra that issues are to be framed only on material propositions of law or fact requiring trial and not on all propositions of fact or law which may be contained in the pleadings and which are not material i.e. on the outcome whereof the outcome of the suit does not depend. The Court is not obliged to, on finding pleas to have been raised in the written statement, mechanically frame issues thereon. If issues were to be framed in such manner, the same would be in disregard of the word 'material' in Order XIV Rule 1 of the CPC. The enquiry thus to be made at the time of framing of issues is, whether the pleas raised in the written statement, purportedly in defence to the claim in the plaint, have any material bearing to the outcome of the suit and if it is found that irrespective of the findings thereon, the plaintiff would be entitled to the relief, the parties are not to be put to trial in the suit. Similarly in Zulfiqar Ali Khan v. Straw Products Ltd., (2000) 87 DLT 76, it was observed that it is a notorious fact that to drag the case, a litigant often takes all sorts of false or legally untenable pleas and it was held that legal process should not be allowed to be misused by such persons and only such defence as give rise to clear and bona fide dispute or triable issues should be put to trial and not illusory or unnecessary or mala fide based on false or untenable pleas, to delay the suit. It was yet further held that the Court is not bound to frame an issue on unnecessary or baseless pleas, thereby causing unnecessary and avoidable inconvenience to the parties and waste of valuable Court time. Reference in this regard may also be made to Kawal Sachdeva v. Madhu Bala Rana, 2013 SCC OnLine Del 1479 and to P.S. Jain Co. Ltd. v. Atma Ram Properties (P) Ltd., (2013) 205 DLT 302.



11. Not only so, Order XV of the CPC empowers the Court to, upon finding that the parties are not on an issue of any question of law or fact, pronounce judgment at once. Thus even if there is no express admission in the written statement but an intelligent reading of the written statement shows the propositions or pleas taken to be not material and no issue to be arising therefrom, the Court is still entitled to pass a decree forthwith.”

(emphasis supplied)

39. The Hon'ble Apex Court, in a catena of judgements has held that in order to ensure that the time of the Courts is not clogged at the expense of matters that are deserving for consideration, the Courts are required to carefully go through pleadings to remove frivolous and deadwood matters.

40. The present petition is allowed in the aforesaid terms, thereby setting aside the impugned order dated 10.03.2023 passed by the learned Trial Court.

41. Consequently, the application under Order XII Rule 6 read with Order XV Rule 1 of the CPC, filed by the petitioner/plaintiff, is allowed, and the petitioner is entitled to a decree for recovery of possession as sought on admissions.

42. Accordingly, a decree be drawn in favour of the petitioner, by the learned Trial Court.

AMIT MAHAJAN, J

MAY 6, 2025