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* IN THE HIGH COURT OF DELHI AT NEW DELHI

*Reserved on: 7th May, 2026**Pronounced on: 7th July, 2026**Uploaded on: 7th July, 2026*

+ RFA(COMM) 272/2026 & CM APPL. 27491/2026

SANJAY NARANG & ANR.

....Appellants

Through: Mr. Tanmay Mehta, Ms. Harshita Gulati and Mr. Arpit Singh, Advs. (M: 8800456018)

versus

RAJ RANI SAINI

.....Respondents

Through: Ms. Pooja Chhabra & Mr. Pradeep Kumar, Advs. (M: 9999197580)

CORAM:**JUSTICE PRATHIBA M. SINGH****JUSTICE MADHU JAIN****JUDGMENT****PRATHIBA M. SINGH, J.**

1. This hearing has been done through hybrid mode.
2. The present appeal has been filed by the Appellant- Mr. Sanjay Narang under Section 13(1A) of the Commercial Courts Act, 2015 read with Section 96 of the Code of Civil Procedure, 1908 assailing the order dated 30th March, 2026 (hereinafter, '*impugned order*') passed by the Id. District Judge, (Commercial)-04, District West, Tis Hazari Courts, New Delhi in *Civil Dj No.178/2022*.
3. The short issue that arises in the present case is whether the impugned order and preliminary decree passed by the Trial Court under Order XII Rule 4 of the Code of Civil Procedure, 1908 (hereinafter, '*CPC*') requires interference or not.



Background

4. The Respondent- Smt. Raj Rani Saini (hereinafter, '*Plaintiff*') filed a suit *i.e.*, ***Civil Dj No.178/2022*** against the Appellant-Mr. Sanjay Narang (hereinafter, '*Defendant*') seeking recovery of possession of Shop No. 2, M/s Jai Steel and Furnitures, MCD No. 79, Plot No. D-1, Mauja Tihar Colony, Fateh Nagar opposite Gurunanak Pura, Jail Road, New Delhi-110018 (hereinafter, '*Suit Property*').

5. The case of the Plaintiff is that she is the absolute owner of the property bearing nos. 77 and 79, Plot No. D-1, Fateh Nagar, Jail Road, New Delhi-110018, which the Plaintiff acquired through a registered Gift Deed dated 8th October, 2013. The said property bearing No. 79 has various shops. Shop No.2 in property bearing No. 79 is the subject matter of the present case *i.e.*, the suit property.

6. The suit property was given on tenancy to the Defendant in July, 2014. In terms of the rent agreement dated 5th June, 2014, the period of tenancy initially was for a period of two years *i.e.*, from 18th July, 2014 to 17th June, 2016 at a monthly rent of Rs.40,000/-. Thereafter, a second rent agreement dated 23rd June, 2016 was executed with an increased rent of Rs.45,000/- per month for a period of one year *i.e.*, from 18th June 2016 to 16th June 2017.

7. The parties further entered into a third rent agreement dated 25th June, 2018, in which the rent for the suit property was fixed at Rs.50,000/- per month. The third rent agreement was also for a period of one year *i.e.*, from 25th June, 2018 to 24th June, 2019.

8. According to the Plaintiff, the Defendant was irregular in making payments of rent and the last payment is stated to have been made in March, 2021. It is the further case of the Plaintiff that the Defendant is a habitual



defaulter in payment of rent.

9. Accordingly, the tenancy was terminated and suit *i.e.*, **Civil Dj No.178/2022** was filed by the Plaintiff, *inter alia*, seeking possession of the suit property along with recovery of Rs.5,50,000/- towards rental amounts which are due as also for future damages.

10. In the written statement filed before the Trial Court, the Defendant set up a case that he has paid a sum of Rs.7,00,000/- as security amount to the Plaintiff. According to the Defendant, in July 2019, since the Plaintiff was in financial distress, she had approached the Defendant for selling the suit property. As per the Defendant, the total sale consideration agreed between the parties was Rs.80,00,000/-.

11. The Defendant claims to have paid a total of Rs.50,00,000/- to the Plaintiff between 2019 to 2020. As per the Defendant, since the COVID-19 pandemic had occurred, the Plaintiff had agreed to execute the Agreement to Sell in respect of the suit property after the pandemic and after receiving the balance payment.

12. According to the Defendant, the Plaintiff and her husband had even issued cheques in favour of the Defendant and his wife, Smt. Monika, as an assurance for the execution of the Agreement to Sell. Details of various purported cheques stated to have been issued by the Plaintiff's husband- Mr. Suresh Chander, are set out in the written statement.

13. It is the case of the Defendant that in January 2022, the Defendant approached the Plaintiff for executing the necessary documents for sale of the suit property after receiving the balance amount. However, the Plaintiff withdrew from the deal and told the Defendant to encash the cheques which were issued by the Plaintiff's husband. As per the Defendant, the said cheques



were presented but were returned due to insufficient funds which led to legal notices being issued by the Defendant to the Plaintiff. Proceedings under Section 138 of the Negotiable Instruments Act, 1881 were also initiated by the Defendant and his wife. According to the Defendant, the Plaintiff has misappropriated the entire money which was paid and hence, the suit for possession is not maintainable.

14. During the course of the trial, the Plaintiff moved an application dated 12th April, 2023 under Order XII Rule 6 of the CPC on the following grounds:-

- i) That the relationship of landlord and tenant is not disputed;
- ii) That the execution of the rent agreements is not disputed;
- iii) That the tenure of the last rent agreement having expired on 24th June, 2019 is not disputed; and
- iv) That the service of the tenancy termination notice is also not disputed.

15. In reply to the said application, the Defendant reiterated his stand that he had paid a substantial amount of money to purchase the suit property.

16. In the meantime, an order dated 7th May 2024 came to be passed by the Id. District Judge-04, West, Tis Hazari Courts, Delhi whereby the plaint filed by the Plaintiff had been returned for institution before the appropriate Commercial Court. This order dated 7th May 2024 was challenged in **FAO 299/2024** titled '**Smt Raj Rani Saini v. Sh. Sanjay Narang**', wherein, a Id. Single Judge of this Court directly transferred the suit as it stands to the appropriate Commercial Court.

17. As per the proceeding sheets before the Trial Court, the arguments in the application filed by the Plaintiff under Order XII Rule 6 of the CPC was



heard on 12th March, 2026 and the matter was put up for orders on 28th March, 2026. However, on the said date *i.e.*, 28th March, 2026 when the matter was listed for orders, the Defendant sought to file an application under Order VI Rule 17 of the CPC seeking amendment of the written statement. The Defendant also filed an application under Order VIII Rule 1A(3) of the CPC for taking on record certain additional documents. The Defendant also sought to file a counter-claim on the very same day.

18. The Trial Court then passed the impugned order on 30th March, 2026. The Trial Court, in the impugned order, has taken note of the defence of the Defendant that he had paid a sum of ₹50,00,000/- and therefore, his possession is protected under Section 53A of the Transfer of Property Act, 1882. The relevant observations of the Trial Court read as under:

“7. In the written statement, the defendant has admitted that the tenancy in respect of the suit shop had commenced on 18.07.2014 and that the tenancy was extended from time to time upto the year 2019. The execution of the rent agreements has also not been specifically denied. It is also not in dispute that the last registered rent agreement expired on 24.06.2019 and thereafter no fresh registered agreement was executed between the parties. The rate of rent being Rs.50,000/- per month is also not in dispute.

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14. In the present case, the defendant admits the earlier tenancy as well as the execution of the rent agreements. The rate of rent being Rs.50,000/- per month is admittedly beyond the threshold limit prescribed under the Delhi Rent Control Act, 1958 and therefore the protection of the said Act is not available to the defendant. The last registered rent agreement expired on 24.06.2019 and no fresh registered lease has been shown to be in existence thereafter.



15. The defence taken by the defendant is primarily based on the alleged oral agreement to sell and the alleged payment of Rs.50 lakhs as part consideration. However, admittedly no written agreement to sell has been placed on record. In the absence of any written agreement containing the terms of transfer, the defendant cannot claim protection under Section 53A of the Transfer of Property Act. The said plea therefore does not create any legal right in favour of the defendant to continue in possession of the suit premises. Moreover, when defendant himself presented the alleged cheques of the plaintiff and her husband for encashment for recovery of his alleged part consideration amount, the alleged agreement to sell stood canceled and defendant was left with no right under the alleged agreement to sell except to recover the allegedly paid said part consideration amount. Defendant thus has failed to plead any legal right in himself to retain the possession the suit property.

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17. Thus, in the present case, the essential ingredients required for passing a decree for ejectment/possession stand satisfied. The relationship of landlord and tenant is admitted, the rate of rent is beyond the threshold limit under the Delhi Rent Control Act, there is no subsisting registered lease deed and the tenancy stands terminated. The service of summons of the suit upon the defendant also amounts to sufficient notice of termination of tenancy.

18. Accordingly, this court is convinced that there is a clear and unequivocal admission of the facts necessary for passing a decree under Order XII Rule 6 CPC in the present case. Consequently, the application filed by the plaintiff under Order XII Rule 6 CPC is allowed.”

19. In fact, the Trial Court takes serious note of the fact that after the application under Order XII Rule 6 of the CPC was filed by the Plaintiff, the



Defendant made an attempt to file an application under Order VI Rule 17 of the CPC.

20. Insofar as the attempt made by the Defendant to file an application under Order VI Rule 17 of the CPC and a counter-claim at a late stage is concerned, the Trial Court took a strict view of the matter and observed as under:—

“21. Further in an attempt to oppose the application under consideration, defendant just two days before the day matter was listed for order on the application under consideration, filed an application under Order VI Rule 17 CPC seeking amendment in the written statement thereby seeking to plead that on account of payments and on account of execution of receipts of payment for the consideration amount qua the agreement to sell he had become owner of the suit property by attornment and defendant had also filed a Counter Claim for mandatory injunction and permanent injunction seeking direction to the plaintiff herein to execute title documents and till then he plaintiff be restrained from evicting him from the suit property. The proposed amendment even allowed would not change the fate of the present application as the said proposed fact also does not show any legal right in the defendant to retain the possession of the suit property. So does his Counter claim not help the defendant.

22. Hence, in view of above discussion and reasoning, a preliminary decree of possession in respect of suit property is hereby passed in favour of the plaintiff and against the defendant directing the defendant to hand over actual, physical, peaceful and vacant possession of the suit property i.e. Private Shop No.2, ad measuring about 8' x 40', situated on the ground floor at MCD No.79, Plot No.D-1, Mauja Tihar Colony, known as Fateh Nagar, opposite Gurunanak Pura, Jail Road,



New Delhi-110018. 23. The remaining reliefs with regard to arrears of rent, damages and other consequential reliefs shall be decided after trial.”

21. Thus, the reasoning of the Trial Court is that since there was no Agreement to Sell in existence and in any event, the same was not registered, the defence under Section 53A of the Transfer of Property Act, 1882 would not be available to the Defendant. Further, the Trial Court also came to the conclusion that even if the prayer in the counter-claim is taken into consideration *i.e.*, that the title documents ought to be executed in favour of the Defendant in respect of the suit property, the said prayer, unless and until allowed, would not in any manner, establish any legal right in favour of the Defendant to continue to remain in possession of the shop. This impugned order is challenged by the Defendant in the present appeal.

Submissions on behalf of the Parties

22. Before this Court, the submission on behalf of the Defendant *i.e.*, Appellant herein, by Mr. Tanmay Mehta, Id. Counsel is that there is a substantial defence which has been raised by the Defendant. Id. Counsel submits that the Defendant has been able to produce various receipts showing the receipt of Rs.50,00,000/- towards sale consideration of the suit property.

23. Id. Counsel for the Appellant/Defendant submits that the documents placed before this Court would further show that the transaction of sale for the suit property has actually taken place and these facts deserved to be adjudicated at trial. It is further submitted that the Defendant is willing to pay the outstanding rent, if any, for the period during which the Defendant continued to remain in possession of the suit property.

24. Mr. Mehta, Id. Counsel for the Appellant relies upon the following



judgments to argue that whenever a defence of a sale transaction is raised in such a case, the same deserves to be adjudicated after a trial is held and not in a summary manner:-

- i) ***Daljeet Singh Anand v. Harjinder Singh Anand, 2008:DHC2533-DB***
- ii) ***S.M. Asif v. Virender Kumar Bajaj, (2015) 9 SCC 287***
- iii) ***Karan Kapoor v. Madhuri Kumar, (2022) 10 SCC 496***

25. It is further urged that the documents which are placed on record would show that the sale transaction had in fact taken place and this fact was conceded by the Plaintiff in the Trial Court. Various cash receipts, stamp paper, etc. are all relied upon along with the copies of the cheques issued by the Plaintiff's husband.

26. On the other hand, Id. Counsel for the Plaintiff *i.e.*, Respondent herein has raised serious objections in respect to the documents relied upon by the Defendants. According to the Id. Counsel for the Respondent/Plaintiff, all the receipts which have been filed are forged and fabricated. Various discrepancies in the documents are pointed out by the Id. Counsel.

27. It is the case of the Plaintiff that there are no written documents which have been executed for sale of the suit property and prior to March 2026, none of the said documents were filed on record by the Defendant. Id. Counsel for the Respondent/Plaintiff submits that even the counter-claim is a complete after thought.

28. Further, it is the submission on behalf of the Plaintiff that all the payments towards the sale consideration of the suit property are claimed to have been made in cash by the Defendant. There is not a single payment which has been made through banking channels. It is also argued that while the



Defendant is in possession of one shop, the receipts which are placed on record claim that money has been paid for sale of the entire property itself *i.e.*, the plot, where there are a total of 10 shops. According to the Id. Counsel, this itself shows that the documents are fabricated.

29. Ld. Counsel for the Plaintiff places reliance upon the judgment of the Supreme Court in *The Correspondence, RBANMS Educational Institution v. B Gunashekar & Anr., 2025 INSC 490* to argue that whenever such high amounts are paid by cash and suits are filed either for recovery or claiming any rights on the basis of cash payments, there is a clear violation of the law. In fact, this would be a fit case where the jurisdiction of the Income Tax Department ought to be directed to verify the transaction and the violations of Section 269ST of the Income Tax Act, 1961.

Analysis and Findings

30. The Court has perused the pleadings, the documents as also the impugned order. The tenancy is clearly admitted and the fact that the Defendant had taken the suit property on rent by three separate rent agreements from time to time is also admitted. The rent agreements have not been renewed since 2019, so the Defendant is clearly a month-to-month tenant.

31. In the light of these facts, the question is whether the Defendant can continue to retain the suit property and whether the Defendant has any legal right to do so.

32. The case of the Defendant is that a sum of Rs.50,00,000/- has been paid by him to the Plaintiff for purchase of the suit property. Apart from the receipts and other documents which were sought to be filed at a belated stage by the Defendant, there is no other proof of payment which has come forward.



33. The originals of the receipts were also produced by the Defendant before the Court. The same have been perused by this Court and were retained in a sealed cover with the Registry of this Court.

34. A perusal of the said receipts would show that there is no consistency in the description of the property as mentioned therein. In some of the receipts the suit property is described as ‘...sale of built on property number WZ-77 & 79, Plot number D-1, part of Khasra No 443 situated at Fateh Nagar, New Delhi. ...’

35. Most of the receipts placed on record by the Defendant relate to the entire plot and not just the suit property. Obviously, the Defendant was not a tenant in the entire plot but only in one shop. Thus, the receipts are clearly not reliable. The sale consideration for the entire plot could not have been Rs.80,00,000/- and in any case, it is not even the case of the Defendant that the entire plot was to be purchased by him.

36. In one of the documents placed on record by the Defendant which is described as a cash receipt, the description given is as under:-

CASH RECEIPT

Dated

Total Amount.....

Advance.....

Balance.....

Received with thanks from..... Two lakh Fifty Thousand only

the sum of Rs. 2 Lacs Rupees. 8 Paise only


by Cash/Cheque No..... Dated..... on.....

in full and final payment/towards advance of my.....

Registered No..... The Scooter/Car is my/our absolute property free from all encumbrances and taxes are paid up-to-date. The Scooter/Car is sold and delivery in perfect running order condition as seen, tried approved and as it stand-to day.

Witness Address

Address





As per the above receipt a sum of rupees 2 lakhs was paid towards some scooter/car.

37. One of the receipts relied upon by the Defendant, is a 'Promissory Note' for a sum of Rs. 2,50,000/-. Moreover, in another handwritten receipt placed on record by the Defendant, the description for payment of sum of Rs.2,50,000/- is as mentioned as:

“Do Lakh Pachas Hazar biyaj par liye.”

[2.50 lakhs taken (as loan) upon interest]

There are four such receipts where the claim is that the amount has been received as a loan.

38. There is yet another receipt where the amount of Rs.2,00,000/- is claimed to be received ‘.....as a security against the said tenancy of one shop built on ground floor, without roof rights, built on property No. D-1, situated at Fateh Nagar, New Delhi. ...’

39. Thus, clearly wherever the amount has been paid as security deposit, the description is of the shop i.e., the suit property and not of the entire plot. However, when it comes to the other receipts, the description is of the entire property/plot and not of one shop. Further, the Defendant has relied upon a receipt executed on a stamp paper to show the receipt of a sum of Rs. 2,50,000/-, and the date of the said stamp paper is 17th April, 2008.

40. In the opinion of this Court, the said documents do not inspire confidence and prima facie appear to be fabricated inasmuch as the description of the property itself is wholly inaccurate and cannot be accepted as credible. Some of the documents also do not relate to a sale transaction for an immoveable property and appear to be some unexplained loan, promissory note or payment for a scooter/car. These receipts are irreconcilable and cannot



establish a case of payment of consideration for sale of the property.

41. Moreover, the entire payment is stated to be made in cash by the Defendant which is a substantial amount and the Court cannot take into consideration such payment as being valid tender in view of the clear decision of the Supreme Court in the case of *The Correspondence, RBANMS Educational Institution (Supra)*. Further, since the entire transaction is alleged to be a cash transaction, no benefit can be extended to the Defendant on the basis thereof.

42. No defence in law can therefore be taken by the Defendant to claim any valid legal right to remain in occupation of the suit property. As against the documents filed by the Defendant, the Plaintiff's documents are clear and categorical. There are three rent agreements, all of which are admitted. Thus, the landlord-tenant relationship is not in dispute. Even the amount of monthly rent which was being paid from time to time is not in dispute.

43. In the present case, the conduct of the Defendant is also noteworthy. The Defendant did not place these documents along with his written statement. No counterclaim was filed initially. Only after when the application under Order XII Rule 6 of the CPC was filed, heard and was listed for orders, a belated and *malafide* attempt was made by the Defendant to file an application under Order VI Rule 17 of the CPC to amend the written statement, to file further documents and to also seek relief by way of a counter-claim.

44. This conduct of the Defendant itself leads to severe doubt as to the *bona fides* of the Defendant. The Defendant has relied upon the judgments mentioned above which are completely distinguishable.

45. In the decision in *Daljeet Singh Anand (Supra)*, a Co-ordinate Bench



of this Court had rejected the prayer for the decree of partition in a suit involving two brothers. In the said case, an application was filed seeking passing of a preliminary decree on the basis of admissions. The Defendant therein had taken a defence that the transfer documents were fraudulent. Thus, the Court came to the conclusion that at the time of examining an application under Order XII Rule 6 of the CPC, the strength of the documents cannot be seen. Paragraph 17 of the said judgment reads as under:-

*“17. If the respondent is able to prove this fact, it can non-suit the plaintiff. **Whether this defence of the respondent/defendant is weak or has adequate strength is not for the Court to examine at this stage.** What is pointed out is that in view thereof, decree on the basis of admission under Order XII Rule 6 of the CPC could not have been passed. The submission of the appellant qua speedy disposal of the suit can be taken care of. Having regard to the admission of these documents, obviously the onus would be upon the respondent/defendant to prove the alleged fraud etc. Therefore, the controversy which remains is in a narrow campus which will require framing of limited issues and the suit can be put to trial and disposed of expeditiously.”*

The said decision was given in a unique set of facts where the parties were brothers and certain documents were claimed to have been fraudulently executed. The said case would have no application to the facts of the present case.

46. In the remaining two decisions relied upon by the Id. Counsel for the Defendant *i.e.*, *S. M. Asif (Supra)* and *Karan Kapoor (Supra)*, which involved landlord-tenant disputes, a proper Agreement to Sell had been executed between the parties in both cases, demonstrating that an actual sale



transaction was contemplated between the parties. Thus, even these two judgments are clearly distinguishable from the facts of the present case.

47. Recently, the Supreme Court, in the decision in *Pushpa & Ors. v. Dayawati & Ors.*, 2026 INSC 603, has discussed the scope and principles governing the passing of a decree on the basis of admissions under Order XII Rule 6 CPC. The relevant portion of the said decision reads as under:

*“33. A plain reading of Order XII Rule 6 of the CPC indicates that the provision confers a discretionary power upon the Court to pronounce judgment on the basis of admission made either in pleadings or otherwise however the exercise of such power is conditioned upon the existence of a clear admission of fact. **The object of the provision is to enable a party to obtain speedy relief where there is no substantial dispute requiring trial.** At the same time, the provision cannot be invoked in a manner so as to deprive a party of adjudication where the controversy involves disputed questions of fact requiring evidence.*

34. The term “admission” has been defined under Sections 17 and 18 of the Evidence Act, 1872, an admission is a statement which suggests any inference as to a fact in issue or relevant fact and is made by a party to the proceeding or by a person authorised by such party however every statement made by a party cannot automatically result in a decree under Order XII Rule 6 of the CPC. Thus, the admission must be categorical, unambiguous, unconditional and unequivocal.

35. This Court in several decisions has consistently held that before passing a decree on admission, the Court must be fully satisfied that the admission relied upon leaves no room for controversy and if the alleged admission requires interpretation, inferential reasoning or examination of surrounding circumstances, the matter ought to proceed to trial and



it is similarly well settled that where substantial triable issues arise, the parties cannot be denied the opportunity to lead evidence. Recently, this Court in *Vikrant Kapila v. Pankaja Panda (supra)* reiterated the principles under Order XII Rule 6 of the CPC, the relevant paragraph reads as under:

“40. In Himani Alloys Ltd. v. Tata Steel Ltd. [Himani Alloys Ltd. v. Tata Steel Ltd., (2011) 15 SCC 273 : (2014) 2 SCC (Civ) 376] it is held that “Admissions” should be categorical and intentional, as Order 12 Rule 6CPC allows discretion rather than obligation. Admissions result in judgments without trial which permanently deny any remedy to the defendant, by way of an appeal on merits. Therefore, unless the admission is clear, unambiguous, and unconditional, the discretion of the court is not exercised to deny the valuable right of a defendant to contest the claim. Hence, discretion should be used only where there is a clear and unequivocal admission. The relevant paragraphs read thus: (SCC pp. 276-77, para 11)

“11. It is true that a judgment can be given on an “admission” contained in the minutes of a meeting. But the admission should be categorical. It should be a conscious and deliberate act of the party making it, showing an intention to be bound by it. Order 12 Rule 6 being an enabling provision, it is neither mandatory nor peremptory but discretionary. The court, on examination of the facts and circumstances, has to exercise its judicial discretion, keeping in mind that a judgment on admission is a judgment without trial which permanently denies any remedy to



the defendant, by way of an appeal on merits. Therefore, unless the admission is clear, unambiguous and unconditional, the discretion of the Court should not be exercised to deny the valuable right of a defendant to contest the claim. In short the discretion should be used only when there is a clear “admission” which can be acted upon. There is no such admission in this case.” (emphasis supplied) ”

48. In the present case, there is no document executed between the parties which shows any remote intention of sale of the suit property. The receipts filed by the Defendant are not reliable and at this stage, the Court refrains from making any further observations.

49. Moreover, the filing of the counter-claim and application to amend the written statement at the stage when the orders were to be pronounced in the application filed by the Plaintiff under Order XII Rule 6 of the CPC itself shows that the Defendant was reluctant to place these documents on record for whatever reason.

50. Even these documents themselves speak in different tones. In some documents, the amount is stated to have been paid for sale of the entire plot. Whereas in some of the documents, the amount is stated to have been paid towards a loan. Further, the issuance of the cheques by the Plaintiff’s husband to the Defendant would also show that there are certain financial transactions that may have taken place between the parties, however, the manner in which they are linked with the tenancy of the suit property is not clear. The Defendant is stated to have already filed complaints under Section 138 of the Negotiable Instruments Act, 1881 which would proceed parallelly. The



Plaintiff has also filed a criminal complaint against the Defendant alleging that the certain cheques were stolen by the Defendant. Even this case would have to proceed to know the actual truth.

51. In the meantime, the question is whether the Defendant can continue to enjoy the possession of suit property in question or not. The answer, in the opinion of this Court, is a clear NO.

52. The suit property does not belong to the Defendant and the Plaintiff is the lawful owner thereof. The Plaintiff, who is dependent upon the rental amounts derived from the shops let out by her, cannot be deprived of the possession, enjoyment and beneficial use of the suit property, she being the admitted landlady.

53. Under these circumstances, the appeal is devoid of any merit and is, accordingly, dismissed with costs of Rs.50,000/- to be paid by the Appellant/Defendant to the Respondent/Plaintiff within a period of 4 weeks. Pending applications, if any, are also disposed of.

PRATHIBA M. SINGH
JUDGE

MADHU JAIN
JUDGE

JULY 07, 2026
MR/Ck