



2026:DHC:9026



* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Reserved on: 18th August 2026

Pronounced on 12th October, 2026

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CNR No: DLHC010383552026

+ RSA 147/2026, CM APPL. 55211/2026 & 55212/2026

DEEPAK BEHL

S/o Sh. Mulkhraj Behl

R/o B-71, Sharda Puri, New Delhi.

.....Appellant

Through: Mr. Sumit Gaba, Advocate.

versus

CHANDER DEV CHAWLA

S/o Late Sh. Gobind Lal Chawla

R/o K-105, Hauz Khas Enclave, New Delhi.

.....Respondent

Through: Mr. Siddhant Asthana and
Mr. Siddhartha Negi, 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 CPC has been filed on behalf of the Defendant/Appellant, Sh. Deepak Behl against the Judgment dated 08.05.2026, passed by the learned District Judge in RCA DJ/63/2024, whereby the learned District Judge ***partly allowed*** the Appeal preferred by the Appellant/Respondent, Sh. Chander Dev Chawla, and modified the Judgment dated 03.05.2024 *passed by the learned Civil Judge in Suit No.607078/2016 to the extent of **decreeing the Suit for recovery of possession**, while declining the claim of user and occupation charges.*



2026:DHC:9026



2. The Plaintiff/Respondent, Sh. Chander Dev Chawla through his Attorney Sh. Rakesh, instituted a ***Suit bearing No. 607078/2016 for Ejectment/Possession, Recovery of Damages @ 7000/- p.m. w.e.f. August 2010 till handing over the Suit Property along with interest @10%.***

3. ***Facts in brief***, as set out in the Plaint, are that Plaintiff, Sh. Chander Dev Chawla, was the sole owner of Property bearing No. WZ-71 (B-71) Ground and First Floors, Shardapuri, Delhi (*hereinafter referred to as 'the suit property'*).

4. At the request of the Defendant, Sh. Deepak Behl, he along with his family members, was permitted to occupy the suit property for a period of two years, from June 2010, on payment of a nominal amount of Rs.7,000/- per month. The Defendant had undertaken to vacate the suit premises upon completion of two years from the date of his occupation. The first floor was occupied by the parents and other family members of the Defendant, whereas the Defendant himself resided with his own family on the Ground Floor of the Property.

5. The Defendant, however, failed to pay the agreed, rent despite repeated oral requests. Consequently, the Plaintiff terminated the tenancy *vide* Legal Notice dated 30.06.2012 and claimed arrears of rent and other charges.

6. As the Defendant failed to comply with the said Legal Notice and vacate the suit property, the Plaintiff instituted the ***present Suit for Recovery of Possession, Arrears of Rent and Damages @ Rs.7,000/- per month w.e.f. August 2010 until handing over of physical possession of the suit property,***



7. The Defendant, Deepak Behl, in his **Written Statement**, raised the *preliminary objections* that the Plaintiff did not disclose any cause of action and was, therefore, the suit was liable to be rejected under Order VII Rule 11 of CPC.

8. It was further contended that *the Plaintiff was not the owner of the suit property* and that the Suit had been instituted on the basis of a false, forged and fabricated Will, allegedly manipulated after the demise of Sh. Govind Lal Chawla.

9. It was further asserted that the Plaintiff/Attorney, Rakesh neither possessed any valid Special Power of Attorney nor was he the owner and in possession of the suit property. The Defendant claimed that the Suit had been instituted merely with a view to extort money.

10. It was further contended that the Special Power of Attorney ('SPA') dated 27.08.2012 did not authorize Sh. Rakesh to institute the present Suit. The said SPA was a forged and fabricated document, as it did not bear any date of execution and conferred no right upon him, to institute the Suit. It was further averred that the SPA having been executed on 27.08.2012, whereas the present suit had already been instituted on 16.07.2012, and, therefore, the Suit was liable to be dismissed.

11. It was contended that Sh. Gobind Lal Chawla had handed over all the original documents pertaining to the suit property to the Defendant and had also executed a Will in his favor. The Defendant stated that, after the demise of Sh. Gobind Lal Chawla, the Plaintiff, with *mala fide* intention, took away the original Sale Deed and other documents from the Defendant and failed to return the same. The Plaintiff, in fact, subsequently prepared a forged, fabricated, and manipulated Will, in his own favor.



2026:DHC:9026



12. The Defendant further contended *that the Plaintiff had not approached the Court with clean hands*. It was averred that the Defendant had been residing with the deceased Sh. Gobind Lal Chawla, for several years and had been taking care of him. Further, the Defendant stated that in the year 2010, the Plaintiff purchased the Ground Floor and First Floor of the suit property, and he contributed towards the purchase thereof.

13. It was further stated that the Plaintiff had been residing in Nepal for several years and had never visited Sh. Govind Lal Chawla nor taken care of or maintained him. According to the Defendant, he had performed all the obligations expected of a son and had taken care of the deceased. It was, therefore, contended that the deceased Sh. Gobind Lal Chawla had great love and affection for him and had accordingly executed the Will in his favor.

14. The existence of any relationship of landlord and tenant *inter se* between the parties was specifically denied. It was, in fact, asserted that the Defendant was the owner and was in possession of the suit property. It was, therefore, contended that the Plaintiff had no *locus standi* to institute the Suit, as he was not even aware of the details of the suit property.

15. **On merits**, the Defendant claimed to be the owner of the Suit Property by virtue of the *Will dated 29.03.2010*, executed in his favor by Sh. Gobind Lal Chawla. It was asserted that the Defendant had been in possession of the suit property since its purchase and that the Plaintiff had no right, title or interest therein. *It was, therefore, submitted that the Suit of the Plaintiff was liable to be dismissed.*



16. The Plaintiff in his **Replication** reiterated and reaffirmed the assertions made in the Plaint and denied the allegations made in the Written Statement.

17. **Issues on the pleadings were framed on 28.01.2013**, as under:

- “(1) Whether there exists landlord tenant relationship between plaintiff and defendant? OPP*
- (2) Whether the plaintiff has any locus standi to file the present suit? OPP*
- (3) Whether the plaintiff is entitled to the decree of ejectment as prayed for in prayer clause A of the plaintiff? OPP*
- (4) Whether the plaintiff is entitled to the decree of damages as prayed for in the prayer clause B of the plaint? OPP*
- (5) Any other relief.”*

18. In support of his case, the Plaintiff, Sh. Sh. Chander Dev Chawla examined himself as **PW-1**, and tendered his evidence by way of Affidavit as **Ex.PW-1/A** and proved documents already exhibited by PW-2, i.e., **Ex.PW-2/1 to PW-2/7**.

19. **PW-2 Sh. Rakesh, the SPA holder of the plaintiff**, tendered his evidence by way of affidavit, **Ex.PW-2/A** and proved the Notice under Section 106 of TPA dated 22.06.2012 as **Ex. PW-2/1**, original courier receipt dated 26.06.2012 as **Ex.PW-2/2**, copy of Sale Deed dated 15.03.2010 as **Ex. PW-2/3**, Death Certificate dated 19.05.2020 of Late Sh. Gobind Lal Chawla as **Ex. PW-2/4**, SPA dated 27.08.2012 as **Ex. PW-2/5**, copy of Letter dated 02.06.2010 written by Sh. Deepak Kumar Behl as **Ex.**



2026:DHC:9026



PW-2/6 and copy of the Will dated 18.05.2010 of late Sh. Govind Lal Chawla as **Ex.PW-2/7**.

20. PW-3 Sh. Deepak Jain, Writing and Fingerprint Expert, tendered his evidence by way of Affidavit as **Ex.PW-3/A** and relied upon the documents, i.e., his Report as **Ex. PW-3/B** and 13 photographs, **Ex.PW-3/C** (colly).

21. Defendant examined himself as **DW-1** and tendered his evidence by way of affidavit, **Ex. DW-1/A**. He proved the driving license as **Ex. DW-1/1**, Voter Card as **Ex. DW-1/2**; Electricity Bill as **Ex. DW-1/3**; Gas Connection as **Ex. DW-1/4** and Will dated 29.03.2010 in favor of Defendant as **Ex. DW-1/5**.

22. DW-2, Sh. Kapil Bhatia, tendered his evidence by way of Affidavit **Ex. DW-2/A** and deposed that Late Sh. Gobind Lal Chawla had executed the Will dated 29.03.2010 in favor of the Defendant, as the Defendant used to look after him and was treated by him as his own.

23. Learned Civil Judge, on appreciation of the evidence, observed that the Defendant admitted that the suit property stood in the name of Sh. Gobind Lal Chawla, *vide* Sale Deed dated 15.03.2010, **Ex.PW-2/3**, and that the Plaintiff was his only son, though he disputed the Plaintiff's claim of ownership. *Upon consideration of the pleadings and evidence, the learned Civil Judge held that the Plaintiff had a grievance requiring adjudication and, therefore, had the locus standi to institute the suit.*

24. Learned Civil Judge, placed reliance on the testimony of PW-2, Sh. Rakesh, the Plaintiff's Power of Attorney Holder, who categorically admitted that no document had been executed in his presence and that no rent had been paid by the Defendant to the Plaintiff.



25. The learned Civil Judge further noted that, while the Plaintiff claimed ownership of the suit property on the basis of Will dated 18.05.2010, **Ex.PW-2/7**, the Defendant disputed the Plaintiff's title; and, in turn, claimed ownership on the basis of a competing Will dated 29.03.2010, **Ex.DW-1/5**, allegedly executed by late Sh. Gobind Lal Chawla in his favour.

26. The learned Civil Judge observed that the Plaintiff had neither sought declaration of his ownership nor challenged the competing Will relied upon by the Defendant. Further, it was observed that the Plaintiff had failed to lead any cogent evidence to establish the alleged landlord-tenant relationship. ***Accordingly, the learned Civil Judge held that the Plaintiff had failed to prove the existence of the alleged tenancy.***

27. **Consequently, in view of the aforesaid findings, the learned Civil Judge dismissed the Suit vide Judgment dated 03.05.2024.**

28. Aggrieved by the Judgment dated 03.05.2024, the Plaintiff preferred ***Regular First Appeal bearing Civil Appeal No.63/2024.***

29. The **learned District Judge**, upon re-appreciation of the evidence, held that neither the Plaintiff had been able to prove the Will dated 18.05.2010, **Ex. PW-2/7**, nor had the Defendant been able to establish the authenticity of the Will dated 29.03.2010, **Ex. DW-1/5**.

30. It was further observed that the Plaintiff was admittedly the son of Sh. Govind Lal Chawla and, upon his demise, the Plaintiff succeeded to the suit property as one of the co-owners, in accordance with the provisions of the Hindu Succession Act, 1956 and **was therefore held competent to maintain the Suit.**

31. The Defendant was unable to explain the nature of his possession over the suit property, and consequently, the Suit for possession was decreed.



2026:DHC:9026



However, the learned District Judge held that the Plaintiff had failed to prove his claim for user & occupation charges @Rs.7000/- per month.

32. Accordingly, the First Appeal was partly allowed, whereby the Plaintiff was held entitled to recovery of possession, while his claim for user & occupation charges was denied by the learned District Judge, vide impugned Judgment dated 08.05.2026.

33. Aggrieved by the impugned Judgment dated 08.05.2026, the Defendant / Appellant has filed the present Regular Second Appeal.

34. The grounds of challenge are that the learned Appellate Court has failed to appreciate that there was no landlord-tenant relationship between the parties and also decided this issue against the Plaintiff. Once it is not established that Defendant was not a tenant, the Suit of the Plaintiff for Possession, is liable to be rejected.

35. It is further contended that no issue regarding ownership was framed, and that no evidence whatsoever was led in this regard. The Plaintiff was not even aware of the description of the suit property, as the Suit was initially instituted in respect of the First and Second Floors and was subsequently changed to Ground and First Floors. It has not been appreciated that the Respondent / Plaintiff had miserably failed to prove the issues.

36. It is further averred that PW-2, Sh. Rakesh, the Attorney of the Plaintiff, had admitted that neither any document was signed in his presence nor any rent was paid by the Defendant, which clearly establishes that the Suit of the Plaintiff, was false and frivolous.

37. It is further contended that while the Plaintiff claims himself to be the owner of the suit property vide Will dated 18.05.2010, the Appellant also claims ownership on the basis of Will dated 29.03.2010. The Plaintiff had



filed the Suit on the basis of alleged oral tenancy and damages, but had not sought any declaration, despite there being a serious cloud on the title of the Plaintiff and the possession being admittedly with the Defendant /Appellant.

38. The Plaintiff was not in possession of the suit property and also failed to prove when the Appellant was inducted into the suit property. It was clearly established that the Defendant was not a tenant in the suit premises. Reliance is placed on Anatuala Sudhkar vs. P. Buchy Reddy, AIR 2008 SC 2033, wherein it was held that when the title of a person raises serious doubts, the Plaintiff must file a full-fledged Suit and seek declaration.

39. It is further asserted that no proper opportunity was given to the counsel for the Appellant to address the arguments, and the Judgement has been delivered in violation of the principles of *audi-alterem partem* and the principles of Natural Justice. Reference is made to Ratnagiri Nagar Parishad vs. Gangaram Naryan Ambekar, (2020) 7 SCC 275, wherein it was observed that the weakness of the defense of the Defendant did not discharge the burden of the Plaintiff, who has to prove his case.

40. It is further contended that no issue regarding title was framed and no evidence was led in this regard. The Plaintiff failed to prove that possession had been handed over to the Appellant as a tenant, who claimed to have been in possession of the suit property since its purchase.

41. It is further contended that the Appellant's pending Appeal and his rights in the suit property were not considered by the learned First Appellate Court, particularly when the issue of title, had neither been pleaded nor argued by the Plaintiff.

42. Furthermore, a contradictory Judgement has been passed, as, on the one hand, it has been held that there was no relationship of landlord-tenant



between the parties, while on the other hand, possession of the suit property has been decreed in favor of the Plaintiff. *Further, the Plaintiff had alleged his claim on the basis of the Will, which was admittedly not proved.*

43. Furthermore, the testimony of the Plaintiff, Sh. Chander Dev Chawla was not trustworthy, as he was not able to identify the signatures of Sh. Govind Lal Chawla and had admitted that he was residing at Kathmandu, Nepal and had never visited his father. It was the Appellant /Defendant who had been maintaining the deceased, Sh. Govind Lal Chawla, till the date of his death and had also performed his last rites. The deceased had no love and affection for the Plaintiff.

44. In fact, the testimony of the Plaintiff's witnesses was not been rightly appreciated, as they failed to prove their case. They had even prepared false and fabricated documents and had concocted a false story, with the intent to grab the suit property, by hook or by crook.

45. It is averred that the Defendant had acquired ownership by virtue of the Will dated 29.03.2007 and has a right to reside in the suit property.

46. *Therefore, it is submitted that the impugned Judgment is liable to be set aside and that of the learned Civil Court be restored.*

Submissions heard and record perused.

47. The Plaintiff/Respondent instituted a Suit for Possession against the Defendant/Appellant, asserting that the latter had been inducted into the suit property in June 2010 on payment of rent of a nominal amount of Rs.7000/- per month, with an undertaking to vacate the suit property within two years from the date of his occupation.



2026:DHC:9026



48. The *first aspect*, which arises, is the *locus standi* of the Plaintiff/Respondent, Sh. Chander Dev Chawla, who had instituted the present Suit, through his Special Power of Attorney, Sh. Rakesh (PW-2).

49. It is not in dispute that Late Sh. Govind Lal Chawla was the owner of the Suit Property, having purchased the same *vide* Sale Deed dated 15.03.2010 Ex.PW-2/3.

50. In his testimony as **PW-1**, the Plaintiff, Sh. Chander Dev Chawla, admitted that he was gainfully employed as a Professor of Gynecology in Kathmandu, Nepal, where he resided with his wife and two daughters, while his father resided in Delhi with his wife and other family members.

51. The Plaintiff asserted his title in the suit property on the basis of the Will dated 18.05.2010, **Ex.PW-2/7**. In order to establish the said Will, he examined himself as PW-1. However, upon appreciation of the evidence, the learned District Judge concluded that the Plaintiff had failed to prove its due execution.

52. *PW-2, Sh. Rakesh was an attesting witness*; however, his testimony was not found sufficient to establish the due execution and attestation of the Will, particularly as he admitted that the second attesting witness was not present when he had signed the Will or when Late Sh. Govind Lal Chawla affixed his thumb-impressions thereon.

53. In view of the inconsistencies and deficiencies in the testimony of the Plaintiff as well as PW-2, Sh. Rakesh, the learned District Court held that the execution and attestation of the Will dated 18.05.2010 **Ex.PW-2/7** in favor of the Plaintiff, had not been duly proved.



54. The question that, therefore, arises is whether, despite the Will dated 18.05.2010 not being proved, the Plaintiff can still claim an interest in the suit property and seek possession.

55. It is not in dispute that late Sh. Govind Lal Chawla was the owner of the suit property at the time of his demise on 19.05.2010. He was survived by his son, i.e., the Plaintiff, and two children of his pre-deceased daughter.

56. The learned Appellate Court has rightly observed that, *dehors* the Will, the suit property devolved upon the legal heirs of Late Sh. Govind Lal Chawla, in accordance with the provisions of the Hindu Succession Act, 1956. ***The Plaintiff, being the son of the deceased, thus, succeeded to the suit property and became one of its co-owners. Consequently, the Plaintiff possessed the locus standi to institute the Suit for Possession and was competent to maintain the same.***

57. The ***second aspect***, which needs adjudication, is the nature and capacity of the Defendant/Appellant's possession in the suit property. While the Defendant denied having been inducted as a tenant, he asserted that he had been residing in the suit property with late Sh. Govind Lal Chawla since 2010 and had been taking care of him, in the capacity of a caretaker. The onus, therefore, lay upon the Defendant/Appellant to establish the capacity in which he occupied the suit property.

58. The defendant/Appellant further asserted that, out of love and affection, Late Sh. Govind Lal Chawla had executed a Will dated **29.03.2010 Ex.DW-1/5**, bequeathing his property in favor of the Appellant / Defendant. He thus claimed ownership thereof, by virtue of the Will dated 29.03.2010, Ex.DW-1/5.



2026:DHC:9026



59. Pertinently, the suit property was purchased on **15.03.2010**, and the alleged Will in favor of the Defendant was executed shortly thereafter, on **29.03.2010**.

60. The Will dated 29.03.2010, DW-1/5, had two attesting witnesses, namely DW-2, Sh. Kapil Bhatia and Sh. Uday Sharma. Sh. Kapil Bhatia deposed in favor of the Defendant and stated that the Will had been signed by late Sh. Govind Lal Chawla, in his presence. The second attesting witness, Sh. Uday Sharma, also identified his own signature as well as that of late Sh. Govind Lal Chawla on the Will.

61. The learned District Judge found that although DW-2 Sh. Kapil Bhatia was consistent on the aspect of execution and attestation of the Will dated 29.03.2010, Ex. DW-1/5, mere proof of execution and attestation of the Will was not sufficient. The propounder was also required to explain and dispel the suspicious circumstances surrounding the exclusion of the natural heirs.

62. The Defendant had claimed that the Plaintiff had abandoned his father, whereas the Defendant had supported and taken care of him during the last phase of his life. However, no cogent evidence was found to have been led by the Defendant in support of his assertion. In fact, during his cross-examination, the Defendant admitted that the wife and the daughter of late Sh. Govind Lal Chawla, were residing with him in the suit property and that his granddaughter Ms. Charu, the Plaintiff's daughter, used to visit them occasionally.

63. Merely because the plaintiff was gainfully employed and resided in Nepal, cannot be a ground to assert that the Plaintiff had abandoned his father. *In view of the aforesaid, the learned District Judge rightly held that*



the Defendants' assertion that Late Sh. Govind Lal Chawla had been abandoned by his family, had not been established.

64. Equally, the defendant, as per his own assertion, had been taking care of the deceased Sh. Govind Lal Chawla *and had come to the suit property as a caretaker*. It was rightly observed that the Defendant had not led any evidence to establish that late Sh. Govind Lal Chawla required care or physical assistance during his last phase of life. No details regarding any ailments or incapacitation had been placed on record, to demonstrate the necessity for such assistance.

65. The Defendant had also failed to establish that he had incurred any expenses towards the care of late Sh. Govind Lal Chawla. Consequently, no circumstance evidencing such care and affection, which could have prompted late Sh. Govind Lal Chawla to execute the alleged Will dated 29.03.2010 Ex.DW-1/5 in favor of the Defendant to the exclusion of his natural heirs, was found to have been established. *Furthermore, the Will did not disclose any reason for excluding the family members.* The learned District Judge, therefore, rightly held that the Will was surrounded by suspicious circumstances and could not be accepted as duly proved.

66. In this context, it is also significant that the Defendant had claimed in his Written Statement that he had contributed Rs. 5,00,000/- towards the purchase of the suit property. *However, there is no evidence whatsoever to establish such payment as part of the sale consideration.* Moreover, if the Defendant had indeed contributed towards the purchase consideration, his assertion that the suit property was bequeathed to him purely out of love and affection was inconsistent with such claim.



67. Another circumstance as rightly noted by the learned District Judge, that rendered the Will suspicious, was the fact that the suit property had been purchased on 15.03.2010, whereas the alleged Will in favor of the Defendant was *executed shortly thereafter, on 29.03.2010. There was nothing on record to establish what circumstances of love and affection had arisen during this short period*, which prompted late Sh. Gobind Lal Chawla to execute the Will in favor of the Defendant

68. For the aforesaid reasons, the Learned District Judge rightly held that alleged Will dated 29.03.2010 Ex. DW-1/5 executed in favor of the Defendant, **was surrounded by suspicious circumstances and, consequently, declined to accept it, as duly proved.**

69. Once the Defendant/Appellant failed to establish the alleged Will or any independent title or right in the suit property, his continued possession thereof could not be justified. His continued occupation was without any established legal right, particularly after the service of the Legal Notice dated 30.06.2012, calling upon him to vacate the suit property.

70. The principal contention of the Appellant is that no issue was framed regarding the genuineness of the Will and that the findings returned on this aspect, were beyond the pleadings. The contention, however, cannot be accepted in the factual context of the present case. The Defendant, while denying that he was a tenant in the suit property, specifically claimed ownership on the basis of the Will dated 29.03.2010 Ex. DW-1/5. *It is, therefore, in the context of determination of his status and right in the suit property, that the Will was considered.*

71. Even though no issue was framed with regard to the Wills propounded by the Plaintiff or the Defendant, these were the documents on



the basis of which both parties were claiming their respective rights, in the suit property. In order to ascertain whether the Plaintiff had a *locus standi* to file the Suit and whether the defendant had any ownership right on the basis of the alleged Will, it became necessary to examine the two Wills relied upon by the parties.

72. Once the Plaintiff was found to possess the requisite *locus standi*, being the co-owner of the suit property, and the Defendant failed to establish any independent right or title in the suit property to continue in possession thereof, the Plaintiff was entitled to seek recovery of possession. The absence of a landlord-tenant relationship between the parties did not, by itself, disentitle the Plaintiff, as a co-owner, from seeking possession of the suit property from a person whose possession was permissive and had been terminated. **The Suit for possession, has been rightly decreed in favour of the Plaintiff.**

73. The learned District Judge has denied any user and occupation charges on the ground that there was no landlord-tenant relationship and that the Plaintiff had failed to prove the claim for *mesne* profits. **The plaintiff had indeed failed to lead any evidence in regard to mesne profits, which had been rightly, denied.**

Conclusion:

74. *No substantial question of law arises for consideration in the present Regular Second Appeal.*

75. The learned District Judge has, for the reasons discussed above, **rightly decreed the Suit of the Plaintiff for Possession.** However, considering that the Defendant has been in possession of the suit property since 2010 without making any payment towards its occupation, it is hereby



2026:DHC:9026



directed that the Defendant shall hand over the peaceful vacant possession of the suit property to the Plaintiff within three months, failing which, he shall be liable to pay Rs.10,000/- per month, as the charges for unauthorized occupation.

76. There is no merit in the present Regular Second Appeal, which is hereby, **dismissed** along with pending Applications.

(NEENA BANSAL KRISHNA)
JUDGE

OCTOBER 12, 2026/R