

**IN THE COURT OF SH. VIKAS GARG, DJ-05 (EAST),
KARKARDOOMA COURTS, DELHI.**

RCA DJ No. 38/26
CNR No. DLET01-002706-2026

Sh. Kaptan
S/o Late Sh. Rahim
R/o Gurjar Mohalla
Village Gharoli, East Delhi-110096.Appellant

Versus

Sh. Bijender
S/o Sh. Harkesh Sharma
R/o H. No. 8, Kh. No. 203
Main Market, Old Kondli,
Village Kondli, East, Delhi.Respondent

Date of Institution	:	06.05.2026
Date of Reserving Order	:	06.06.2026
Date of Decision	:	08.06.2026

**REGULAR FIRST APPEAL UNDER SECTION 96
CODE OF CIVIL PROCEDURE, 1908 AGAINST THE
IMPUGNED JUDGEMENT AND DECREE DATED
20.02.2026 AND 28.02.2026 RESPECTIVELY PASSED
BY DR. SAEMA JAIN, JSCC-CUM-ASCJ-GUARDIAN
JUDGE, KARKARDOOMA COURTS, DELHI, IN
CIVIL SUIT NO.869/2018 UNDER THE CASE TITLE
AS "BIJENDER VERSUS KAPTAN". WHEREBY THE
SUIT OF THE APPELLANT HAS BEEN DECREED.**

J U D G M E N T

1. Background And Scope Of Present Appeal (In Brief):-

The present appeal has been preferred by the appellant challenging the judgment dated 20.02.2026 and the consequent decree dated 28.02.2026 passed by the learned Trial Court in Civil Suit No. 869/18 titled *Bijender vs. Kaptan*. The impugned judgment and decree were passed by Dr. Saema Jain, learned JSCC-cum-ASCJ-cum-Guardian Judge, East District, Karkardooma Courts, Delhi.

Vide the impugned judgment dated 20.02.2026, the learned Trial Court decreed the suit in favour of the plaintiff and against the defendant. The learned Trial Court held the plaintiff entitled to recovery of possession of the suit property, namely one shop (Private No. 2) measuring 8' × 29.2" situated in Khasra No. 202/2, Main Market, Old Kondli, Village Kondli, Delhi-110096, as shown in red colour in the site plan, and directed the defendant to hand over vacant and peaceful possession thereof to the plaintiff.

The learned Trial Court further decreed the suit for recovery of arrears of rent in the sum of Rs.37,500/- for the period from 01.08.2016 to 15.08.2017 at the rate of Rs.3,000/- per month. The plaintiff was also held entitled to damages/mesne profits at the rate of Rs.3,000/- per month

with effect from 16.08.2017 till the date of delivery of vacant and physical possession of the suit property. In addition thereto, a decree of permanent injunction was passed restraining the defendant from creating any third-party interest in respect of the suit property as shown in red colour in the site plan.

The learned Trial Court also awarded costs of the suit in favour of the plaintiff. Aggrieved by the aforesaid findings and the consequential reliefs granted in favour of the plaintiff, the appellant/defendant has preferred the present appeal seeking setting aside of the impugned judgment and decree.

2. Facts and Circumstances Leading to the Present Appeal (as stated in Memorandum of Appeal) (In Brief):-

The appellant has preferred the present appeal assailing the legality, correctness, and validity of the judgment dated 20.02.2026 and the consequent decree dated 28.02.2026 passed by the learned JSCC-cum-ASCJ, East District, Karkardooma Courts, Delhi, in Civil Suit No. 869/2018. By the impugned judgment and decree, the learned Trial Court decreed the suit filed by the respondent/plaintiff for possession, arrears of rent, damages, and permanent injunction. According to the appellant, the impugned judgment and decree suffer from serious errors of fact and

law, including an erroneous appreciation of the evidence on record and an incorrect application of the provisions of the Transfer of Property Act, thereby rendering the same unsustainable in law.

Briefly stated, the case set up by the respondent/plaintiff before the learned Trial Court was that Late Sh. Harkesh Sharma was the owner of ancestral property bearing Khasra No. 202/02 situated at Village Kondli, Delhi-110096, and that after his demise, the property was partitioned amongst his legal heirs. The respondent/plaintiff, being one of the sons of Late Sh. Harkesh Sharma, claimed to have become the absolute owner of the suit property, namely one shop measuring 8' × 29'.2" situated in Khasra No. 202/02, Main Market, Old Kondli, Delhi-110096, which allegedly fell to his share. It was further pleaded by the respondent/plaintiff that during his lifetime, his father had orally let out the suit property to Rehman, the father of the appellant/defendant. Upon the death of Rehman, the appellant/defendant allegedly stepped into the shoes of the tenant, and after the alleged partition amongst the legal heirs, the respondent/plaintiff became the landlord of the appellant/defendant in respect of the suit property.

The respondent/plaintiff further claimed that the suit property had been let out for commercial purposes and that the appellant/defendant was running a sweet shop therein.

According to the respondent/plaintiff, the agreed monthly rent was Rs.3,000/-, and the appellant/defendant paid rent only up to 30.07.2016. It was alleged that despite repeated requests and reminders, the appellant/defendant neither paid rent nor cleared the arrears for the period commencing from 01.08.2016. Consequently, the respondent/plaintiff issued a legal notice dated 05.06.2017 terminating the tenancy and demanding payment of arrears of rent. It was further alleged that despite service of the said notice, the appellant/defendant neither paid the outstanding rent nor vacated the suit property and, therefore, became an unauthorized occupant thereof with effect from 16.08.2017. The respondent/plaintiff also alleged that in August, 2018, the appellant/defendant threatened to create third-party interest in the suit property, compelling him to institute the present suit.

The record further reveals that prior to filing the present suit, the respondent/plaintiff had instituted proceedings under Section 14(1)(e) read with Section 25-B of the Delhi Rent Control Act, 1958, being RC/ARC No. 89/2017, before the Court of the learned SCJ/RC, East District, Karkardooma Courts, Delhi. However, the said petition was withdrawn vide order dated 23.08.2018 on the ground that the suit property did not fall within the purview of the Delhi Rent Control Act, 1958.

Upon service of summons, the appellant/defendant entered appearance and filed a written statement contesting the suit. The appellant/defendant specifically denied the existence of any landlord-tenant relationship between the parties and asserted that the respondent/plaintiff had no cause of action against him. It was further pleaded that the respondent/plaintiff had no concern with the suit property and that the documents relied upon by him were forged and fabricated. The appellant/defendant also asserted that the land in question belonged to the Gram Sabha and that the suit had been instituted on false and baseless allegations merely to harass and pressurize him. It was further pleaded that after the demise of his father, he had continued to remain in possession of the suit property and had been carrying on his business therein under the name and style of “Kaptan Ki Dukan” without any obstruction or interference from any quarter. The respondent/plaintiff thereafter filed a replication reiterating the averments made in the plaint and denying those contained in the written statement.

On the basis of the pleadings of the parties, the learned Trial Court framed the following issues on 07.02.2020:

- (i). Whether the plaintiff is entitled to decree for possession as prayed for in prayer clause (a)? OPP.
- (ii). Whether the plaintiff is entitled to relief of arrears of rent, if any. If yes, for what period and for what rate as prayed for in prayer clause (b)? OPP

- (iii). Whether the plaintiff is entitled to the mesne profits, if any, at what rate and for what period as prayed for in prayer clause (c)? OPP
- (iv). Whether the plaintiff is entitled for permanent injunction as prayed for in prayer clause (d)? OPP.
- (v). Whether there is no landlord-tenant relationship between the parties? OPD.
- (vi). Relief

In order to establish his case, the respondent/plaintiff examined himself as PW-1 and tendered his affidavit in evidence substantially reiterating the averments made in the plaint. He was duly cross-examined by the learned counsel for the appellant/defendant. The respondent/plaintiff also relied upon and proved various documents exhibited as Ex. PW-1/A to Ex. PW-1/H. In addition thereto, the respondent/plaintiff examined PW-2 Sh. Tara Shankar Joshi, ASO from the Office of Kanoongo Branch, Record Room, Tis Hazari Courts, Delhi, who produced the certified copy of Khatauni for the year 1975-76 pertaining to Khasra No. 202/02, Village Kondli, which was exhibited as Ex. PW-2/A (colly). The respondent/plaintiff further examined Sh. Bipin Kumar and Sh. Anil Kumar as PW-3 and PW-4 respectively. No other witness was examined on behalf of the respondent/plaintiff and, accordingly, the plaintiff's evidence was closed.

In defence, the appellant/defendant examined his son, Sh.

Amir, as DW-1, who tendered his affidavit in evidence and was subjected to cross-examination. Upon completion of evidence and after hearing final arguments advanced on behalf of both parties, the learned Trial Court proceeded to pass the impugned judgment dated 20.02.2026 and the consequential decree dated 28.02.2026, whereby the suit of the respondent/plaintiff was decreed for possession, arrears of rent, damages, and permanent injunction.

Aggrieved by the said judgment and decree, the appellant has preferred the present appeal. It is contended that the findings recorded by the learned Trial Court are contrary to the pleadings, evidence, and settled principles of law and that the impugned judgment and decree are liable to be set aside on the grounds urged in the memorandum of appeal and discussed hereinafter.

3. **Grounds of Appeal.**

A. Because the Ld. Civil Judge, erroneously passed the impugned judgment and decree without appreciating the documents on record and totally failed to consider the relevant provisions of law.

B. Because the Ld. Civil Judge has passed the erroneous judgment and decree on the basis of her surmises and conjectures.

C. Because that the Ld. Court below passed the

impugned judgment and decree in undue haste and hurry without advertng to the facts and circumstances of the case by taking into consideration certain material, which was either irrelevant or superfluous, in nut shell the impugned judgment and decree being based on surmises and conjectures are liable to be upset/set aside.

D. Because Ld. Trial court has not properly evaluated/marshalled affidavits the documents / affidavits and evidences adduced by the parties. In other words, the Ld. Trial Court not only misread the evidences but also misinterpreted the laws applicable to the case in hand which culminated in passing of the impugned judgment and decree, and the same viewed from any angle, the impugned judgment and decree are not sustainable in the eyes of law.

E. Because while passing the impugned judgment/decrece the Ld. Trial Court Judge seems to have been swayed away by superficial considerations, for instance the suit was filed by the respondent/plaintiff by asserting therein in para 2 of the plaint "That the plaintiff's father Late Sh. Harkesh Sharma during his lifetime let out the shop (private no.2) Khasra No. 202/02, Village Kondli, Delhi-110096, measuring 8' x 29.2" orally to the father of the deponent namely Rehman after the death father of the defendant, the defendant became the tenant of the tenanted shop of the private shop no.2, measuring 8' 29.2" Khasra No. 202/02,

Village Kondli, Delhi-110096. The father of the plaintiff died in the year 2006, and thereafter property was partitioned and the said shop came into the possession of the plaintiff and he became the absolute owner of the said tenanted shop and landlord of the defendant. The said shop more specifically shown in red color attached herewith as tenanted premises. The last monthly rent of the tenanted shop paid by the tenant was Rs. 3,000/- without electricity and water charges to the plaintiff, but the Ld. Trial court in Para 16 of the Judgment mentioned that while original tenancy was orally created in 1975-76, the laps of time over several decades makes it impossible to produce direct documentary evidence from that period, particularly when plaintiff was not either born or was of tender age at the it relevant point of time in such circumstances, the plaintiff must rely upon credible oral testimony supported by independent witnesses to establish tenancy, the Ld. Trial Court herself has presumed the starting point of the tenancy from the year 1975-76 though there is no mentioning or whisper with regard to the starting point of the tenancy in the entire plaint of the respondent/plaintiff, thus the impugned judgment becomes vulnerable and is liable to be set aside on this short ground alone.

F. Because the Trial Court has also failed to take into consideration that the entire cause of action has been started

from the issuance of the notice dated 05.06.2017 by the counsel of respondent/plaintiff to appellant/defendant which is exhibit PW-1/A wherein the respondent/plaintiff has not mentioned the correct name of the original alleged tenant Sh. Rahim who is the father of the appellant/defendant but the respondent/plaintiff mentioned the name of father of the appellant as Raham that shows the entire story of tenancy is been created by the respondent/plaintiff as well as in para 1 of the notice (Ex.PW-1/A) the respondent/plaintiff has mentioned the absolute wrong measurement of the shop in question as well as its Khasra Number, the respondent/plaintiff is also alleged in para 2 of the notice (ExPW-1/A) that the respondent/plaintiff has let out the shop in question to the father of the appellant/defendant, the respondent/plaintiff has also placed on record his election I Card and Adhar Card which is exhibits as Ex. PW-1/D & Ex.PW-1/E respectively, wherein the year of birth has been shown in 1974 then how it could be possible that a fellow who born in the year 1974 can induct a tenant in the year 1975-76, the Ld. Trial Court has completely shut down her eyes over this material contradiction as alleged by respondent/plaintiff in alleged his by plaint and evidences, therefore, the Ld. Trial Court has completely failed to take into consideration such a major issue and has by-pass the same therefore, the judgment and decree liable to be set-

aside.

G. Because the Ld. Trial Court has miserably failed to take cognizance of the fact that the respondent/plaintiff has produced no evidence, apart from a vague and bald plea, regarding the appellant/defendant herein having paid any rent in respect of the property/shop in question after starting the alleged tenancy.

H. Because the Ld. Trial Court has passed the impugned judgment and decree in haste without applying the judicial mind.

I. Because the Ld. Trial Court has also failed to consider that vide order dated 25.09.2019 the counsel respondent/plaintiff has filed an application under order VII rule 14 CPC with prayer place on record the certain additional documents viz. copy of certified copy of Khatauni for the year 1975-76 of Khasra No. 202/02, Affidavit of tenants namely Anil Kumar and Bipin Kumar as well as the affidavit one of his brother Sh. Rajender Kumar and the said application was duly allowed and the said documents were taken on record, and as per the affidavit filed by the respondent/plaintiff himself the major contradiction is been came on record and all three above said persons have stated in their affidavits that the rate of rent was around Rs.2430/- P.M in the 2015, i.e. completely against the averment mentioned in the plaint as well as in the cross-examination

of respondent/plaintiff as PW-1. It is also necessary to mention over here that the brother of the respondent/plaintiff has also filed his affidavit on record wherein he has alleged in para 2 of his affidavit that in the year 2006 when Late Sh. Harkesh died the rate of rent was Rs. 923/-in view of all major contradiction brought on record by the respondent/plaintiff himself and despite this major contradiction the Ld. Trial Court has not bothered to take into consideration and passed the erroneous judgment and decree which is liable to be set aside.

J. Because as per the affidavit of evidence of PW-3 Bipin Kumar, he relied upon a copy of Adhar Card which is exhibited as PW-3/1, and copy of rent agreement dated 03.07.2019 is exhibited as Ex. PW-3/3, and as per the affidavit of evidence of PW-3 he allegedly stated in para 2 of his affidavit that "the deponent is having the tenanted shop since 2012 and he has been told by the defendant himself as his tenancy is old since 1976 that is why the rate of rent is around Rs. 2430/-p.m. in the year 2015 the last rent which was paid by the defendant in my presence in June 2016 was Rs. 3000/- to the plaintiff." The PW-3 is trying to say in his affidavit that he is tenant since 2012 in the same locality but as per his rent agreement 03.07.2019 which is exhibited dated as Ex. PW-3/3 and its earlier rent agreement dated 15.06.2018 which is exhibited as Ex.PW-4/1, wherein it is

categorically been mentioned that the PW-3 has taken the shop from its landlord only on 01.04.2018 then how he can asserted in his affidavit that he is a tenant since 2012 and another affidavit as stated above he has clearly the PW-3 has stated that he is tenant from last five years these major contradiction have also been ignored by the Ld. Trial Court as well as PW-4 has also stated on the similar lines and the major contradiction also came in their evidences, as such the judgment and decree passed by the Ld. Trial Court is liable to be set aside.

K. Because the Ld. Trial Court has completely ignored the affidavit of evidence of PW-4 Anil Kumar, the said affidavit was sworn by the PW-4 on has 11.09.2024 wherein he categorically stated that he is a tenant in a nearby shop of the shop in question from last five years that means from the year 2018-19, then how the said witness could depose that the appellant has paid the rent in his presence to the respondent/plaintiff in the year 2016 at the rate of Rs. 3,000/- p.m. in these circumstances the Ld. Trial Court has completely failed to consider the major contradictions even in their own affidavits and documents and the Ld. Trial Court despite these irregularities, contradictions and created documents has believed the oral testimonies of the PW-3 and PW-4. It is relevant to mentioned over here that the respondent/plaintiff has completely silent when he has

issued the legal notice to the appellant/defendant in the year 2017 and thereafter when the respondent/plaintiff filed a bonafide petition under section 14 (1) (e) before Ms. Harleen Singh, Rent Controller, East and even the plaint filed by the respondent/plaintiff before the Ld. Trial Court. It is clearly been established on record that the PW-3 and PW-4 as well as their documents of tenancy in the nearby shops have been created only after filing of the case by the respondent/plaintiff. It is further submitted that the PW-4 Anil Kumar is the relative of the respondent/plaintiff as their address is same as of the plaintiff. It is further submitted that the Anil Kumar is also attesting one of the witness of the created partitioned deed that shows the witnesses i.e. PW-3 and PW-4 cited by the plaintiff are the interested witnesses and they have deposed as per the direction of the respondent/plaintiff. Hence their evidences cannot be look into and therefore, the Ld. Trial Court has based her entire judgment and decree on the basis of the bald statements of the respondent/plaintiff and his planted witnesses and therefore the judgment and decree passed by the Ld. Trial Court is liable to be set aside.

L. Because the Ld. Trial Court has completely failed to appreciate that the respondent/plaintiff has to stand on his own legs and the onus is always upon the respondent/plaintiff to prove the onus of landlord tenant

relationship but in this case in hand the Ld. Trial Court has wrongly held in para 17 of the judgment that there is no material contradictions in the cross examination of the PWs and from a third person it cannot be reasonably expected that he should remember each and every fact of the plaintiff case, and in contrary to this their affidavits filed record are self-contradictory and it could not be presumed from any corner that the PW-3 and PW-4 were not named whisper in the entire plaint or notice therefore, their evidences were completely discarded by the Ld. Trial Court, but the Ld. Trial Court has taken their evidences as gospel truth, hence the judgment and decree is liable to be set aside.

M. Because the Ld. Trial Court has also not taken into consideration the notice which is exhibited as Ex. PW-1/A and the contents of the plaint wherein the respondent/plaintiff has categorically stated that the shop in question is situated in Khasra No. 202/2, but in his cross examination the PW-1/plaintiff has clearly stated that he is owner of land falls under Khasra No. 202/3, respondent/plaintiff is also stated in his cross examination that he cannot produce any document since the year 1975 to 2006 any documents and evidences that the father of the appellant has ever paid rent to the father of the respondent/plaintiff, despite this fact, the Ld. Trial Court has passed the erroneous Judgment and decree. It is also

necessary mention over here that the PW-1/Plaintiff has clearly stated in his cross examination the rate of rent was Rs. 3,000 p.m. in the year 2006, and in contrary to this the real elder brother i.e. Rajender Kuamr Son of Late Sh. Harkesh Sharma of the respondent/plaintiff has filed his affidavit dated 11.02.2019 wherein para 2 he has stated the rate of rent in the year 2006 when his father Late Sh. Harkesh died was Rs. 923/-p.m. the Ld. Trial Court has over sighted this major contradiction and has unwarranted believed on the affidavits of PW-3 and PW-4, therefore, the Judgment and decree passed by the Ld. Trial Court is liable to be set aside.

N. Because Ld. Trial Court has also failed to consider the testimony of PW-2 wherein he has on of placed record the certified copy Khatauni pertaining to Khasra No. 202/2, which is exhibited as Ex. PW-2/A. the Ld. Trial Court has not even bothered to see document which is exhibit as Ex. PW-2/A, the said document shows that the Khasra No. 202/2, is not mentioned in the entire document and the land bearing in Khasra No. 231,232,234,427,430,431 is belongs to one Bhoja Son of Bulaki Caste schedule caste jatiya, that shows the respondent/plaintiff tried his level best to show that the shop in question situated in Khasra No. 202/2, though the respondent/plaintiff already admitted that he is owner of Khasra No. 202/3, and despite this fact, the Ld.

Trial Court has passed the erroneous, baseless judgment and decree against the appellant/defendant, therefore, the judgment and decree is liable to be set aside.

O. Because the Ld. Trial Court has also failed to take into consideration that the appellant/defendant has already place on record an order dated 24.04.1989 passed by court of Sh. Anshu Prakash, Revenue Assistant. Shahdara, Delhi, in a case No. 163/RA the land bearing Khasra No. 202/2, 2 Bigha 3 Biswa was already directed to be merge wasted in Gram Sabha, and despite the said record the Ld. Trial Court has passed the erroneous order against the appellant/defendant.

Prayer:-

It is, therefore, most respectfully prayed that this Hon'ble Court may be pleased to allow the present appeal and consequently set aside the impugned judgment dated 20.02.2026 and decree dated 28.02.2026 passed by Dr. Saema Jain, Ld. JSCC-cum-ASCJ (East), Karkardooma Courts, Delhi, in Civil Suit No. 869/2018 titled *Bijender Vs. Kaptan & Ors.*, and dismiss the suit of the respondent/plaintiff; award costs of the proceedings throughout in favour of the appellants; and pass such other or further order(s) as this Hon'ble Court may deem fit, proper, just and expedient in the facts and circumstances of the case and in the interest of justice.

4. **Reply By The Respondent:-**

No reply to the present appeal has been filed on behalf of the respondent.

5. **Argument of the Appellant:-**

Ld. Counsel for the appellant advanced arguments in support of the appeal and reiterated the contents thereof, including all the grounds urged therein. It was also contended that the documents placed on record by the appellants clearly demonstrate that the plaintiff is not the owner of the suit property. Ld. Counsel further submitted that the plaintiff failed to prove the commencement and continuance of tenancy as well as the payment of rent. It was argued that the impugned judgment passed by the Ld. Trial Court is erroneous, contrary to the material available on record, and has been rendered without due appreciation of the evidence. Ld. Counsel also submitted that although Rajender was not examined as a witness, his affidavit forming part of the record can nevertheless be looked into for the limited purpose of highlighting contradictions in the case of the plaintiff. On these grounds, it was prayed that the impugned judgment and decree passed by the Ld. Trial Court be set aside.

6. **Argument of the Respondent:-**

Ld. Counsel for the respondent opposed the appeal and submitted that the same is not maintainable. Referring to Ground 'N' of the memorandum of appeal, he contended that the appellants have misrepresented the record, as the second page of Ex. PW-2/A clearly mentions the name of the owner of the property as Bhoja S/o Inder and specifically records Khasra No. 202/2. He further submitted, with reference to Ground 'J' of the appeal, that the appellants have again misrepresented the facts before the Court. It was argued that although certain particulars may not have been correctly mentioned in the legal notice, the plaintiff's case cannot be rejected solely on that basis. In support of this contention, he referred to the maxim *falsus in uno, falsus in omnibus*. Ld. Counsel further submitted that the site plan filed by the plaintiff was never disputed at any stage of the proceedings. He emphasized that the primary issue in the suit was the existence of a landlord-tenant relationship and not the question of ownership. It was argued that even assuming that ownership was not conclusively proved, the defendants were nevertheless required to establish that no landlord-tenant relationship existed between the parties. He further submitted that, in view of Issue No. 5 framed by the Ld. Trial Court, the burden of proving the non-existence of such relationship was upon the defendants. Ld. Counsel also

pointed out that the defendants had taken mutually contradictory stands regarding ownership of the suit property, inasmuch as the written statement stated at one place that the land belonged to the Gram Sabha, while in another paragraph it was claimed that the defendant had acquired ownership by adverse possession. Further, in his evidence by way of affidavit, the defendant stated that he had inherited the property from his forefathers. It was also submitted that the year of commencement of tenancy, namely 1975–1976, had been disclosed during the cross-examination of PW-1/plaintiff. Ld. Counsel further informed the Court that Rajender, the brother of the plaintiff, had expired on 13.07.2019 and, therefore, could not be examined as a witness. On these grounds, he prayed for dismissal of the appeal.

7. **Consideration of Arguments and Record:-**

I have heard the learned counsel for both parties, carefully perused the record, and considered the relevant legal precedents and judicial pronouncements applicable to the present case.

8. **Point To Be Determined In Present Appeal:-**

From the entire appeal of the defendant and the arguments of the both parties, the most germane point that comes to the

consideration of the court are,

- a) Whether the impugned judgment and decree dated 20.02.2026 and 28.02.2026 respectively is contrary to the facts and evidence on record?
- b) Whether impugned judgment and decree dated 20.02.2026 and 28.02.2026 respectively is not tenable in law and warrants any interference by this court?

9. Findings of This Court and Analysis of the Trial Court's Judgment and Order:-

The principal issue and the core bone of contention between the parties is whether a relationship of landlord and tenant existed between the plaintiff and the defendant.

The case of the plaintiff is that the suit property was originally let out by his father to the father of the defendant. It is further the plaintiff's case that, upon the death of the defendant's father and thereafter the death of the plaintiff's father, the plaintiff stepped into the shoes of the landlord and the defendant continued in possession as a tenant. The plaintiff has also averred in the plaint that the defendant paid rent to him till 30.07.2016 at the rate of Rs.3,000/- per month.

A careful perusal of the plaint and the evidentiary affidavit

of the plaintiff/PW-1 reveals that neither the date nor the period of commencement of the alleged tenancy has been disclosed. No particulars whatsoever regarding the creation of tenancy have been furnished. In his cross-examination, PW-1/plaintiff stated that the land in question (though admittedly the subject matter of the present litigation is a shop) had been given by his father to Mr. Rehman, the father of the defendant, in the year 1975-1976. However, the plaintiff himself admitted in his cross-examination that he was born on 01.07.1974. In these circumstances, it is difficult to conceive that the plaintiff had any personal knowledge of, or had witnessed, the creation of the alleged tenancy. Consequently, the factum of creation or commencement of tenancy remains unproved through his testimony.

The Court has also examined the Aadhaar Cards of the brothers of the plaintiff appended with the Partition Deed Ex. PW-1/B. From the said documents, it appears that only Rajinder Kumar, the eldest brother of the plaintiff, and another brother, namely Shyamlal Sharma, whose years of birth are reflected as 1954 and 1959 respectively, could reasonably have had personal knowledge regarding the alleged creation of tenancy. Significantly, neither of them has been examined as a witness. In fact, none of the brothers or sisters of the plaintiff have been examined either to prove

the creation of tenancy or its continuance over the years.

During the course of arguments, it was submitted that Rajinder Kumar had expired in July, 2019 and, therefore, could not be examined. Even if the said explanation is accepted, the remaining siblings and co-sharers were available and could have been examined. The death of the plaintiff's father admittedly occurred in the year 2006. Therefore, even if the remaining siblings were not in a position to depose regarding the commencement of tenancy, they could certainly have deposed regarding its continuance between the father of the plaintiff and the father of the defendant and/or the existence of a landlord-tenant relationship between the plaintiff and the defendant thereafter.

The pleadings contain only a bald and general averment that a tenancy was created between the father of the plaintiff and the father of the defendant and that the same continued for several decades. However, not a single document has been produced to establish either the creation or continuance of such tenancy. Likewise, no independent witness having direct knowledge of the alleged transaction has been examined. Even otherwise, there is no reliable and cogent evidence on record to establish the existence of a tenancy between the plaintiff and the defendant at any point of time. So far as the testimonies of PW-3 and PW-4 are concerned,

the same do not inspire confidence and cannot be safely relied upon when examined in the light of the entire record. The contents of evidentiary affidavit Ex. PW-3/A, tendered as examination-in-chief by PW-3 Sh. Bipin Kumar, and evidentiary affidavit Ex. PW-4/A, tendered as examination-in-chief by PW-4 Sh. Anil Kumar, are reproduced hereinafter for ready reference:

The contents of evidential affidavit Ex. PW-3/A are that:

- “1. That deponent is the tenant near shop of tenanted shop and paying rate of rent Rs.8,000/- P.M in 2018/2019 at present same is Rs.9,000/-.
2. That deponent is aware of the fact through parties as well as from other tenant in locality that the tenanted shop in question was constructed back in the year 1970 by the forefather of the plaintiff and the plaintiff are the absolute owner of the property as I had seen there Khatoni in the revenue records. The deponent is having the tenanted shop since 2012 and he has been told by the defendant himself as his tenancy is old since 1976 that's why the rate of rent is around Rs.2430/- p.m. in the year 2015. The last rent which was paid by defendant in my presence in June 2016 was Rs.3000/- to the plaintiff.
3. That the contents of this affidavit have been drafted by the counsel on my instructions, which are also read over to me in my vernacular language and the same are true and correct to my knowledge.
4. That the copy of my Adhar Card is Ex.CW-3/1, That the copy of Election Card is Ex.CW-3/2, The copy of my rent agreement is Ex.CW-3/3.”

The contents of the evidential affidavit Ex. PW-4/A are that:

- “ 1. That deponent was the tenant near shop of tenanted shop and paying rate of rent Rs.5,800/- P.M in 2018/2019.

2. That deponent is aware of the fact through parties as well as from other tenant in locality that the tenanted shop in question was constructed back in the year 1970 by the forefather of the plaintiff and the plaintiff are the absolute owner of the property as I had seen there Khatoni in the revenue records. The deponent was having is having the tenanted shop since last 5 years and he has been told by the defendant himself as his tenancy is old since 1976 that's why the rate of rent is around Rs.2.430/- p.m. in the year 2015. The last rent which was paid by defendant in my presence in June 2016 was Rs.3000/- to the plaintiff.
3. That the contents of this affidavit have been drafted by the counsel on my instructions, which are also read over to me in my vernacular language and the same are true and correct to my knowledge.
4. That the copy of my Adhar Card Ex.CW-4/1(OSR), That the copy of Water bill is Ex.CW-4/2, The copy of my rent agreement is Ex.CW-4/3(Colly).”

A perusal of the affidavits by way of evidence of both witnesses reveals that they have categorically stated that their knowledge regarding the construction of the shop and the year of commencement of the alleged tenancy was derived from the defendant himself as well as from certain persons residing in the locality. However, these assertions are wholly bald and lacking in material particulars. Neither witness has disclosed when, where, or under what circumstances the defendant allegedly conveyed such information to them. Likewise, no particulars or identities of the other persons from whom they purportedly acquired such knowledge have been furnished. The information derived

from third persons cannot be treated as substantive evidence, being hearsay in nature.

Both PW-3 and PW-4 have also stated that the last rent paid by the defendant in their presence was Rs.3,000/- and that such payment was made in June, 2016. However, this part of their testimony also does not inspire confidence when tested against the pleadings and other evidence on record.

It is noteworthy that neither the plaint nor the evidentiary affidavit of the plaintiff/PW-1 specifies the date or even the month when the last payment of rent was allegedly made. In paragraph 5 of the plaint, the plaintiff has merely averred that rent at the rate of Rs.3,000/- per month had been paid up to 30.07.2016. Similarly, no specific averment has been made in the examination-in-chief of PW-1 that the last payment of rent was made in June, 2016. In these circumstances, the statements of PW-3 and PW-4 introducing a new factual assertion regarding payment of rent in June, 2016 travel beyond the pleadings and the case set up by the plaintiff. It is a settled principle that what has not been pleaded cannot ordinarily be permitted to be proved through evidence.

Significantly, no explanation has been furnished as to why the plaintiff omitted to mention either in the plaint or in his evidentiary affidavit that the last payment of rent had allegedly been made in June, 2016. Equally unexplained is

the inconsistency arising from the plaintiff's own pleading that rent had been paid up to 30.07.2016. If rent had indeed been paid only in June, 2016, it remains unclear as to how rent for the month of July, 2016 could be said to have been paid up to 30.07.2016. There is no pleading or evidence suggesting that any rent had been paid in advance. Neither PW-3 nor PW-4 has disclosed the exact date in June, 2016 on which the alleged payment was made. Furthermore, neither witness has clarified as to the particular month for which such rent was allegedly paid. These omissions assume significance in the facts and circumstances of the case and cast serious doubt on the reliability of their version.

In his examination-in-chief, PW-3 Bipin Kumar described himself as a tenant occupying a shop adjacent to the shop in question. He further stated that he was paying rent at the rate of Rs.8,000/- per month during the years 2018-2019 and that at the time of his deposition he was paying rent at the rate of Rs.9,000/- per month. However, the affidavit is completely silent as to whether he was occupying any adjoining shop in June, 2016, when the alleged payment of rent by the defendant is stated to have taken place in his presence.

The plaintiff has placed on record two rent agreements to show that Bipin Kumar was a tenant in nearby premises. However, neither of those rent agreements pertains to, nor covers, the period of June, 2016. No explanation has been

offered as to why no rent agreement or any other contemporaneous document relating to June, 2016 was produced. Equally, no independent evidence has been led to establish his presence as a tenant in the vicinity during the relevant period.

The same infirmities are found in the testimony of PW-4 Anil Kumar. Although he has deposed regarding the alleged payment of rent by the defendant in June, 2016, no material has been brought on record to establish that he was a tenant in any nearby premises during the relevant period. In his evidentiary affidavit, reference has been made only to the years 2018-2019, and the rent agreements relied upon by him also pertain to those years. Thus, as in the case of PW-3 Bipin Kumar, there is no documentary or other reliable evidence to demonstrate that PW-4 was present in the vicinity of the suit property in June, 2016 so as to have personally witnessed the alleged payment of rent by the defendant to the plaintiff.

It is pertinent to note that in his evidentiary affidavit dated 11.09.2024 (Ex. PW-4/A), tendered as his examination-in-chief, Anil Kumar stated that he had been occupying the tenanted premises for the preceding five years. However, the record further reveals that an earlier affidavit of Anil Kumar had been filed by the plaintiff during the course of trial on 15.02.2019 and the same was taken on record vide order

dated 25.09.2019. In the said affidavit also, Anil Kumar stated that he had been occupying the tenanted shop for the last five years.

This gives rise to a glaring and irreconcilable contradiction. If Anil Kumar had been a tenant for the last five years as on February, 2019, then his tenancy would have commenced around the year 2014. On the other hand, if he had been a tenant for the last five years as on September, 2024, then his tenancy would have commenced around the year 2019. Both statements cannot simultaneously be true. The contradiction strikes at the root of his credibility and materially affects the reliability of his testimony. No explanation whatsoever has been offered for this inconsistency.

Both witnesses have further stated that they had seen the Khatauni revenue records and had gathered information therefrom. However, it is difficult to comprehend how a Khatauni record, which primarily records revenue and ownership-related entries, could disclose the year of construction of a particular shop. No such entry from the Khatauni has been brought on record to substantiate their assertions. This circumstance further weakens the evidentiary value of their statements.

There are also material contradictions between the examination-in-chief of PW-3 and PW-4 on the one hand and the cross-examination of the plaintiff/PW-1 on the other.

PW-3 and PW-4 have both stated that the defendant himself told them that the rate of rent was approximately Rs.2,430/- per month in the year 2015. In contrast, the plaintiff/PW-1 categorically stated in his cross-examination that he started receiving rent from the defendant in the year 2006 and that the rate of rent at that time was Rs.3,000/- per month.

The two versions are wholly inconsistent with each other. If the rent was Rs.3,000/- per month in the year 2006, as stated by the plaintiff himself, it is difficult to understand how the rent could have reduced to approximately Rs.2,430/- per month in the year 2015. Ordinarily, rents tend to increase with the passage of time and not decrease. There is neither any pleading nor any evidence on record suggesting that the rent was ever reduced. On the contrary, the plaintiff/PW-1 himself has stated in his cross-examination that the rent had gradually increased over the years.

The plaintiff/PW-1 further stated in his cross-examination that the rent of the suit premises remained Rs.3,000/- per month from the year 2006 onwards and was never increased thereafter. This assertion also appears highly improbable. According to the plaintiff's own version, the tenancy commenced in the years 1975-1976 at a rent of approximately Rs.40-50/- per month and the rent gradually increased over time until it reached Rs.3,000/- per month by the year 2006. If that be so, it is difficult to believe that for a

period of approximately ten years thereafter, i.e., from 2006 till 30.07.2016, there was not even a single enhancement in rent. The said assertion appears contrary to the ordinary course of human conduct and business practice.

Significantly, the plaintiff/PW-1 also expressed complete ignorance regarding the manner and stages through which the rent allegedly increased to Rs.3,000/- per month. The relevant portion of his cross-examination is reproduced below:

“..... I cannot tell as to as and when and at what rate, the rent was increased till it reached Rs. 3000/-.”

The aforesaid statement of the plaintiff (PW-1) further undermines his case and lends support to the conclusion that the alleged tenancy never existed between the parties. If the plaintiff himself is unable to disclose when and in what manner the rent gradually increased and ultimately reached Rs.3,000/- per month, it becomes difficult to accept his version regarding the existence and continuity of the alleged tenancy, particularly when the tenancy is stated to have originated several decades ago.

It is the specific case of the plaintiff, as set out both in the plaint and in the evidentiary affidavit of PW-1, that the defendant paid rent up to 30.07.2016 and that, despite repeated requests thereafter, neither the current rent nor the arrears of rent were paid by the defendant. It is further

averred that a legal notice was subsequently issued to the defendant. However, a closer scrutiny of the record reveals material inconsistencies in this regard.

In the plaint as well as in the evidentiary affidavit of PW-1, it has been stated that the legal notice was sent on 05.06.2017. The legal notice exhibited as Ex. PW-1/A also bears the date 05.06.2017. However, during his cross-examination, the plaintiff/PW-1 merely stated that the notice had been sent to the defendant in the year 2016. This statement is clearly at variance with both the pleadings and the documentary evidence relied upon by the plaintiff himself. No explanation has been furnished for this discrepancy.

Another circumstance which assumes significance is the considerable time gap between the alleged default and the issuance of the legal notice. According to the plaintiff's own case, rent was paid only up to 30.07.2016 and no payment was made thereafter. Thus, the period between 01.08.2016 and 05.06.2017 spans approximately ten months. The plaintiff has failed to explain why, despite the alleged non-payment of rent and despite claiming to have repeatedly demanded rent from the defendant, no legal action was initiated for such a prolonged period.

The pleadings contain only a bald and general averment that the plaintiff repeatedly requested the defendant to pay the

rent and clear the arrears. However, no particulars whatsoever have been furnished regarding the dates, occasions, mode, or circumstances of such alleged demands. No independent witness has been examined to corroborate these assertions, nor has any documentary material been produced to demonstrate that any demand for payment was in fact made during the said period.

The matter assumes further significance in view of the statement made by the plaintiff/PW-1 during his cross-examination that the defendant had refused to vacate the suit property in the year 2016 itself. If the defendant had allegedly refused to vacate the premises in 2016 and had also allegedly stopped paying rent after July, 2016, it remains unexplained why the plaintiff remained inactive for several months before issuing the legal notice dated 05.06.2017.

The aforesaid contradictions and inconsistencies in the evidence on record reinforce the inference that neither a tenancy nor a landlord-tenant relationship ever existed between the parties at any point of time.

The plaintiff has placed reliance upon document Ex. PW-2/A. A perusal of the second page of the said document reveals that against Khata Khatauni No. 99/100, one Sh. Bhoja S/o Sh. Inder is recorded as Bhumidhar/Khatedar since the year 1954-1955. Several khasra numbers are mentioned against the said Khata Khatauni, including

Khasra No. 202/2 Min measuring 2 bighas and 3 biswas. In the remarks column, there is a reference to a decision in Case No. M/403/81 dated 20.03.1982. The said remark appears to record inheritance of the rights of Bhoja S/o Inder in favour of certain persons, namely Kishan and Sunil (though the name "Sunil" is not entirely legible and is referred to as such only for the purpose of discussion), both sons of Chandan, who allegedly received one-half share, while the remaining one-half share is shown in favour of Harikesh and Prem Raj, both sons of Gurgal.

At the outset, it cannot be presumed that the aforesaid remark specifically pertains to Khasra No. 202/2 Min alone. The remark appears against the entire Khata Khatauni No. 99/100. Therefore, the possibility that the remark relates to one or more of the other khasra numbers mentioned therein cannot be ruled out. In such circumstances, the underlying order/mutation proceedings/other document referred to in the remarks column ought to have been produced on record. In the absence thereof, the precise scope and effect of the said remark cannot be conclusively determined.

Secondly, the remark is stated to have been entered pursuant to an order dated 20.03.1982. However, according to the plaintiff/PW-1, the suit property had already been let out by his father to Rehman, the father of the defendant, in the years 1975-1976. Significantly, during his cross-

examination, PW-1 admitted that he was unable to state when the transfer of rights in the property had actually taken place. Thus, the plaintiff's own testimony does not assist the Court in reconciling the alleged tenancy created in 1975-1976 with the revenue entries and inheritance reflected in the record of the year 1982.

The plaintiff has further asserted that he has been collecting rent from the defendant since the death of his father in the year 2006. However, no documentary evidence whatsoever has been brought on record to establish the receipt or collection of rent at any point of time. No rent receipt, rent register, acknowledgment, account statement, or any contemporaneous document has been produced. As already discussed, the testimonies of PW-3 and PW-4 do not inspire confidence and cannot be treated as reliable proof of payment of rent. Consequently, the plaintiff's assertion that he had been collecting rent since 2006 remains a bald allegation unsupported by credible evidence.

Even otherwise, it remains unexplained as to why the plaintiff alone was allegedly collecting rent after the death of his father. No evidence has been led to show that the other legal heirs had authorized him to collect rent on their behalf. None of the siblings of the plaintiff have entered the witness box to support the plaintiff's claim or to establish that he was exclusively authorized to act as landlord vis-à-vis the suit

property.

Another important aspect concerns the alleged partition among the legal heirs. No date of partition has been disclosed in the plaint. The plaintiff has relied upon a Partition Deed dated 05.09.2018, whereas the present suit was instituted on 07.09.2018. Even in the said Partition Deed, there is no mention as to when the partition actually took place. The document merely records that the parties had already effected an oral settlement amongst themselves. During his cross-examination, PW-1 stated that the partition took place in the year 2018.

This aspect assumes significance because the plaintiff had admittedly initiated proceedings before the Delhi Rent Control authority in the year 2017. If the partition amongst the co-sharers had taken place only in 2018, it is not clear on what basis the plaintiff alone had asserted exclusive rights over the suit property in the earlier proceedings. The record does not explain how the plaintiff or his children could claim exclusive entitlement to the shop in question in the absence of a completed partition, particularly when it is not disputed that the plaintiff and his brothers constitute six siblings and are co-heirs of the estate left by their father.

There is neither any pleading nor any evidence regarding authorization by the other co-sharers permitting the plaintiff either to collect rent on their behalf or to institute

proceedings exclusively in relation to the suit property. The absence of such evidence assumes importance in view of the plaintiff's own case that the property originally belonged to his father and devolved upon multiple legal heirs.

Further contradictions emerge from the legal notice dated 05.06.2017 (Ex. PW-1/A). In the said notice, it is stated that the plaintiff himself had let out the shop to Sh. Raham (father of the defendant). However, in the present suit, the consistent case of the plaintiff is that the shop had been let out by his father to the father of the defendant. Thus, the stand taken in the legal notice is materially inconsistent with the stand taken in the plaint and evidence.

The discrepancy does not end there. In the legal notice, the dimensions of the shop are stated to be 8``.6` × 8``.6`, whereas in the present suit the dimensions of the suit property have been described as 8`` × 29``.2`. The difference is substantial and materially affects the total area of the property. Furthermore, even the khasra number has not been correctly mentioned in the legal notice.

It is true that the maxim *falsus in uno, falsus in omnibus* is not generally applicable in India and that a witness cannot be discarded in toto merely because a part of his testimony is found to be incorrect. However, in the facts and circumstances of the present case, the aforesaid discrepancies are not minor or peripheral. Rather, they relate

to fundamental aspects of the plaintiff's case, namely the identity of the landlord, the description of the property, and the source of title. These contradictions go to the root of the matter and cannot be brushed aside as insignificant errors or mere inaccuracies.

The area of Khasra No. 202/2 has been shown as 2 bighas and 2 biswas and, as per the remark contained in Ex. PW-2/A, rights in the said property appear to have devolved upon several persons, including the father of the plaintiff. However, there is no material on record explaining how the specific shop in question came to fall exclusively within the share of the plaintiff's father when the property was apparently inherited by multiple bhumidhars/khatedars. Likewise, the site plans depict certain streets/galis, yet there is no explanation as to from whose share or portion such streets or passages came into existence.

The inconsistencies become more pronounced when the testimony of PW-1 is compared with the revenue documents. During his cross-examination, PW-1 stated that the land was transferred from Bhoja to Kishori, Prem Raj, and Harkesh. However, the remark contained in Ex. PW-2/A does not fully support this version, as the names of the inheritors reflected therein are not identical to those mentioned by PW-1. Thus, even the plaintiff's own understanding of the chain of title does not appear to be in consonance with the revenue

records relied upon by him.

Interestingly, the plaintiff also filed a copy of Form No. 5 on record, but for reasons best known to him, the same was never formally tendered in evidence. The said document bears the date 23.09.1975 and records mutation of 2 bighas and 3 biswas comprised in Khewat No. 202/2 from Bhoja S/o Inder in favour of Harkesh and Kishan Lal (sons of Gurgal) and Gopi Chand, Roop Chand, Hem Chand, Ishwar Chand, Jai Chand, Daya Chand, Om Chand, and Chanderpal (sons of Kishori Lal).

Assuming that the said document pertains to the same parcel of land, since it records the same area of 2 bighas and 3 biswas standing in the name of Bhoja S/o Inder, it presents an altogether different picture regarding the devolution of rights. The names of the transferees or inheritors reflected in Form No. 5 do not correspond with those appearing in Ex. PW-2/A. Nor do they fully correspond with the names disclosed by PW-1 in his cross-examination. Consequently, the plaintiff's own documents create uncertainty rather than clarity regarding the chain of title.

Another significant anomaly arises from the dates of the two documents. Form No. 5 is stated to have been issued in the year 1975, whereas Ex. PW-2/A records inheritance pursuant to an order dated 20.03.1982. If the rights in the property had already been mutated in favour of various

beneficiaries, including Harkesh, as early as 1975, it is not explained how a subsequent order dated 20.03.1982 again records inheritance or mutation with respect to the same property.

In view of the foregoing discussion, it is not possible to draw any firm inference regarding ownership of the shop in question in favour of the plaintiff. Although ownership is not the direct issue requiring adjudication in the present proceedings, the evidence regarding title assumes relevance for the limited purpose of corroborating the plaintiff's claim of tenancy and landlordship. Even for that limited purpose, the evidence falls short of the required standard.

The plaintiff has also relied upon an electricity bill exhibited as Ex. PW-1/F. However, a perusal of the said document shows that it pertains to "KH 202, 8, IV Floor, Main Market." It is not apparent from the record how the said bill relates to the suit shop. No evidence has been adduced to establish any nexus between the premises mentioned in the electricity bill and the property which forms the subject matter of the present litigation. Consequently, the evidentiary value of the said document remains doubtful.

Having regard to the foregoing discussion, this Court is of the considered opinion that the defendant has succeeded in establishing, even solely on the basis of the evidence adduced by the plaintiff, on the touchstone of preponderance

of probabilities, that neither a tenancy nor a relationship of landlord and tenant ever existed between the parties.

It is true that the defendant has failed to establish any proprietary right in the suit property. However, that circumstance does not advance the plaintiff's case regarding the existence of tenancy. Although the burden lay upon the defendant to prove the plea of non-existence of tenancy, the defendant has been able to discharge the said burden from the evidence led by the plaintiff himself.

The testimony of the plaintiff and his witnesses is replete with deficiencies, inconsistencies, contradictions and omissions which strike at the very root of the plaintiff's case. The circumstances emerging from the plaintiff's own evidence create serious doubt regarding the alleged tenancy and, when considered cumulatively, clearly outweigh any weakness in the defence case and lend substantial support to the defendant's plea that no tenancy or relationship of landlord and tenant ever existed between the parties.

Accordingly, upon an independent appraisal of the entire evidence on record, this Court is satisfied that the defendant has successfully proved that no tenancy or landlord-tenant relationship existed between the parties.

The judgment of the learned Trial Court does not withstand judicial scrutiny. The evidence on record has not been properly appreciated and material aspects of the evidence

appear to have been overlooked or misread. Consequently, the findings recorded by the learned Trial Court cannot be sustained. The impugned judgment is therefore found to be erroneous and liable to be set aside.

For the aforesaid reasons, the impugned judgment and decree of the learned Trial Court are set aside. Consequently, the suit filed by the plaintiff stands dismissed.

10. **Conclusion:-**

I have carefully examined the impugned judgment and decree, the pleadings of the parties, the oral and documentary evidence on record, and the findings returned by the learned Trial Court. Upon an independent re-appreciation of the entire material available on record, this Court is unable to concur with the conclusions arrived at by the learned Trial Court.

Accordingly, the appeal is allowed. The impugned judgment and decree passed by the learned Trial Court are hereby set aside. Consequently, the suit filed by the plaintiff stands dismissed.

11. Let a copy of this judgment be transmitted to the learned Trial Court along with the Trial Court Record for information and necessary compliance.

12. Decree sheet be drawn up in accordance with the terms of this judgment.

13. The Trial Court Record be returned forthwith. After due compliance, the appeal file be consigned to the Record Room.

**Pronounced in the open court
on 08th, June, 2026**

**(Vikas Garg)
DJ-05/East/KKD
Delhi/08.06.2026**