



2026:DHC:9030



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

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*Reserved on: 01st September, 2026
Pronounced on: 12th October, 2026
Uploaded on: 12th October, 2026*

CNR No. DLHC010362802026

+ **RSA 138/2026, CM APPL. 52205/2026, CM APPL.52206/2026**

MS. SUKLA SIKDER

D/o Sh. Subhash Sikder

R/o House No. 5/178

3rd Floor, Gali No. 4,

Lalita Park, Laxmi Nagar,

Delhi-110092.

.....Appellant

Through: Mr. Rabin Majumder, Advocate.

versus

MRS. RANI (DEAD)

Through LRs

1. SH. RAMESH KUMAR

R/o Apartment G21,

2nd Floor Mangal Bazar,

Laxmi Nagar, Delhi-110092.

....Respondent No.1

2. SH. KUMAR VIKRAM

R/o Apartment G21,

2nd Floor Mangal Bazar,

Laxmi Nagar, Delhi-110092.

...Respondent No.2

3. SMT. ARTI

R/o Apartment G21,

2nd Floor Mangal Bazar,

Laxmi Nagar, Delhi-110092.

...Respondent No.3

4. SMT. SHIVANI SHARMA

R/o Apartment G21,

2nd Floor Mangal Bazar,

Laxmi Nagar, Delhi-110092.

...Respondent No.4

Signature Not Verified

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Through: Mr. Sanjay Kumar, Mr. Manoj Kumar,
Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The present **Regular Second Appeal under Section 100 of the Code of Civil Procedure, 1908** (*hereinafter referred to as the "CPC"*) has been filed by the Appellant/Defendant assailing the Judgment and Decree dated 23.07.2026 passed by the learned District Judge, Delhi, in *RCA-DJ No. 33/2024*, whereby the **First Appeal was dismissed** and the Judgment and Decree dated 11.07.2024 for Possession, passed by the learned Trial Court under Order XII Rule 6 CPC, **was upheld**.
2. The **Respondent/Plaintiff, Smt. Rani**, had filed the **Suit bearing CS No. 41/2024 seeking possession of the tenanted premises, mesne profits/damages and costs against the Appellant/Defendant, Ms. Sukla Sikder**.
3. The **facts, in brief**, are that the Plaintiff, *Smt. Rani*, inducted the Defendant, *Ms. Sukla Sikder*, as a tenant in the Third Floor of the property bearing No. H-5/178, Gali No. 4, Lalita Park, Laxmi Nagar, Delhi (*hereinafter referred to as the "Suit Premises"*), for residential purposes, *vide* Rent Agreement dated 19.09.2022. The tenancy was for a period of eleven months commencing from 06.09.2022 and ending on 05.08.2023, at a monthly rent of Rs.9,000/-, excluding water, electricity and other charges.



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4. A security deposit of Rs.9,000/- was also paid by the Defendant, which was refundable upon vacation of the suit premises and delivery of its peaceful possession. Upon expiry of the agreed period, the Defendant was required to vacate the suit premises and hand over its vacant possession, in a well-maintained condition. Any extension of the tenancy required the execution of a fresh Rent Agreement, on mutually agreed terms and with the consent of the Plaintiff.
5. It was further stipulated that if the tenant failed to vacate the suit premises, then the landlord shall be entitled to get the same vacated, through the Court of law. The parties were also required to give one month's written Notice, before terminating the tenancy during its subsistence.
6. Before the expiry of the tenancy, the Plaintiff issued a Notice dated 10.07.2023 in terms of the Rent Agreement, granting the Defendant one month to vacate the suit premises and hand over its peaceful possession.
7. The Defendant did not vacate the suit premises upon receipt of the Notice and lodged a false and frivolous police Complaint dated 07.08.2023, against the Plaintiff and her family members, with an evil intent.
8. Furthermore, with malicious intention, she threatened the Plaintiffs and their family members, with the object of falsely implicating them in criminal cases. The Defendant also failed to pay rent to the Plaintiffs, which further demonstrated her unlawful conduct and intentions.
9. The defendant, thereafter instituted **CS No. 649/2023 seeking a decree of Permanent Injunction** restraining the Plaintiff and her family members from dispossessing her from the suit premises, without following due process of law. In the said Suit, the Defendant described herself as a



tenant in the suit premises; admitted the landlord-tenant relationship and the agreed rent as Rs.9,000/- per month.

10. CS No. 649/2023 was disposed of on 08.01.2024, upon the statements of the Plaintiff and her husband that the Defendant would not be dispossessed from the suit premises, *without following due process of law*.

11. Since the Defendant continued to occupy the suit premises despite the termination of the tenancy and failed to pay the rent, the Plaintiff filed the present Suit *seeking recovery of possession, mesne profits/damages at the rate of Rs.9,000/- per month from 05.08.2023 until vacation of the Suit Premises, and costs*.

12. In her **Written Statement**, the Defendant raised *preliminary objections* that the Suit was *barred by limitation and was also hit by the principles of waiver, estoppel and acquiescence*. She also questioned the jurisdiction of the learned Trial Court, and alleged that the *Suit had been undervalued* and claimed that *no ground for her eviction under the Delhi Rent Control Act*, had been disclosed.

13. **On merits**, the Defendant disputed that the Plaintiff continued to be the owner of the suit property and alleged that *she had possibly transferred it to another person, without disclosing the transfer*. However, neither the alleged transferee nor the particulars of any transfer, were disclosed.

14. The Defendant further claimed that the tenancy had been negotiated with the Plaintiff's husband and son and that the rent was deposited in the bank account of the Plaintiff's daughter-in-law. The Plaintiff had neither received the rent personally nor issued any rent receipt.

15. The Defendant, however, admitted that the tenancy was for residential purposes and that she continued to reside in the suit premises.



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She questioned the legality of the termination of the tenancy and disputed the service of the Notice dated 10.07.2023. She further pleaded that she had always been willing to pay the rent, but had not been informed about the person legally entitled to receive it, and issue the corresponding rent receipts.

16. The Defendant also asserted that she had sought police protection and instituted CS No.649/2023 because of persistent threats of forcible dispossession, allegedly extended by the Plaintiff's husband and son. She further relied upon the provision in the Rent Agreement permitting renewal of the tenancy and stated that the Plaintiff had declined her requests for such renewal.

17. The remaining averments in the Plaint were denied and dismissal of the Suit was sought.

18. The Plaintiff thereafter, filed an **Application under Order XII Rule 6 CPC on 08.05.2024, seeking a decree on the basis of the admissions made by the Defendant.**

19. The **learned ACJ-cum-CCJ-cum-ARC, Delhi**, took note of the admissions made by the Defendant in her previous CS No. 649/2023 as well as in her Written Statement in the present Suit. The relationship of landlord and tenant, the rate of rent of Rs.9,000/- per month and the receipt of the Notice terminating the tenancy, were held to be clearly admitted.

20. In view of these admissions, the **learned Trial Court allowed the Application under Order XII Rule 6 CPC** vide Judgment and Decree dated 11.07.2024. *The Defendant was directed to vacate the suit premises within 30 days and to pay Rs.9,000/- per month from 05.08.2023 towards*



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arrears of rent and admitted occupation charges. Costs of the Suit were also awarded in favour of the Plaintiff.

21. Aggrieved by the said Judgment and Decree, the Defendant preferred the First Appeal bearing RCA-DJ No. 33/2024.

22. During the pendency of the First Appeal, the Defendant/Appellant filed an Application under **Order XLI Rule 27 CPC seeking to place on record the certified copy of the Sale Deed dated 12.09.2023**, an FDR for Rs.1,26,000/- and an Application before the learned Trial Court seeking permission to deposit the rent.

23. The **learned First Appellate Court** observed that neither a copy of the Sale Deed had been filed before the learned Trial Court nor was there any Order declining the Defendant's request to place it on record. In her Written Statement, the Defendant had merely raised a vague plea that the Plaintiff had possibly transferred the suit property, without identifying the alleged transferees or furnishing the particulars of the transfer.

24. The **Sale Deed dated 12.09.2023** was a registered document and its certified copy could have been obtained from the office of the concerned Sub-Registrar, by exercising due diligence. ***The conditions prescribed under Order XLI Rule 27 CPC were, therefore, held to be not satisfied and the Application for leading additional evidence was dismissed.***

25. On merits, the learned First Appellate Court concurred with the learned Trial Court that the relationship of landlord and tenant and the agreed rent of Rs.9,000/- per month stood clearly and unequivocally admitted. These admissions appeared in the Defendant's pleadings in two separate proceedings and were sufficient for passing a decree under Order XII Rule 6 CPC.



26. The receipt of the Notice dated 10.07.2023 was also held to be admitted since the Defendant had replied to it through her counsel on 29.07.2023. It was further observed that even in the absence of a valid Notice, the tenancy stood terminated upon institution of the Suit, in terms of the decisions in Nopany Investments (P) Ltd. v. Santokh Singh (HUF), 146 (2008) DLT 217 (SC), and Jeevan Diesels and Electricals Limited v. Jasbir Singh Chadha (HUF), 182 (2011) DLT 402.

27. ***The challenge to the Plaintiff's title based upon the subsequent Sale Deed dated 12.09.2023, was also rejected.*** The learned First Appellate Court held that the Defendant, having been inducted as tenant by the Plaintiff, was estopped from disputing her title while continuing to retain possession. The Defendant had neither attorned in favour of the alleged transferees nor paid rent to them, and the alleged transfer did not entitle her to resist the decree for possession.

28. Consequently, **the learned First Appellate Court found no illegality, infirmity or perversity in the Judgment and Decree dated 11.07.2024. The First Appeal was accordingly dismissed vide the impugned Judgment and Decree dated 23.07.2026.**

29. *Aggrieved by the concurrent Judgments and Decrees of the two Courts below, the Defendant/Appellant has preferred the present Regular Second Appeal.*

30. The ***principal ground of challenge*** is that the Plaintiff had executed a registered Sale Deed dated 12.09.2023 in favour of *Mr. Rakesh Kumar Singla and Mr. Naresh Singla*, before instituting the Suit. Having divested herself from her interest in the suit property, the Plaintiff had no subsisting cause of action or *locus standi* to seek possession. It is contended that, by



virtue of Sections 8 and 109 of the Transfer of Property Act, 1882, the rights of the lessor stood transferred to the purchasers and the Suit instituted without impleading them, was not maintainable.

31. Reliance has been placed on Bismillah Be (Dead) through LRs v. Majeed Shah to contend that the rights of a lessor pass to the transferee under Section 109 of the Transfer of Property Act, 1882. Reference has also been made to Ambica Prasad v. Mohd. Alam, wherein it was held that the transferee becomes entitled to enforce the rights of the landlord without requiring attornment by the tenant. It is thus, urged that the Courts below failed to consider the statutory consequences arising from the transfer of the suit property.

32. It is further contended that the requirements for passing a decree under Order XII Rule 6 CPC, were not satisfied. The Defendant had admitted only that she had initially entered the suit premises, as a tenant. She had not admitted the Plaintiff's continuing ownership or status as landlady, the genuineness of the Rent Agreement, the validity of the Notice terminating the tenancy or the Plaintiff's entitlement to seek possession after transferring the suit property.

33. These issues had been disputed in the Written Statement and, therefore, the admissions relied upon by the two Courts, were neither clear nor unequivocal. Reliance has been placed on Himani Alloys Ltd. v. Tata Steel Ltd., Civil Appeal No. 5077 of 2011, to contend that a decree under Order XII Rule 6 CPC cannot be passed where the alleged admission is qualified or where material questions of fact require adjudication.

34. The Defendant further contends that, after the **earlier Suit bearing CS No. 649/2023** was disposed of, Mr. Rakesh Kumar Singla and Mr.



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Naresh Singla began asserting ownership over the suit property and demanding rent from her. They had allegedly taken possession of other portions of the building and the electricity connection pertaining to the Third Floor, had also been transferred in the name of Mr. Rakesh Kumar Singla. *These circumstances raised a triable issue regarding the identity of the person entitled to receive rent and seek possession from the Defendant.*

35. The certified copy of the Sale Deed dated 12.09.2023 was sought to be produced before the learned First Appellate Court through the Application under Order XLI Rule 27 CPC. According to the Defendant, the document had a direct bearing upon the Plaintiff's locus standi, on the date of institution of the Suit. The learned First Appellate Court, therefore, erred in dismissing the Application without adjudicating the legal effect of the transfer of suit property, upon the maintainability of the Suit.

36. The Rent Agreement dated 19.09.2022 was also disputed on the grounds that its draft had been supplied after the date appearing on the document; the Defendant's signatures had been obtained subsequently; the attesting witnesses had not signed in her presence; and different versions of the document had been supplied to her.

37. It is contended that these objections concerning its execution, notarisation and genuineness required the production of the original document and recording of evidence and could not have been determined summarily, under Order XII Rule 6 CPC.

38. The Defendant also questioned the reliance placed upon the Notice dated 10.07.2023 and the WhatsApp communications through which it was allegedly transmitted. The electronic records were stated to be unsupported by the Certificate required under Section 65-B of the Indian Evidence Act,



1872, and their authorship, authenticity and admissibility could have been determined only after evidence was led.

39. It is further contended that the learned First Appellate Court failed to discharge its obligation under Order XLI Rule 31 CPC. The impugned Judgment did not independently consider the Plaintiff's locus standi after the transfer; the effect of Sections 8 and 109 of the Transfer of Property Act, 1882; the alleged defects in the Rent Agreement, the admissibility of the electronic records; the documents relating to payment of rent and the existence of triable issues, precluding a decree under Order XII Rule 6 CPC.

40. It is contended that the concurrent findings of the Courts below are based on non-consideration of material evidence. ***The impugned Judgments are, therefore, liable to be set-aside.***

41. ***Per contra***, learned Counsel for the ***Respondent*** submitted that the Appellant has failed to pay the outstanding arrears of rent till date and continues to occupy the suit premises, as an unauthorised occupant. The present Appeal is merely another attempt to delay the execution of the Decree and prolong her occupation of the suit premises.

Submissions heard and record perused.

42. This is indeed an interesting case which raises a pertinent question of law in regard to the rights and entitlements of an erstwhile owner/landlord, upon the sale of the tenanted property, to a third party.

43. The following substantial questions of law arise for consideration:

(i) *Whether there existed a subsisting locus standi and entitlement to recover possession and rent, when the plaintiff had already*



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executed the registered Sale Deed dated 12.09.2023, in favour of Mr. Rakesh Kumar Singla and Mr. Naresh Singla, before institution of the Suit?

44. In the present case, the Plaintiff asserted that she was the owner and landlady of the suit property and had inducted the Defendant as a tenant *vide* Rent Agreement dated 19.09.2022, to which there is no denial by the Defendant/Appellant. However, by the registered Sale Deed dated 12.09.2023, the Plaintiff transferred the suit property in favour of *Mr. Rakesh Kumar Singla and Mr. Naresh Singla*, a fact that was not disclosed in the Plaint.

45. The present Suit for recovery of possession was instituted on 16/18.01.2024, after the execution of the registered Sale Deed dated 12.09.2023. *Therefore, on the date of institution of the Suit, the Plaintiff ceased to be the owner/landlord in respect of the suit premises and had already transferred the suit property, in favour of the subsequent purchasers.*

46. The question which thus, arises is as to the legal consequences flowing from the sale of the tenanted property and whether a person who has divested herself of all rights in the property can thereafter, maintain a Suit for its possession.

47. **A sale**, as contemplated under **Section 54 of the Transfer of Property Act, 1882**, entails a transfer of ownership, in exchange for a price paid or promised. Upon completion of the sale, the rights constituting ownership stand transferred to the purchaser, subject to the terms contained in the instrument of transfer.



48. Thus, all rights and liabilities, subject to the terms of the sale, stand transferred to the subsequent owner, who steps into the shoes of the erstwhile owner and becomes entitled to the same rights and subject to the same liabilities in respect of the suit property.

49. **Section 109 of the Transfer of Property Act, 1882** deals specifically with the rights of a transferee of the lessor. It provides that where the lessor transfers the leased property or any part of his interest therein, the transferee, in the absence of a contract to the contrary, *shall possess all the rights of the lessor in respect of the property transferred.*

50. It is, therefore, evident that once the suit property was sold *vide* the Sale Deed dated 12.09.2023, she ceased to have any right, title, interest of any kind in the suit property, which got transferred to the subsequent purchasers.

51. In this context, it would be pertinent to refer to the **registered Sale Deed dated 11.09.2023**. Clause No.2, 4 and 7 thereof, are reproduced as under:

“...

2. That in consideration of above said amount the **VENDOR** hereby convey, transfers, sells and assigns **all her rights, titles and interests whatsoever in the above said property under sale in favour of the VENDEES absolutely, completely and forever.**

...

4. That the **VENDOR** has **delivered the peaceful physical vacant possession of the above mentioned property under sale along with all its rights of ownership** and also delivered all the Original/Photostat Documents of previous deal of the above said property to the **VENDEES** at the time of execution and registration of this **SALE DEED**.

...



7. *That from the date of execution of this SALE DEED the VENDEES become the sole and absolute owner of the above mentioned property under sale and they shall be at full liberty to use enjoy and utilize the said property under sale and also have right, power, absolute authority and be fully competent to sell or dispose off the same to anyone in any manner as they may like.”*

52. A plain reading of the aforesaid Clauses show that the Plaintiff transferred all her rights, title and interest in the suit property absolutely. *No right to either recover its possession, or to receive rent accruing after the date of sale, was reserved in her favour.*

53. It is also, clearly established that the Plaintiff was not a landlord as she ceased to have any right to collect the rent henceforth as an owner, since all the right, title, interest in the suit property stood transferred *vide* registered Sale Deed dated 12.09.2023.

54. In Swadesh Ranjan Sinha v. Haradeb Banerjee, (1991) 4 SCC 572, it was observed that ownership denotes the relationship between a person and the object forming the subject matter of ownership. It consists of complex set of rights all of which are *in rem*, being good against all the world and not merely against specific person. *Its incidents include the right to possess, enjoy, alienate and dispose of the property. Once these rights are transferred absolutely, the legal consequences of such transfer cannot be ignored.*

55. In view of the aforesaid circumstances, the Plaintiff was under an obligation to disclose the execution of the Sale Deed, since the Suit had been instituted after the transfer. *The Sale Deed had a direct bearing upon her locus standi and entitlement to the relief of possession.*



56. **Learned District Judge**, therefore, was not right in rejecting the Application under Order 41 Rule 27 of the Appellant wherein she sought to place not only the Sale Deed, but also various communications with the subsequent purchasers who were asserting their ownership rights and also demanding the rent from her.

57. These documents become relevant and it is a subject matter of evidence, whether the Plaintiff lost her right to seek rent or possession after she had executed the Sale Deed dated 12.09.2023 in favour of subsequent purchasers; ***more so when those subsequent purchasers have not been impleaded as a party to the Suit.***

58. The effect of the pre-suit transfer upon the Plaintiff's *locus standi* constituted a material issue, which could not have been determined summarily under Order XII Rule 6 CPC. *The substantial question of law is accordingly, answered in favour of the Appellant.*

59. The two Courts erred in decreeing the Suit under Order XII Rule 6 CPC, without determining the legal effect of the registered Sale Deed dated 12.09.2023, upon the Plaintiff's *locus standi* and entitlement to seek possession.

60. Further, it may be noted that while the Plaintiff may not be entitled to the arrears of rent of possession since the date of her execution of Sale Deed dated 12.09.2023, but it is yet to be considered if she was entitled to receive arrears of rent i.e. *Mesne Profits/Damages* till the date of sale of the suit property.

61. Consequently, the impugned Judgment and Decree dated 23.07.2026 passed by the learned District Judge-02, East District, Karkardooma Courts, Delhi, and the Judgment and Decree dated 11.07.2024 passed by the



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learned Trial Court are hereby, set aside. The Suit is restored to its original number and remanded to the learned Trial Court, for adjudication.

62. The parties are directed to appear before the learned Senior Civil Judge, East District, Karkardooma Courts, Delhi, on 29.10.2026, for the Suit to be assigned to the concerned Court, for adjudication in accordance with law.

63. The learned Trial Court shall determine the Plaintiff's *locus standi* to maintain the Suit, the legal effect of the Sale Deed dated 12.09.2023 and the respective entitlement of the parties to possession, rent and *mesne profits*. Nothing stated herein shall be construed as a final expression on the merits of these issues.

64. The present Regular Second Appeal is accordingly, allowed.

65. The pending Application(s), if any, stand disposed of.

**(NEENA BANSAL KRISHNA)
JUDGE**

**OCTOBER 12, 2026
RS/Va**