

**IN THE COURT OF SH. SACHIN SOOD,
DISTRICT JUDGE-01 (CENTRAL), THC, DELHI**

CS NO. 394/2025

Ms. Keshar,

Through her SPA: Sharik
R/o A-301, DDA Flats,
Near Satyam Cinema,
New Ranjit Nagar, Delhi-110008.

.....PLAINTIFF

V E R S U S

Ms. Rihana Begum

W/o Mohd. Zahid,
R/o 157, Katra Gokul Shah,
Matia Mahal, Jama Masjid,
Delhi-110002.

.....DEFENDANT

**ORDER
01.12.2025.**

1. The plaintiff has filed the present suit for ejection, recovery of arrears of rent of Rs.3,22,000/- and mesne profits @ Rs.1000 per day pleading inter alia as follows:
 - a. That the plaintiff is the owner of built up property situated at 1886 Second Floor, Gali Koliyan, Sui Walan, Darya Ganj, New Delhi-110002 (herein after referred to 'the premises'). The premises comprises of three rooms flat on second floor which was given to defendant vide a rent agreement dated 15.10.2019 (duly notarized) for a period of 11 months starting/ commencing from 16.10.2019 till 15.09.2020 at a monthly rent of Rs.12,500/- per month excluding all other charges like

electricity, water and other misc. charge. The suit property is not protected under DRC Act as per the rate of monthly rent.

b. That the defendant approached the plaintiff for renting the tenanted premises to him and after his numerous requests, plaintiff acceded to request of defendant and inducted him as a tenant in suit property. Defendant is a tenant of the plaintiff with respect to the premises at monthly rent of Rs.12,500/- payable on 1st day of each English Calender Month w.e.f. 16.10.2019 in terms of lease deed dated 15.10.2019. The tenancy as such, is a month to month after 15.09.2020 as the tenancy agreement ended by efflux of time.

c. That the Defendant kept on paying rent month to month for some time after the term ending of the agreement but totally stopped paying rent with respect to the said premises after 01.10.2022, as such tenancy remained month to month after that. That the Plaintiff made numerous requests to the Defendant to pay the outstanding rent, but of no avail, as the Defendant did not adhere to the request of the plaintiff. The Defendant is also in arrears of Rs. 28,000, which he credited at the time of paying rent for the month of May 2023, June 2023 and June 2024 amounting to Rs.5,000/-, Rs.13,000/-, and Rs.10,000/- respectively. It is submitted that at the time of tendering the rent for the period May, 2023 Defendant paid Rs.5,000/- instead of Rs.12,500/-, June, 2023 Defendant paid Rs.13,000/- instead of Rs.12,500/- and June 2025 Defendant paid Rs.10,000/- instead of Rs.12,500/-. The Defendant is at default in paying his rent from 01.11.2022 till date except for the three partial payments mentioned above.

d. That the Plaintiff, through his Counsel, terminated the tenancy of the Defendant via Legal Notice dated 22.01.2025 U/S 106 Transfer of

Property Act, giving the clear 15 days (or for that matter till the month ending on 28.02.2025) time to vacate the suit premises, which was duly received by the Defendant on 29.01.2025. Original office copy of the legal notice is annexed. Postal receipts dated 23.01.2025 are annexed. Defendant failed to comply with the terms of the notice.

e. That in spite of the Plaintiff having terminated the tenancy and the Defendant have been served with the said notice, Defendant has deliberately and with illegal motive failed to comply with the requisites of the legal notice dated 22.01.2025, and has failed to pay the outstanding rent and to vacate and handover the vacant, physical, and peaceful possession of the premises to the Plaintiff. Defendant has also failed to pay the arrears of rent. Tenancy is month to month after the efflux of time i.e. after the tenancy period is over and has been terminated through legal notice duly delivered to the Defendant.

f. That the Defendant is also liable to pay the outstanding balance towards various authorities, such as B.S.E.S. i.e. Rs. 88,604/- till 04.04.2024, which is duly mentioned in the legal notice. As the electricity has been disconnected by the distribution company due to non-payment. The fact is Defendant is dishonestly abstracting the energy/light and is having a direct line in the tenanted premises from the pole, thereby committing theft of electricity. Plaintiff is not responsible for the theft committed by the Defendant and her family.

g. That since the tenancy is month-to-month and the area where the suit property is not covered by the DRC Act, as the rent for the tenanted premises is Rs. 12,500 per month, hence, the defendant was liable to pay the arrears of rent within the stipulated period of 15 days which was also the statutory period for vacating the premises but the same was not

complied by the defendant thereby committing a further wrong towards the plaintiff. To the audacity and adamant behavior, the defendant that she is neither paying the outstanding rent nor vacating the tenanted premises.

h. That it is pertinent to mention that whenever the son of the plaintiff Sharik Khan along with his brother-in-law Md. Izaz, went their to get obtain the vacant possession of the premises, the defendant's son Bilal started abusing and threatening both of them and told them that if anyone think of getting the vacant possession then he or she will face dire consequences of the same act and thought.

i. That after all these unfortunate events the plaintiff filed a complaint at P.S. Chandni Mahal, dated 24.09.2024 where the addressee falsely stated that the defendant are paying rent to the plaintiff's son-in-law Abdul Razzaq which is a clear and blatant lie as the defendant never paid any rent to him as per version of Abdul Razzaq. Before I.O. Dev Krishan Jha, the defendant's son Bilal agreed that he and his entire family would vacate the tenanted premises by 22.10.2024, but she failed to abide by her promise as usual as they are not people of their word and they are just postponing the vacation of the tented premises without paying any rent or electricity charges.

j. That defendant is violating number of clauses of the rent agreement dated 15.10.2019 and hence, they are liable to be evicted. That defendant is defaulted in paying the electric bill for nearly a year leading to the disconnection of the electricity meter by the department and now illegally drawing the electricity from the police directly which is a clear case of theft under electricity laws and, hence, is liable to be prosecuted for the same.

k. That even as per the rent agreement, it is made clear that the Second Party (Defendant) shall not do any illegal act on the said premises which would cause trouble to the landlord (Plaintiff) and still defendant surpassed the terms and failed to pay for his water and electricity charges which are clearly stipulated in paragraph 3 of the agreement and thereby offending the terms of the agreement which is binding between the parties.

l. That the said agreement dated 15.10.2019 was never renewed between the parties meaning thereby that the tenancy has also ended by efflux of time (U/s 111 TPA) and the Defendant has no right to keep on staying and withholding tenanted premises. It was the duty of the defendant to vacate the suite on or after 15.09.2020 but the Defendant kept on living in the said premises (suit property) with malafide intention to grab the suit property.

m. The Defendant is liable to pay damages for illegal and unauthorized use and occupation of the suit premises at the present market rate, which in the respectful submission of the Plaintiff is about Rs. 25,000/- (Twenty-five thousand rupees only), as per the present rates applicable and as per the tenancy rates of the properties surrounding the suit premises of the same location.

n. The Defendant is, as such, liable to pay arrears of rent @ Rs.12,500/- p.m being the agreed rate of rent w.e.f. 01.11.2022 till date except for the month of May 2023, June 2023 and June 2024 amounting to Rs.5,000/-, Rs.13,000/- and Rs.10,000/- respectively, amounting to Rs.3,22,000/- and damages/mesne-profits for use and occupation of the suit premises from 01.03.2025 @ Rs.1,000/- per day till the handing over of vacant, physical, peaceful possession.

o. That the Defendant is also liable to pay damages for illegal use and occupation of the suit premises during the pendency of the suit till he vacates the same as may be assessed by this Honorable Court after inquiry. The Plaintiff has, however, assessed the same at Rs. 30,000/- p.m. (Thirty Thousand Rupees Only) as per the prevailing market rate of rent for similarly situated properties, which are fetching much more than the figure assessed. Plaintiff undertakes to pay the Court Fees on said amount as and when the same are determined after inquiry.

p. Accordingly, the present suit was filed seeking the following relief(s):

(a) Pass a decree of ejectment against the defendant and in favour of the plaintiff, directing the defendant to vacate and hand over peaceful physical and vacant possession of the suit premises, 1886, Second Floor, Ggali Loliyan, Sui Walan, Darya Ganj, New Delhi-110002.

(b) Pass a decree in favour of the plaintiff and against the defendant in the sum of Rs 3,22,000/- being arrears of rent.

(c) Pass a decree of damages/mesne profits @ Rs 1,000/- per day for illegal use and occupation of the suit premises from 01.03.2025 till the actual physical vacant possession of the said premises is handed over by the defendant or such higher rates/damages as may be assessed by this Hon'ble Court under the provision of Order XX Rule 12 of the Code of Civil Procedure 1908.

(d) Pass a decree awarding interest on the above accumulated amounts @ 18% per annum being the present market rate or at such higher rate as may be awarded by this Hon'ble Court.

(e) Award costs of the present suit in favour of the plaintiff and against the defendant in that behalf.

(f) Pass such order or further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

2. Upon service of summons, the defendant has filed written statement taking the following grounds :-
- a. That the defendant was tenant with the plaintiff in property bearing House No. 1866, Second Floor, Gali Koliyan, Sui Walan, Darya Ganj, Delhi of which the defendant was regularly paying the rent to the defendant till May, 2024.
 - b. That in the first week of April, 2024, the son of the plaintiff approached the defendant and asked the defendant to vacate the suit property as the plaintiff wants to give the suit property to some other tenant, who was ready to take the suit property on security basis. It is pertinent to mention that in the vicinity, where the suit property is situating, there is practice that the landlord takes a lump-sum amount from the tenant, in common parlance called as security amount, and allows the tenant to use the tenanted premises. After paying the said sum in lump-sum, the tenant is not required to pay any further rent to the landlord except the utility charges and when the tenant vacates, the Landlord returns the security amount to the tenant.
 - c. That the defendant requested the son of the plaintiff to not dispossess her as she is residing in the said house for quiet good time but the son of the plaintiff informed that the plaintiff immediately requires some money. On which the defendant initially offered to take the suit property on security basis but later on during discussion, it was decided that the defendant would purchase the suit property from the plaintiff. To avoid any confusion, the parties to the suit had reduced the terms and condition vide agreement dated 13.05.2024. The total sale consideration for the suit property was agreed as Rs. 22,00,000/- out of which the defendant had paid immediately a sum of Rs. 5,00,000/- to

the plaintiff vide receipt dated 13.05.2024. The last date for execution of Sale Deed for the suit property was agreed on or before 30.11.2024.

d. That the defendant was not having the remaining consideration amount of the suit property and arranged money from her relatives and family friends. A sum of Rs. 3,00,000/- has been paid by the defendant to the plaintiff on 12.07.2024 towards the part consideration and further a sum of Rs. 4,00,000/- had been paid by the defendant to the plaintiff on 14.08.2024. Thus, the defendant has already paid a sum of Rs.12,00,000/- out of total Rs. 22,00,000/- to the plaintiff.

e. That the defendant was arranging the balance consideration amount but in the month of October, 2024, the son of the plaintiff started coming with some police officials and is creating pressure upon the defendant and her family members to further pay a sum of Rs. 5,00,000/-. The defendant requested that there is still one month approximately left for the execution of Sale Deed and she will pay the remaining Rs. 10,00,000/- on or before 30.11.2024. The accompanied police official and son of the plaintiff unnecessarily creating pressure upon the defendant to pay at least Rs. 5,00,000/- to the plaintiff. The defendant discussed this issue with the plaintiff but to no avail. The son of the plaintiff alongwith plaintiff threatened the defendant and her family members that they are having good nexus with the police they will implicate the defendant and her family members in false cases.

f. That the defendant was always willing and ready to perform her part of agreement to sell dated 13.05.2024 and even today she is ready with the balance consideration amount, but the plaintiff was unnecessary creating pressure upon the defendant and threatening that if the defendant would not pay Rs. 5,00,000/- immediately, the plaintiff would

sell the property to some other person and would cancel the agreement.

g. That the defendant had also got information that the plaintiff and her son are negotiating with certain property dealers in order to create third party interest in the suit property and are trying to dispose of the suit property and the plaintiff and her son may take forcible possession.

h. That finding no other remedy, the defendant had to prefer a suit for permanent injunction against the plaintiff, which is pending in the Hon'ble Court of Sh. Sahil Khurmi, Ld. Civil Judge, Central District, Tis Hazari Court, Delhi vide CS/SCJ No. 2047 of 2024 titled as Rihana Begum Vs. Kaisar and the next date of hearing is 30.05.2025.

i. That after the due date of execution of title documents in favour of the defendant, the defendant ha approached several times to the plaintiff for the execution of the title documents but she kept on avoiding on the one pretext or another. The plaintiff appeared first time in the above mentioned suit i.e. CS SCJ No. 2047/2024 and filed her reply/written statement on 24.04.2025, wherein she denied even the execution of the agreement dated 13.05.2024, which shows evil intentions of the plaintiff. Hence, the plaintiff has also preferred suit for specific performance and permanent injunction in respect of the agreement to sell executed in between the plaintiff and the defendant in respect of the suit property.

j. That the defendant is still willing and ready to perform her part of agreement/contract alongwith the balance sale consideration amount of Rs. 10,00,000/- but the plaintiff has miserably failed to perform her part of agreement/contract.

k. That the defendant has in all paid a sum of Rs. 12,00,000/- to the plaintiff and has sufficient funds with her to pay the balance sale

consideration to the plaintiff at the time of execution of the sale deed by the plaintiff in favour of the defendant.

l. That the present suit is nothing but a clever and counter blast tactic on the behalf of the plaintiff in respect of the suit No. CS SCJ/2047/2024 titled as Rihana Begum Vs. Kaiser filed by the defendant against the plaintiff.

m. That since the plaintiff indeed did not approach the Hon'ble Court with clean hands, therefore, the present suit should be dismissed with heavy cost with a precedent that whosoever abuses the process of law in order to reap the benefits which indeed she is not entitled should be dealt with an iron hand.

3. The plaintiff filed re-joinder to the written statement and has also filed an application under the provisions of Order 12 Rule 6 CPC on the ground that the defendant in the written statement has admitted the relationship of landlord and tenant. It has further been contended that the defendant has not disputed the rate of rent or the ownership of the plaintiff. Thus, as per the plaintiff since the landlord and tenant relationship stands admitted and since the suit property is not a statutory protected tenancy which has been terminated vide legal notice dated 22.01.2025. Thus the Plaintiff has prayed that in view of the admissions, the suit is liable to be decreed under the provisions of Order 12 Rule 6 CPC qua the relief of possession.
4. The defendant filed reply to the application under Order 12 Rule 6 CPC and contended that there are no admissions in the written statement as filed by the defendant and triable issues as raised requires evidence to be led in the present matter. The defendant has also disputed the receipt of the legal notice dated 22.01.2025. It is thus submitted by the defendant

that the present application is liable to be dismissed and the Plaintiff is bent upon to dispossess the defendant by hook or crook and the defendant has duly filed the agreement to sell after which the relation of the landlord and tenant has been seized. It is denied that the tenancy of the defendant expired by efflux of time as per Section 116 of TPA on 15.09.2020 after expiry of 11 months.

5. Having heard the Ld. counsel for the parties, before I deal with the submissions made by them, it is important to examine the provisions of Order XII Rule 6 of the CPC and Order XIV (1) (6). The said provisions reads as under:-

ORDER XII:

“6. Judgment on admissions – (1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub- rule (1), a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

Order XIV Rule (1) :

(6): Nothing in this Rule requires the court to frame and record issues where the Defendant at the first hearing of the suit makes no defence.

The law with regard to the interpretation given to Order XII Rule 6 of the CPC is well settled in terms of the judgment of the Supreme Court in the case of Himani Alloys vs Tata Steel Ltd, Civil Appeal No. 5077 of 2011, and also in terms of the judgment by the Division Bench of the Hon’ble High

Court of Delhi in the case of Anupama Bansal vs. Suraj Bhan Bansal & Anr., RFA(OS) 46/2019. The Division Bench of Hon'ble High Court of Delhi has in paragraphs whereof 20 to 24 held as under:-

"20. The law on the aspect as to what should constitute "pleadings or otherwise", the words used under Order XII Rule 6 CPC, for passing a judgment on admission, is well settled. There are a line of decisions rendered by the Supreme Court and the High Courts that if there is sufficient material on record including express/implied admissions, that can validate passing of a decree on the basis of such admissions, there is no impediment for the Court to accelerate the suit proceedings to a closure by passing a decree on admitted claims.

21. The scope and ambit of Order XII Rule 6 CPC was discussed by the Supreme Court in the landmark case of Uttam Singh Duggal and Co. Ltd. Vs. Union Bank of India reported as AIR 2000 SC 2740, where it was observed as under:-

"12. As to the object of the Order 12 Rule 6, we need not say anything more than what the Legislature itself has said when the said provision came to be amended. In the objects and reasons set out while amending the said rule, it is stated that where a claim is admitted, the Court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled." We should not unduly narrow down the meaning of this rule as the object is to enable a party to obtain speedy judgment. Where other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which, it is impossible for the party making such admission to succeed." (emphasis added)

In ITDC Ltd. Vs. M/s. Chander Pal Sood and Son reported in 84 (2000) DLT 337 DB, a Division Bench of Hon'ble High Court of Delhi interpreted the provisions of Order XII Rule 6 CPC in the following words:-

"17. Order 12 Rule 6 of Code gives a very wide discretion to the Court. Under this rule the Court may at any stage of the suit either on the application of any party or of its own motion and without determination of any other question between the parties can make such order giving such judgment as it may think fit on the basis of admission of a fact made in the pleadings or otherwise whether orally or in writing...."

6. Another Division Bench of Hon'ble High Court of Delhi had the occasion to interpret the expression, 'otherwise' used in Order XII Rule 6 CPC in *Rajiv Srivastava vs. Sanjiv Tuli and Anr.* reported as 119 (2005) DLT 202 (DB) and observed as below:-

"10. The use of the expression "otherwise" in the aforesaid context came to be interpreted by the Court. Considering the expression the Court had interpreted the said word by stating that it permits the Court to pass judgment on the basis of the statement made by the parties not only on the pleadings but also de hors the pleadings i.e. either in any document or even in the statement recorded in the Court. If of one of the parties" statement is recorded under Order 10 Rules 1 and 2 of the Code of Civil Procedure, the same is also a statement which elucidates matters in controversy. Any admission in such statement is relevant not only for the purpose of finding out the real dispute between the parties but also to ascertain as to whether or not any dispute or controversy exists between the parties. Admission if any is made by a party in the statement recorded, would be conclusive against him and the Court can proceed to pass judgment on the basis of the admission made therein."

7. In *Delhi Jal Board vs. Surendra P. Malik* reported as 104 (2003) DLT 151, a Division Bench of Hon'ble High Court of Delhi had laid down the

following tests for pronouncing a judgment on admission:-

"9. The test, therefore, is (i) whether admissions of fact arise in the suit, (ii) whether such admissions are plain, unambiguous and unequivocal, (iii) whether the defense set up is such that it requires evidence for determination of the issues and (iv) whether objections raised against rendering the judgment are such which go to the root of the matter or whether these are inconsequential making it impossible for the party to succeed even if entertained. It is immaterial at what stage the judgment is sought or whether admissions of fact are found expressly in the pleadings or not because such admissions could be gathered even constructively for the purpose of rendering a speedy judgment." (emphasis added)"

8. Thus on the basis of the aforementioned authoritative pronouncement, it is thus settled law that Order XII Rule 6 of the CPC is an enabling provision that confers discretion to the Court for ensuring speedy justice on admission to the extent of the claim admitted by one of the parties of his opponent's claim. As noted above, such admissions can be in the form of pleadings or otherwise i.e., in the documents, correspondence, etc. placed on record. It can be oral or in writing; the admission can be constructive admission as well as without it being specific or expressive, which can be inferred from vague and evasive denials in the written statement while responding to specific pleas taken in the plaint. There is no dispute with regard to the proposition laid down in the said judgments in as much as, (i) a judgment on admission under Order XII Rule 6 of the CPC is not a matter of right, rather is a matter of discretion of the Court; (ii) to constitute a clear, unequivocal, unambiguous and unconditional admission, the Court has to see the overall effect of the pleadings and documents. For a judgment on admission to be passed under Order XII Rule 6 of the CPC, the Court has to see as to whether the admission of

facts is plain, unambiguous, and unequivocal and go to the root of the matter, which would entitle the other party to succeed; (iii) if the issue raised, involve the mixed question of fact and law, the same has to be adjudicated by way of evidence; (iv) the discretion conferred under Order XII Rule 6 of the CPC is to be exercised judiciously and not arbitrarily.

9. From the reading of the aforesaid judgments, it cannot be disputed that Order XII Rule 6 of the CPC can also be invoked when the objections raised against rendering a judgment are such, which goes to the root of the matter or whether the objections are inconsequential, making it impossible for the party to succeed, even if entertained.
10. Applying the ratio of the said judgments to the case in hand, from the perusal of the entire WS, it is clear that the defendant has admitted coming into possession of the suit property through the Plaintiff and has admitted himself to be a tenant with respect to the suit property. The defendant has nowhere disputed that the rent payable was @ Rs. 12,500/- per month.
11. Perusal of the preliminary objections of the written statement shows that the defendant had not disputed the fact that the Plaintiff is the owner of the suit property with whom he had entered into an agreement to sell of which a suit for specific performance has also been instituted. The defendant has further not denied his entering into a lease agreement with the plaintiff vide the lease deed dated 15.10.2019. Thus, the only defence of the defendant as taken in the preliminary objection of entering into an agreement to sell in respect of which a suit for specific performance is stated to be instituted.
12. The act of the defendant in allegedly having entered into an agreement to sell is in fact an admission that the Plaintiff is the owner of the suit

property with whom the defendant had entered into a rent agreement / lease deed dated 10.10.2019. Although the defendant has denied having received the legal notice, however, since the summons of the present suit stands served upon the defendant which in terms of the judgment rendered in the matter of ‘Om Prakash Arora Vs. Archana Lal’ which after placing reliance upon ‘Payal Vision Ltd. Vs. Radhika Chaudhary’ and ‘No Pay Investment P. Ltd. Vs. Santokh Singh (HUF)’, Manu/SC/8184/207, has held that the tenancy gets terminated even with the service of the summons of the suit. Even otherwise the Plaintiff has filed on record the postal receipts which show that the Legal Notice issued under section 106 of the Transfer of Property Act was served on the Defendant thereby terminating the tenancy of the Defendant.

13. Even if the entire defence of the defendant is presumed to be correct even then the defendant having entered into an agreement to sell for purchasing the suit property from the plaintiff and after having paid the part consideration amount at best can rely on such agreement for two purposes i.e. for filing a suit for specific performance seeking execution of sale deed and specific performance of the contract (agreement) and secondly claim protection of Section 53-A of the Transfer of Property Act.
14. It is the admitted case of the defendant that the agreement to sell is not a registered document. After insertion of Section 1A by the Amendment Act 48 of 2001 in section 17, the registration of an agreement to sell has been made compulsory w.e.f. 24.09.2001 and if it is not done so, then the buyer shall not be entitled for availing the benefit of Section 53A of the Transfer of Property Act. The said Section 17(1A) is reproduced as under:

“Sec. 17 (1A). The documents containing contracts to transfer for consideration, any immovable property for the purpose of Section 53A of the Transfer of Property Act, 1882 (4 of 1882) shall be registered if they

have been executed on or after the commencement of the Registration and Other Related Laws (Amendment) Act, 2001 and if such documents are not registered on or after such commencement (i.e. w.e.f. 24.09.2001), then, they shall have no effect for the purposes of the said Section 53A” Corresponding amendments were also made in Section 53A of the Transfer of Property Act, 1882 and in the Indian Stamp Act, 1899.

15. Thus, it is clear that for claiming the benefit of Section 53-A of the Transfer of Property Act, it is one of the mandatory requirements that such agreement to sell must be in writing and it also requires compulsory registration after enactment of the Registration and other Related Laws Amendment Act, 2001 w.e.f. 24.09.2001. Therefore, in the instant case, in the absence of any registered agreement to sell, the defendant cannot claim any protection or benefit of Section 53-A of the Transfer of Property Act and his status in the suit property is nothing more than that of a tenant holding over.
16. As regards the right of the defendant to seek specific performance, the defendant has separate and independent right to file appropriate suit against the plaintiff which in fact stands instituted. It is a settled proposition of law that merely on the basis of an agreement to sell the defendant or the proposed purchaser does not acquire any interest (Proviso to Section 54 of the Transfer of Property Act) in the immovable property sought to be sold unless a decree is passed granting the specific performance and until a sale deed is duly executed as per law in favour of the said proposed purchaser.
17. In *Sudhir Sabharwal vs Rajesh Pruthi*, 2014 AIR CC 2850, High Court of Delhi observed as under:

“The plaintiff had filed a suit seeking decree of possession against the defendant in respect of the premises in dispute. The application sought decree on the basis of admissions made by the defendant in his written statement. The plaintiff is a landlord of property No. G-27/4, Rajouri

Garden, New Delhi and its ground floor was let out to the defendant at the rent of Rs.25,000/- per month. The plaintiff issued notice to the tenant on 29.6.2011 followed by a reminder on 11.1.2012 asking them to vacate the premises. But there was no compliance of the plaintiff's request therefore the suit was filed to seek possession as well as damages. The defendant had admitted the enhanced rent of Rs.27.500/- from 1.7.2011 and that the tenancy period had been extended by another seven months by the plaintiff. But he also claimed in the written statement that the plaintiff had agreed to sell the rental premises to the defendant for a total consideration of Rs.2,10,00,000/- for which the defendant had paid bayana/advance payment of Rs.21,20,000/- i.e. 10% of the total sale consideration and that the plaintiff had duly executed receipt in this regard. What follows is that even if the defendant were to succeed in his suit for specific performance of agreement to sell, till the execution of a conveyance deed in pursuance to the decree, if any, in favour of the defendant, the defendant has no ground in law to save his possession of the premises. The status of the defendant would continue to be as before i.e. of a tenant whose tenancy has been determined. In view of the legal position that "mere agreement to sell of immovable property does not create any right in the property save the right to enforce the said agreement" and in view of the preceding discussion that "mere agreement of sale will not terminate landlord - tenant relationship unless there is specification to that effect in agreement itself", this Court is of the view defendant has not right to occupy the said property."

18. In *Jiwan Das vs. Narain Das*, AIR 1981 Delhi 291, Hon'ble High Court held that in fact no rights ensue to the agreement purchaser, not even after the passing of a decree of specific performance and till conveyance in accordance with law and in pursuance thereto is executed. Thus, in law, the petitioner has no right to remain in occupation of the premises or retain possession of the premises merely because of the oral agreement to sell in his favour.
19. In the light of the aforesaid discussion, this court is of the considered opinion that the defendant has failed to raise any legally acceptable defence and keeping in view the admissions made by the Defendant that he came into the possession of the suit property under the Rent Agreement dated 15.10.2019 executed between the plaintiff and the defendant, is

sufficient admission that the Defendant is a tenant under the Plaintiff. The plaintiff having duly terminated the tenancy and has filed the present suit seeking eviction of the defendant. Having not disputed the rate of rent payable under the rent agreement, the Defendant has further admitted that the tenancy is not a protected tenancy. Thus, in the facts and circumstances of the present case, a judgment can straightaway be passed qua the relief of possession despite the defendant having pleaded an agreement to sell stated to have been executed by the plaintiff in terms of the Judgment passed in the matter of Sudhir Sabharwal (Supra).

20. Accordingly the present application is partly allowed and the suit is partly decreed for the recovery of possession of the suit property and the defendant is directed to hand over the physical vacant possession of the suit property bearing no. 1886, Second Floor, Gali Koliyan, Sui Walan, Darya Ganj, New Delhi-110002 to the plaintiff within 30 days comprising of a three rooms flat at second floor as shown in the site plan which has been filed in the present suit which is now exhibited as Ex.PW1/1. For other reliefs as prayed for in the suit, the matter requires evidence and trial. Part decree sheet be prepared accordingly. The defendant is directed to place on record the affidavit of his assets and the permanent as well as new address where he would be shifting after vacating the suit property. The site plan i.e. Ex PW 1/1 shall form part of the present decree of possession.

**Announced in the Open Court
On 01th December, 2025**

(Sachin Sood)
DJ-01 (Central)
THC, Delhi.