



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

% *Reserved on: 11th March, 2026*

Pronounced on: 5th June, 2026

+ **RFA 193/2024 & CM APPL. 16789/2024**

KUMAR JAI SINGH

S/o Late Sh. R. P. Singh,

R/o Flat No.198, Munirka Enclave, New Delhi.Appellant

Through: Mr. Arvind Varma, Sr. Advocate with
Mr. Saurabh Seth, Ms. Mahima
Chauhan, Ms. Sneha Masani and
Mr. Pratham Mehrotr, Advocates.

versus

MRS. NEELIMA THAKUR

Since Deceased Represented through her LRs.

(a) Mr. Ajay Thakur

S/o Late Sh. H. K. Thakur,

R/o C-6/57, Second Floor,

Safdarjung Development Area, Delhi.

(b) Ms. Bhavna Thakur

D/o Sh. Ajay Thakur

R/o C-6/57, Second Floor,

Safdarjung Development Area, Delhi.

....Respondent

Through: Mr. Arunav Patnaik, Ms. Aanchal
Tikmani, Mr. Nirbhay Nitya Nanda
and Mr. Shiladitya Gopalkrishna,
Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. Regular First Appeal under Section 96 of the Code of Civil Procedure, 1908 ('CPC') has been filed on behalf of the



Appellant/Defendant, Mr. Kumar Jai Singh against the *Judgment and Decree dated 14.02.2024*, whereby the Civil Suit bearing CS No.57/2020, filed on behalf the Plaintiff/Respondent Mrs. Nilima Thakur, has been decreed against the Appellant; and Plaintiff's Application under Order XII Rule 6 of CPC has been allowed, directing the Defendant to handover vacant and peaceful possession.

2. The Plaintiff/Respondent Mrs. Nilima Thakur has filed CS (OS) No.57/2020 seeking Eviction and Possession of the Property bearing No.198, Munirka Enclave, New Delhi (hereinafter referred to as '*Suit Property*') along with *Mesne* Profits.

3. **The facts in brief**, are that Plaintiff / Respondent, who is registered owner of the Suit Property, through SPA Holder Mr. Ajay Kumar, let out the Suit Property to the Defendant / Appellant Mr. Kumar Jai Singh, vide Lease Deed dated 23.12.2011, for residential purpose since 01.01.2012 @ Rs.47,500/- per month, besides maintenance.

4. It was further agreed between the parties that the rent would be enhanced by 10% on the expiry of period of Lease Deed and an interest free security deposit of Rs.95,000/- had also been paid to the Plaintiff / Landlord vide Cheque No.157110 dated 16.12.2011. It was also agreed that in case, the Defendant / tenant fails to vacate the Suit Property, due to any reason whatsoever, and continues to illegally occupy the Suit Premises, he was liable to pay Rs.2,000/- per day as damages, for the period of default in handing over the vacant possession of the Suit Property to the Plaintiff.

5. In terms of the Lease Deed, Defendant stated living as tenant in the Suit Property from 01.01.2012 and was paying the monthly rent, as was agreed between the parties. This Lease Deed was extended Five times in the



coming years with enhanced rent and *vide* last Lease Deed, rate of rent was payable @ Rs.61,000/- per month from November, 2016 to 31.10.2017 and all the terms and conditions of the first Lease Deed dated 23.12.2011 were same. After expiry of this last extended Lease Deed, Plaintiff sought possession of the Suit Property and did not extend it, after its expiry on 31.10.2017.

6. On request of the Defendant, Plaintiff along with her husband visited the Defendant's house, to discuss the modalities in respect of the Suit Property, wherein Defendant and his wife Mrs. Aparna Singh, introduced them to one Mr. Khan, allegedly the Defendant's driver, who picked up a fight and extended threats to the Plaintiff and her husband and pressurized them to sign an amendment to original Lease Deed dated 23.12.2012, which had already been prepared by the Defendant. The applicable rent of Rs.61,000/- was also forcibly reduced to Rs.50,000/- per month subject to TDS of 5% and Defendant had agreed to vacate the Suit Property by 30.06.2018. Plaintiff and her husband had no option, but to sign the amendment to the Agreement.

7. After the expiry of this amendment to the Agreement on 30.06.2018, by efflux of time, the Plaintiff sought possession of the Suit Property, however, on 12.09.2019, the Defendant and his wife had called the Plaintiff's husband on WhatsApp and threatened him with dire consequences if the Suit Property was not sold to them for a total value of Rs.75,00,000/- or as an alternative handover Rs.50,00,000/- to them for vacating the Suit Property. Defendant and his wife were continuously threatening and last call was received on 23.09.2019.



8. Plaintiff and her husband, to safeguard themselves and the Suit Property, had filed a Criminal Complaint vide DD No.36B dated 26.09.2019 to the SHO, Police Station: Kishangarh, which is pending enquiry.

9. Thereafter, Plaintiff had served a Legal Notice dated 31.10.2019, asking the Defendant to handover the vacant and peaceful possession of the Suit Property. However, Defendant gave Reply dated 15.11.2019, wherein he concocted a story that he had agreed to purchase the Suit Property for a total sale consideration of Rs.1,72,00,000/- in October, 2014 and had even paid Rs.25,00,000/- to the Plaintiff as an advance consideration, on the basis of an oral Agreement to Sell. He also admitted that he is in continuous possession and occupation of the Suit Property since January, 2012.

10. Thereafter, Defendant filed a Civil Suit bearing No.854/2019 for Specific Performance along with Permanent and Temporary Injunction, which is pending adjudication in the Court.

11. The Plaintiff claimed that Defendant was a tenant and after efflux of time of Lease Deed, he is liable for evocation. Hence, the Suit was filed seeking Possession; *Mesne* Profits @ Rs.1,20,000/- subject to applicable TDS, being the *mesne* profits for illegal possession of the Suit Property, starting from 19.11.2019 till filing of the present Suit; directions to the Defendant to pay Rs.60,000/- per month as *Mesne* Profits, aside from applicable Rent of Rs.50,000/- per month subject to applicable TDS till the handing over the vacant and peaceful possession of the Suit property; and also Permanent Injunction to restrain the Defendant from creating third party interest in the Suit Property; and lastly to direct the Defendant to pay interest @ 18% per annum.



12. The Suit was contested by Appellant / Defendant Mr. Kumar Jai Singh, who asserted that the Suit for Possession filed by the Plaintiff was liable to be dismissed or stayed till disposal of his Civil Suit No.854/2019, whereby he had sought the Specific Performance of an oral Agreement to Sell. The averments made in the Plaint were denied. It was stated that he did Senior Management from IIM Calcutta and had been working discreetly with various Central Government agencies.

13. The Defendant, through a property broker, had taken the Suit Premises on rent from the Plaintiff and an unregistered Lease Deed dated 23.12.2011 for a period of 11 months was executed at an agreed rent of Rs.47,500/- per month. This Lease Deed was admittedly renewed for several years.

14. The Defendant claimed that the Plaintiff offered to sell this Suit Premises to the Defendant for a sale consideration of Rs.1,72,00,000/- and he paid Rs.25,00,000/- in cash to her as advance money in October, 2014. Since then, the Defendant has been residing in the premises as the owner of the Suit Property.

15. The Defendant admitted receiving the Legal Notice dated 04.11.2019, but he admittedly gave a Reply disclosing about this oral Agreement to Sell entered into between him and the Plaintiff. He submitted that this deal was done in the presence of Mr. Ajay Kumar (Plaintiff's husband), Mr. Jitendra Kumar Singh, Mr. Surender Tomar and Ms. Aparna Singh (Defendant's wife).

16. It was claimed that this fact has been cleverly concealed in the Plaint. The Defendant is ready and willing to pay the full consideration after the



advance payment made by him, but the Plaintiff had been buying time and admittedly, did not extend the Lease Deed.

17. It is submitted that since the Plaintiff was seeking time for execution of the Sale Deed, on the request of the Defendant, she agreed to waive the rent, as he was an occupant of the Suit Property as an owner. She also considered the request of the Defendant and reduced the occupation charges from Rs.61,000/- to Rs.50,000/- per month, by way of an amendment to the last Lease Deed, which was signed by both the parties for the further period till 30.06.2018.

18. It was also agreed that the said amount would be adjusted towards sale consideration. The Defendant continued to pay the rent at the rate of Rs.50,000/- per month, in the Plaintiff's account without demanding any Receipt. It is therefore, submitted that the Suit of the Plaintiff seeking Possession and *Mesne Profits* was liable to be dismissed.

19. Issues, framed on the pleadings on 05.08.2023, are as under:

“1. Whether the plaintiff is entitled to decree of possession in respect of the suit property bearing no. 198, Munirka Enclave, Munirka, New Delhi-110067 as prayed in the prayer clause (a) of the plaint? OPD

2. Whether the plaintiff is entitled for decree for mandatory injunction to the defendant to make payment of Rs.1,20,000/- towards mesne profits from 19.11.2019 till the filing of the present suit as prayed in the prayer clause (b) of the plaint? OPP

3. Whether the plaintiff is entitled to decree for payment of sum of Rs.60,000/- as mesne profits apart from applicable rent of Rs.50,000/- per month subject to TDS till handing over the vacant and



peaceful possession of the suit property as prayed in the prayer clause (c) of the plaint? OPP

4. Whether the plaintiff is entitled for permanent injunction restricting the defendant, his agents, employees, family members or any other person connected with the defendant from creating third party rights as prayed in the prayer clause (d) of the plaint? OPP

5. Whether the plaintiff is entitled to interest on the amounts @18% p.a. as prayed in the prayer clause (e) of the plaint? OPP

6. Relief.”

20. Thereafter, an Application under Section 8 of Arbitration and Conciliation Act, 1996, was filed by the Defendant, for referring the dispute to arbitration, which was contested by the Plaintiff.

21. Learned District Judge dismissed this Application by observing that the Application had been withdrawn and the issues had been framed and recording of the evidence had commenced, therefore, it was evident that the Defendant had submitted himself to the jurisdiction of the learned Civil Court, Therefore, this Application under Section 8 of Arbitration and Conciliation Act was not maintainable.

22. Thereafter, an Application under Order XII Rule 6 of CPC was filed by the Plaintiff seeking eviction of the Defendant from the Suit Premises.

23. Learned District Judge considered all Lease Deeds / Agreements and concluded that the capacity of the Defendant was that of a tenant and it has not matured into that of an owner, in the absence of any written registered document and he was not entitled to protection of the possession on the alleged claim of an oral Agreement to Sell.



24. Consequently, this Application was allowed and the Suit of the Plaintiff for Possession was Decreed vide impugned *Judgment and Decree dated 14.02.2024*.

25. Aggrieved by the impugned *Judgment and Decree dated 14.02.2024*, the Defendant / Appellant has filed present Appeal.

26. **The grounds of challenge** are that the Appellant, along with his Written Statement has filed the Application under Section 8 of Arbitration and Conciliation Act, for referring the dispute to the learned Arbitrator, in terms of the Arbitration Clause contained in the Lease Deed.

27. Plaintiff had claimed that since the Lease Deed had expired, the Arbitration Clause was not binding and the Suit was based on the Appellant Defendant being a monthly tenant in the Suit Premises and that the dispute could not be referred to Arbitration. On these submissions, Appellant had given a Statement that he would not be pressing his Application under Section 8 of Arbitration and Conciliation Act. However, Plaintiff himself had filed three Applications; (1) under Section 15A of CPC for enhancement of occupation charges with 10% annually; (2) under Order XII Rule 6 of CPC for judgment on admission; and (3) under Order XXXIX Rules 1 and 2 of CPC for Injunction, relying upon the same Lease Deeds, which were disputed by the Plaintiff and pleaded to be not binding.

28. Learned District Judge has failed to consider the shifting stand of the Respondent / Plaintiff, approbating and reprobating in the same breath. He cannot be permitted to take advantage of her own wrong. The Judgment of *Himangi Enterprises* in the case of *Rani Suri vs. Swarantech Information System Pvt. Ltd.* has been wrongly distinguished by the learned District Judge.



29. There was a specific Arbitration Agreement existing in the Lease Deed and therefore, the matter was liable to be referred to the Arbitration and the learned Civil Court had no jurisdiction to entertain the Suit.

30. It is further submitted that the issues have already been framed in the Suit of the Appellant for Specific Performance as well as in the present Suit. In fact, instead of recording the evidence, the Application under Order XII Rule 6 of CPC has been erroneously allowed.

31. Likewise, Judgment of M/s Jagdambey Builders vs. J. S. Vohra, 2016 SCC OnLine Del 765, is not applicable to the facts of the present case, as in that case no Suit for Specific Performance had been filed by the Defendant, who was claiming possession as the owner.

32. Hon'ble Supreme Court in catena of Judgments has held that circumstantial flexibility, one additional or different fact may make a world of difference between the conclusion in two cases.

33. Similar observations were made in the case of P.G.I. of M.E. and Research vs. Raj Kumar, 2001 AIR SCW 77.

34. It has been explained in the case of Bhavnagar University vs. Palitana Sugar Mills Pvt. Ltd., AIR 2003 SC 511, that a Judgment is an authority for which it is decided and not what can logically and not what can logically be deducted therefrom.

35. Similarly, in the case of Ashwani Kumar Singh vs. U.P. Public Service Commission, AIR 2003 SC 2661, it has been held that no reliance can be placed on a decision, without discussing whether it was rendered in the same factual and legal background.

36. It is claimed that the stand of the Respondent was full of contradiction, in so much as the subsequent Lease Deed dated 08.01.2018



was claimed to have been signed under coercion and undue influence. Whereas, during the course of arguments on the Application under Order XII Rule 6 of CPC, the counsel for the Respondent had argued that the extension of Lease continued till June, 2018.

37. The Defendant, on the other hand, had taken a categorical stand that since 2014 he has been in continuous possession of the Suit Property, pursuant to an oral Agreement to Sell and payment of part consideration of Rs.25,00,000/-.

38. In the case of Rajinder Singh Bhatia vs. Manju Bhatia, this Court has held that categorical and unconditional admissions are required for granting the relief under Order XII Rule 6 of CPC. It was held that the Application filed by the Plaintiff under Order XII Rule 6 of CPC fails to establish a clear and unambiguous admission on the part of the Defendant. The right of fair defense of the Defendant is thus protected.

39. Similarly, in the case of S. M. Asif vs. Virendra Kumar Bajaj, (2015) SCC 287, Supreme Court held that mere admission of a relationship of landlord and tenant cannot be termed as an unequivocal admission to decree the Suit under Order XII Rule 6 of CPC.

40. Reliance placed by the learned District Judge on Mrs. Uma Hada vs. Sunil Gupta, 2021 SCC Online Del 3009, is misplaced as it was based on totally different facts, inasmuch, as the Defendant did not pay any rent from a certain date, whereas, in the present case, pursuant to Order 15A of CPC, the Appellant has been depositing the occupation charges at the rate of Rs.50,000/- per month.

41. Likewise, the reliance on Md. Raza vs. Geeta, (2022) 13 SCC 756, was erroneous as the Supreme Court, in the case of Karan Kapoor vs.



Madhuri Kumar, decided on 06.07.2022, had held that for the purpose of Order XII Rule 6 of CPC admission is not only required to be clear and categorical, so as to exercise the discretion by the Court without dealing with the defense of the Defendant, when a Decree is passed under Order XII Rule 6 of CPC, it has to be based on clear and categorical admissions.

42. Appellant herein has already filed a Suit for a Specific Performance and had made part payment and therefore, he is no longer in Possession of the Suit Property as a tenant, in terms of Section 53A of Transfer of Property Act.

43. The observations made by the learned Trial Court, placing reliance on Uma Hadais erroneous. It has been wrongly held that the defense of the Appellant is doubtful, moonshine and sham. The Suit for a Specific Performance was filed by the Appellant prior to November, 2019 and in fact, it is a Suit of the Plaintiff, which is a counter-blast. The impugned *Judgment and Decree dated 14.02.2024* on admissions under Order XII Rule 6 of CPC is therefore, liable to be set aside.

44. The Appellant has filed his Written Submission on similar lines, as the grounds of present Appeal.

45. Respondent in her Written Synopsis has affirmed that Application of the Defendant under Section 8 of Arbitration Conciliation Act had been dismissed as not pressed vide Order dated 24.01.2023. The Defendant had submitted himself to the jurisdiction of the Court and thus, cannot seek reference of the dispute to arbitration.

46. In regard to the admissions, scope of Order XII Rule 6 of CPC, reliance was placed on Payal Vision Ltd. vs. Radhika Choudhary, (2012) 11 SCC 405, wherein it was held that in a Suit for Recovery of Possession from



a tenant, whose tenancy is not protected under Delhi Rent Control Act, all that is required to be established by the Plaintiff / Landlord is the existence of jural relationship of landlord and tenant between the parties and the termination of tenancy either by lapse of time or by a Notice served under Section 106 of the Transfer of Property Act. So long as these two aspects are not in dispute, the Court can pass a Decree under Order XIIRule 6 of CPC.

47. Hon'ble Supreme Court in Md. Raza(*supra*)has held that until and unless a Decree is passed in a Suit for Specific Performance in favour of the tenant and the Sale Deed is executed pursuant to such Decree, the tenant cannot claim to have become an owner of the Suit Property and the Decree has been rightly passed under Order XII Rule 6 of CPC. It was therefore, submitted that there is no merit in the present Appeal, which is liable to be dismissed.

Submissions heard and record perused.

48. It is admitted that the Defendant entered into a Lease Deed dated 23.12.2011. It is also not disputed that the Lease Deedswere regularly renewed till June,2018 and the last rent payable under the last Lease Deed was Rs.61,000/- per month, though the parties entered into an amended Lease Deed dated 08.01.2018, whereby the rate of rent was reduced to Rs.50,000/- per month.

49. It is also not in dispute that after the last Lease Deed expired on 30.06.2018, the same was not renewed and the tenancy of the Appellant had expired by efflux of time.

50. Another important aspect is that despite the termination of tenancy by efflux of time, the Defendant / Appellant,as per his own submissions, had been continuously paying the rent pursuant to the Orders of the Court under



Section 15A of CPC. The admissions of the Appellant being a tenant and his tenancy having expired by efflux of time are two facts, which are not disputed and are categorically admitted by the Defendant.

51. His sole defense rests on his claim that the parties had entered into an oral Agreement to Sell in October, 2014, whereby the Plaintiff / Owner had agreed to sell the Suit Property for a total sale consideration of Rs.1,75,00,000/- and an advance payment of Rs.25,00,000/- was made in cash to the Plaintiff / Landlord. The entire defense of the Appellant is around the alleged oral Agreement to Sell of October, 2014.

52. It is an admitted case of the Defendant that no written or registered document was executed in respect of this alleged Agreement to Sell. Also, there was no proof of payment of Rs.25,00,000/-, paid in cash to the Plaintiff. Pertinently, the alleged transaction is alleged to have taken place in October, 2014, but no date is mentioned and it is only a vague assertion, in so much as, no specific date of Agreement to Sell has been mentioned. Not only this, there is no proof whatsoever, of payment of Rs.25,00,000/- in cash.

53. The Defendant has also not disclosed the source, from where he had arranged this amount to even give a semblance of proof of the payment of this alleged amount of Rs.25,00,000/-. The plea of oral Agreement to Sell is therefore, not only vague but lack any specifics. Even if, for the sake of argument, it is accepted that there may have been an oral Agreement to Sell, as has been claimed by the Defendant, what needs to be further considered is whether it gives him right to continue in the Suit Premises, despite termination of his tenancy by efflux of time and service of Legal Notice.



54. At the outset, it may be noted that if he had entered into oral Agreement to Sell in October, 2014, there was no need or requirement for him to have continued entering into the Lease Deeds / Agreements in the subsequent years and the last being in 2017-18, which expired on 30.06.2018. Pertinently, in none of these Lease Deeds / Agreements, which were executed subsequent to this alleged oral Agreement to Sell in October, 2014, there is any mentioning of either the oral Agreement to Sell or payment of this alleged amount of Rs.25,00,000/- as advance money.

55. No reason whatsoever, has been given by the Defendant, who is a highly educated and illustrious person, to explain the stoic silence in not recording this fact in any document, admittedly executed between the parties thereafter.

56. Furthermore, Appellant's own admissions about the continued tenancy establish that his possession did not change to that of an owner, but continued to be in the capacity of a tenant. In this regard, learned District Judge has rightly referred to the case of M/s Jagdambey Builders (*supra*), wherein this Court has held that the first question for adjudication is, whether the nature of possession of the Appellant in the Suit Premises changed from that of a tenant to the purchaser.

57. Section 108 of Transfer of Property Act, 1882, provides for the rights and liabilities of the lesser and lessee, in the absence of a contract or legal usage to the contrary. Clause B(q) of Section 108 provides that the lessee, on determination of lease, is bound to put the lesser into the possession of the Property.

58. It was further held that a mere Agreement to Sell of immovable Property does not create any right in the Property save the right to enforce



the Agreement. Even if it was found that he had entered into an Agreement to Sell, he would not get any right to continue in the possession of the Suit Property, in which he was admittedly a tenant.

59. Likewise, in the case of *Jiwan Das vs. Narain Das*, AIR 1981 Delhi 291, it was held that no right endures to the agreement purchaser, not even after the passing of a Decree of Specific Performance till the Conveyance Deed is executed in his favour.

60. Therefore, the Appellant was held to have no right of occupation in the tenanted premises, merely on the basis of an Agreement to Sell in his favour.

61. In *M/s Jagdambey Builders (supra)*, it was further held that Section 53A of Transfer of Property Act codifies the Doctrine of Part Performance. Any person, who is put in possession of the Property pursuant to an Agreement to Sell in writing, is entitled to remain in possession. If the writing does not record the possession of the premises to have been delivered pursuant to or in part-performance of Agreement to Sell, the Appellant / tenant does not acquire any right to continue in the Suit Premises. A reference was also made to Stamp Act, 1899, which provides that an Agreement to Sell of immovable property, wherein the possession is delivered to the tenant in part-performance, it can be done only by way of a registered document bearing the Stamp Duty of 90% of the total agreed sale consideration.

62. Likewise Section 49 of the Registration Act, 1908, (as amended in 2001), provides that a Plea of part-performance, in the absence of registered document cannot be considered. In the absence of any registered document to sell, the Defendant cannot seek the protection of his possession.



63. The principle “once a tenant always a tenant” has been invoked in these circumstances by this Court in the case of M. R. Sawhney vs. Doris Randhawa, AIR 2008 Delhi 110 (SLP No.13820/2008, against which was dismissed on 22.10.2010), it was held that once a tenant always remains a tenant, unless the status is changed by contract or by operation of law.

64. In Abdul Hakim Mia vs. Pana Mia Miaji, AIR 1919 Calcutta 293 (DB), it was held that the lessee cannot alter the character of his possession, if he has been inducted as a tenant without the consent of the Plaintiff. Likewise, in M.Mujibar Rahaman vs. Isub Surati, AIR 1928 Calcutta 546, which was followed in Sanapathi Sitharamiah vs.Nandarapu Ramaswamy, AIR 1938 Madras 73, it was held that estoppel under Section 116 of the Evidence Act, continues even after the expiration of period of lease and unless the tenant openly surrenders the possession, he is estopped from contesting the title of the landlord.

65. This principle was also applied by the Supreme Court in Sant Lal Jain vs. Avtar Singh,(1985)2 SCC 332, wherein it was held that a licensee must be deemed to be always a licensee. It is not open to him during the subsistence of the licence or in a Suit for Recovery of Possession of Property instituted after instituted a revocation of licence, to set up a title to the Property in himself or anyone else. It is his plain duty to surrender possession of the Property as a licensee and seek his remedy separately, in case, he has acquired the title to the Property subsequently.

66. In the case of Raptakos Brett & Co. Ltd.Vs. Ganesh Property,(1998) 7 SCC 184, it was held that if a tenant wants to show that he is not bound to hand over the vacant possession to the landlord, as he has paid the market value of the construction put in by him on the Leased Property, there should



be an express term to the contrary in the contract of tenancy, which would override Section 108(B)(q) obligation. Such express term has to be in a Contract, in accordance with the law and w.e.f. 24.09.2001 it is required to be in a registered document. A plea in this effect cannot be taken by the Appellant.

67. In the case of Uma Hada(supra), this Court reiterated that to seek a relief under Section 53A of TPA, the documents has to be registered and no protection can be claimed under the unregistered documents, to take advantage of Section 53A of TPA.

68. In the end, reference may be made to Md. Raza(supra), wherein similar situation came up for consideration, where the tenant had instituted a Suit for Specific Performance against the Plaintiff, who was admittedly the owner. It was held that merely on the basis of an Agreement to Sell the Defendant cannot be said to have become the owner of the Suit Property, until and unless a Decree is passed in the favour of the Defendant and the Sale Deed is executed, pursuant thereto, to the Defendant cannot claim himself to be the owner of the Suit Property.

69. The Defendant in the Written Statement had claimed that he ceased to be tenant of the Plaintiff, but had become owner thereof. However, Defendant's claim of becoming the owner was not tenable, till the Suit for Specific Performance was decided in his favour. Defendant's admission in respect of the Plaintiff being the owner and he being a tenant was an admission, on which a Decree under Order XII Rule 6 of CPC was mandated and such an Order cannot be said to be erroneous.

70. Furthermore, if ultimately the Defendant succeeded in a Decree for Specific Performance, then the necessary consequences shall follow and the



Plaintiff would be liable to hand over the possession to the Defendant in Execution of the Decree of Specific Performance.

71. In the present case, as has been already discussed above, Defendant / Appellant was admittedly a tenant and has been continuing to pay the rent till date, which shows that his possession never changed from that of a tenant to the owner. He continues to be a tenant in the Suit Premises. Therefore, he is a tenant. Mere filing of a Suit for Possession on the basis of an alleged oral Agreement to Sell in October, 2014, does not entitle him to seek the Possession in the Suit Premises.

72. Moreover, the Defendant could have sought protection under Section 53A of TPA only under a registered document, which admittedly does not exist.

73. In the present circumstances, Suit of the Plaintiff / Respondent has been rightly decreed and there is no infirmity in the impugned *Judgment and Decree dated 14.02.2024*.

74. The **Appeal along with pending Applications stands dismissed**, being without merit.

**(NEENA BANSAL KRISHNA)
JUDGE**

JUNE 5, 2026/R