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

Date of Decision: 01st August, 2025

+ RFA 700/2025

MURARI MOHAN

.....Appellant

Through: Mr. M.P. Singh, Advocate.

versus

MEENAKSHI SINGH

.....Respondent

Through: Mr. Pradeep Tyagi and Mr. Ridam Tyagi, Advocates.
Respondent in-person.

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

J U D G M E N T

ANUP JAIRAM BHAMBHANI J.

CM APPL. 46770/2025 (exemption)

Exemption granted, subject to just exceptions.

The application stands disposed of.

RFA 700/2025

CM APPL. 46769/2025 (stay)

By way of the present regular first appeal filed under section 96 of the Code of Civil Procedure 1908, the appellant *inter alia* impugns judgment and order dated 03.06.2025 passed by the learned District Judge, Shahdara District, Karkardooma Courts, Delhi in suit bearing 17 CS No. 2699/24, whereby the suit filed by the respondent seeking a decree of possession, permanent injunction and



mesne profits was decreed, based on an application under Order XII Rule 6 of the CPC filed by the respondent.

2. Issue notice.
3. Mr. Pradeep Tyagi, learned counsel appears for the respondent on advance copy; and accepts notice.
4. Considering the contours of the matter as discernible from the record; and in view of the contents of the impugned judgment, the matter is taken-up for disposal at the stage of issuance of notice itself.
5. From the record, it is seen that summons in the suit were issued on 22.11.2024, pursuant to which the appellant (defendant in the suit) entered appearance on 06.02.2024 and filed his written statement dated 23.12.2024 as well as an additional written statement dated 27.03.2025.
6. Subsequently on 08.04.2025, the respondent (plaintiff in the suit) filed an application under Order XII Rule 6 CPC, which was taken-up for hearing on 03.06.2025, on which date the defendant appeared in-person and submitted that he did not want to engage counsel to represent him in the matter and that he would address arguments on the application under Order XII Rule 6 CPC himself.
7. In this backdrop, on 03.06.2025 the appellant's statement was recorded under Order X Rule 1 CPC, which reads as under:

“Statement of Sh. Murari Mohan, S/o Sh. Prayag Ram, Aged about 55 years, R/o H.No.881, Pocket-D, Dilshad Garden, Delhi-95, Aadhar Card No.220502419189, Mobile No.9811636987.

On SA

I am defendant in the present case. The rent agreements dated 23.04.2009, 23.04.2014 and 07.09.2016 bear my



signatures. The aforesaid rent agreements were executed between me and plaintiff. I came into the possession of the suit property on the basis of rent agreement dated 23.04.2009. I have also received the legal notice dated 08.06.2024.

I am giving the statement voluntarily without any force, pressure, coercion, misrepresentation and undue influence from any quarter.”

(bold in original; underscoring supplied)

8. It is pertinent to record that in Written Statement dated 23.12.2024 filed by the appellant, he stated the following:

“1. That the real owner of the suit property, i.e., Flat No. 881, Ground Floor, Pocket-D, Dilshad Garden, Delhi-110095, is Mrs. Meenakshi Singh, the Plaintiff in the present case.

*“2. That the said suit property was transferred to the Defendant through an **unregistered agreement dated 23rd April 2009**, and defendant have been in possession of the property since that date till today dated 18th December 2024 and have been continuing.(Annexure —A)*

*“3. That defendant have been residing in the suit property from **23rd April 2009 till date**, and my possession has been **continuous, peaceful, uninterrupted, exclusive, open, hostile and known to real owner.** (Annexure -B)*

*“4. That the nature of defendant’s possession of the **suit property is hostile, continuous, and uninterrupted**, and the following documents substantiate the same:*

*a) **MTNL Telephone Bill and Gas Bill** showing possession of the property since 2009 (Annexure-C).*

*b) Defendant’s possession has been **peaceful**, and there has been a cordial relationship between defendant and the Plaintiff. There has never been any dispute between us from 2009 till date. The Defendant even attended the funeral of the Plaintiff’s - husband in 2017 and also*



attended the wedding ceremony of the Plaintiff's daughter upon invitation (Annexure-D).

* * * * *

*“8. That the Plaintiff has never paid the **Property/MCD Tax** for the suit property, while I, the Defendant, have been paying the said tax from 2009 to 2024 (Annexure-F).*

* * * * *

*“11. That any financial payments made to the Plaintiff were- not in the nature of rent but rather **financial assistance** extended to her during her husband's illness, who ultimately passed away in 2017 due to cancer. Further financial help was extended during the COVID-19 period. The financial assistance was given with an **oral understanding that the amount would be returned** after a specified period.*

*“12. That no **landlord-tenant-relationship** has ever been created between the Plaintiff and defendant due to the following:*

- a) There is **no registered agreement** between the parties.*
- b) No **rent receipt** has ever been issued by the Plaintiff to defendant.*

*“13. That defendant has been in **open, peaceful, continuous, and hostile possession** of the suit property for the past **15 years**, which is well known to the real owner. Hence, it is evident that my possession constitutes **adverse possession**.*

*“14. That due to defendant's adverse possession of the suit property, the Plaintiffs title and rights over the said property have been **extinguished**, and she has no legal remedy available.*

(bold in original; underscoring supplied)

9. Furthermore, in Additional Written Statement dated 27.03.2025 filed by him, the appellant stated the following:

*“1) That the agreements executed between Mrs. Meenakshi Singh and Murari Mohan in **April 2009, and later in 2014 and 2016** have no legal obligations as all three agreements collectively*



exceed one year and are unregistered. Therefore, these agreements are void ab initio.

* * * * *

“3) That since the said agreements are void and have no legal status, no tenancy has been established from the beginning till date, i.e., from April 23, 2009, to March 2025. Consequently, no landlord-tenant relationship has ever existed between the plaintiff and the defendant. This is one of the key constituents of adverse possession.

* * * * *

“6) That in light of the above, the defendant is entitled to the restoration of all advantages received by the plaintiff, along with compound interest at the rate of 9% per annum.”

(bold in original; underscoring supplied)

10. Based on the averments made in his written statement and additional written statement; as well as the appellant's statement recorded under order X Rule 1 CPC on 03.06.2025; and on specific queries made to the appellant in the course of the hearing before it, the learned trial court has proceeded to draw the following inferences:

“On the specific query of this Court, defendant submitted that the rent agreement dated 23.04.2009 is the document vide which he came into the possession of the suit property.

* * * * *

“On the specific query of this Court, defendant agrees that the agreements dated 23.04.2014 and 07.09.2016 were also executed between him and plaintiff and the said rent agreements also bears his signatures. He further submits that the agreements dated 23.04.2009, 23.04.2014 and 07.09.2016 are unregistered agreements and they cannot be read in evidence.

“Defendant further admits that he has received the legal notice dated 08.06.2024. He submits that thereafter he has received the summons of the present suit.

* * * * *



“Defendant submits that he is in possession of the suit property from last 16 years and therefore, he has become owner of the suit property by way of adverse possession. He further submits that the rent agreements dated 23.04.2009, 23.04.2014 and 07.09.2016 are void-ab-initio and has no legal sanity.

“Defendant in his WS has denied that the landlord-tenant relationship, however, he has pleaded that on the basis of agreement dated 23.04.2009, he came into the possession of the suit property. Defendant has admitted the execution of the agreement dated 23.04.2009, 23.04.2014 and 07.09.2016 executed between him and plaintiff. He also admits his signatures on the aforesaid rent agreements. He further admits that he used to pay some amount to the husband of plaintiff and after his death, to the plaintiff. Defendant himself has filed copy of 04 cheques and submitted that the aforesaid amount has been credited in the account of plaintiff which has also been admitted by the plaintiff. The main contention of the defendant is that he is in possession of the suit property from last more than 16 years, therefore, he has become the absolute owner of the suit property by way of adverse possession. It is settled law that tenant is always a tenant and a tenant cannot become an owner by way of adverse possession. The possession of the tenant in the premises cannot be adverse/hostile against the true owner particularly when he was regularly paying the rent to the landlord. Defendant has admitted the execution of the aforesaid rent agreements between him and plaintiff which clearly proves landlord-tenant relationship between plaintiff and defendant. The defendant has not pleaded that the rate of rent of the tenanted premises is below Rs.3500/- per month. The defendant has also not taken the objection that he is protected under Section 50 of DRC Act. Defendant has admitted that he has received the legal notice dated 08.06.2024.

“The rent agreement dated 23.04.2009 is for 11 months. The rent agreement dated 23.04.2014 is also for 11 months. The rent agreement dated 07.09.2016 is also for 11 months. The aforesaid rent agreements are for 11 months and therefore, the same does not require registration as per Section 17(1)(d) of the Registration Act, 1908. The tenancy of defendant was from month to month which was



extended orally after expiry of agreement dated 07.09.2016. The defendant has not pleaded that his tenancy was year to year. The objection of defendant that the rent agreements are unregistered documents, therefore, they are void and cannot be relied, have no substance in it and the same is meritless.

In view of the above observations, this Court concludes that defendant is the tenant of the plaintiff in the tenanted premises and the plea of adverse possession is vague, meritless and unsustainable.

*Considering that defendant has admitted the rent agreements dated 23.04.2009, 23.04.2014 and 07.09.2016 executed between him and plaintiff, the rate of rent mentioned in the agreement dated 07.09.2016 is Rs.11,500/- per month, defendant has admitted the receipt of legal notice dated 08.06.2024 and above observations, this Court concludes that defendant has no right to be in physical possession of the suit property after receiving the legal notice dated 08.06.2024 and summons of the present suit, therefore, application under Order XII Rule 6 CPC is hereby **allowed**."*

(bold in original; underscoring supplied)

11. Based on the aforesaid reasoning, the learned trial court has decreed the suit for possession as well as for permanent injunction.
12. This court has heard the learned counsel appearing for the appellant, who submits that though the matter is still pending before the learned trial court for framing of issues in relation to the relief of *mesne profits* and for further proceedings on 20.08.2025, the decree for possession and permanent injunction could not have been passed summarily based on an application under Order XII Rule 6 CPC. Learned counsel argues, that by doing so the learned trial court has denied to the appellant the right of hearing and has also violated the principles of natural justice.



13. A perusal of the record shows that the suit has proceeded in the following manner:
 - 13.1. Summons in the suit were duly served upon the appellant, whereupon he filed his written statement as well as an additional written statement.
 - 13.2. Thereafter, an application under Order XII Rule 6 CPC was filed by the respondent, which was taken-up for hearing on 03.06.2025.
 - 13.3. On the very same day *i.e.*, 03.06.2025, the learned trial court recorded the appellant's statement, which it was empowered to do under the provisions of Order X Rule 1 CPC. In the said statement, the appellant admitted that he came into possession of the suit property as a tenant on the basis of rent agreement dated 23.04.2009; he also admitted his signatures on the rent agreements dated 23.04.2009, 23.04.2014 and 07.09.2016; he also admitted that the last paid rent for the subject property was Rs.11,500/-. The appellant also admitted receipt of legal notice dated 08.06.2024 under section 106(1) of the Transfer of Property Act, 1882.
 - 13.4. In the proceedings on the application under Order XII Rule 6 CPC, the appellant however contended that since he had been in possession of the subject property for the last 16 years, he had therefore become owner thereof by adverse possession.
14. In this backdrop, the learned trial court has concluded that once the appellant admits that his claim to the subject property arises from the aforesaid rent agreements, he cannot in the same breath, contend that



his possession of the subject property is ‘hostile’ as against the respondent. Insofar as the appellant’s contention that the subject property has been transferred to him through an unregistered agreement dated 23.04.2009 is concerned, the learned trial court has concluded that such transfer is not valid in law.

15. In this view of the matter, the learned trial court has held that there is no defence to the suit; and has accordingly proceeded to allow the application under Order XII Rule 6 CPC insofar as the reliefs of possession and permanent injunction are concerned, keeping the issue of *mesne profits* open for trial.
16. Upon hearing the arguments presented on behalf of the appellant, it appears that the appellant’s main *grouse* is that a suit seeking his ejection from the subject property, which he has occupied for 16 long years, has proceeded at such a fast pace that the proceedings filed on 08.11.2024 have been concluded and the suit has been decreed as regards the relief of possession on 03.06.2025*i.e.*, in just about 7 months. Contrary to the usual complaint that courts take inordinately long to decide matters, the appellant seems to entertain rancour since, according to him, *expeditious disposal of the suit has led to violation of the principles of natural justice.*
17. Contrary to the popular narrative that litigants are aggrieved by the law’s delays, it appears that it is also not uncommon that in adversarial litigation, one of the contesting parties rejoices in the law’s delay, since such party gets to retain some undeserved advantage due to the long pendency of a case.



18. This court would only express amusement at the stand taken by the appellant in the present proceedings.
19. Be that as it may, on the merits of the appeal, this court finds that the impugned judgment and decree dated 03.06.2025, which has proceeded on admissions made by the appellant and his statement recorded on 03.06.2025, is perfectly in order; and there is nothing remiss in the judgment.
20. Upon conclusion of the long hearing in the matter, learned counsel for the appellant submits, that since, for better or worse, the appellant has been in possession of the subject property for the last about 16 years, he be granted some reasonable time to vacate it. This proposal has been put to the respondent, who is present in-person. The respondent has very graciously said, that she is willing to give to the appellant 02 months' time beginning today, to vacate the subject property.
21. Accordingly, it is directed that the appellant shall be entitled to continue to remain in use and occupation of the subject property for a period of 02 months from today, *not* in the capacity of a tenant or other authorised occupant, but *only* in permissive use thereof, as allowed by the respondent and as per orders of this court.
22. Consequently, the appellant shall be liable to hand-over vacant, peaceful, physical possession of the subject property to the respondent by or before 30.09.2025, failing which the appellant shall be liable for summary and immediate ejectment from the suit property. Let an affidavit to the above effect be filed by the appellant before the learned trial court, within 04 weeks.



23. The learned trial court seized of the issue of *mesne profits* in the suit shall ensure compliance of the aforesaid directions.
24. Subject to the above directions, RFA No. 700/2025 and CM APPL. No.46769/2025 stand dismissed *in-limine*.
25. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

AUGUST 1, 2025/ak