

**IN THE COURT OF AASHISH GUPTA, DISTRICT JUDGE-01,
NORTH-EAST DISTRICT, KARKARDOOMA COURTS, DELHI**

In the matter of

CS No. 111/21

CNR No. DLNE010016702021

Mr. Satya Pal Singh,
Son of Late Sh. Hari Ram,
R/o- H. No. T-235,
Gali No.-3,
Gautampuri,
Delhi-110053.

.....Plaintiff

Versus

Mr. Narender Negi,
S/o Sh. J.S. Negi
R/o K-2/6, Gali No. 6,
Gangotri Vihar,
West Ghonda,
Delhi-110053

.....Defendant

Date of institution : 05.04.2021

Reserved on : 04.05.2026

Date of Decision : 18.05.2026

JUDGMENT

Brief Facts:

1. Plaintiff is stated to have had friendly relations with defendant for over two decades. Plaintiff claims that he had purchased the property described in schedule below from wife of defendant namely Usha Negi for a sum of Rs. 3 lac vide registered GPA, an

agreement to sell, Will, possession letter, receipt all dated 09.03.2004.

Schedule of property

K-2/6, area measuring 50 sq. yards, out of Khasra No.568, in the area of Village Ghonda Gujran Khadar, built up to three story, situated in the abadi of Gali No. 6, Gangotri Vihar, West Ghonda, Delhi-110053 (hereinafter referred to as '**suit property**' and more specifically shown in red colour in site plan attached with the plaint).

2. Plaintiff claims that he duly paid the sale consideration to the wife of defendant and he took the vacant and physical possession of the suit property from the wife of defendant.
3. As per plaintiff, eventually, on 01.08.2017, defendant and his wife requested the plaintiff to let out the same property on rent and plaintiff acceded to the said request. Thus, a registered rent agreement dated 09.08.2017 for a period of three years (hereinafter referred to as '**rent agreement-1**') was entered between plaintiff and defendant and the same was got registered with the office of Sub Registrar-IV, Delhi vide registration No. 1198 in book No. 1, Vol. No. 4842 on pages 164 to 167 dated 01.08.2017 at a monthly rent of Rs. 15000/-.
4. As per plaintiff, defendant regularly paid the agreed rent till 01.08.2020.

5. Eventually, on 23.07.2020 another registered rent agreement was also entered between plaintiff and defendant at the same rent of Rs.1500/- per month. This rent agreement is hereinafter referred to as '**rent agreement-2**'. The said rent agreement is stated to have been for a period of 11 months.
6. Plaintiff claims that thereafter defendant defaulted in payment of rent and has not paid any rent w.e.f. 01.08.2020 despite repeated requests and demands. Thus, as per plaintiff, defendant is in arrears of rent w.e.f August 2020 to January 2021.
7. Plaintiff claims that he terminated the rent agreement-2 of defendant vide a legal notice dated 28.01.2021. Plaintiff claims that defendant is also in arrears of electricity and water bills.
8. Thus, plaintiff is before this Court seeking possession of suit property from defendant; arrears of rent w.e.f. 01.08.2020 till 31.01.2021 amounting to Rs.90,000/-; mesne profit/occupation charges of Rs. 40,000/- for the period w.e.f 01.02.2021 till 31.03.2021; recovery of Rs. 3250/- towards interest @ 15% per annum; and electricity and water charges of Rs. 1,33,250/-.

Case of the defendant:

9. Defendant filed his written statement resisting the suit of plaintiff. He avers that the original owner of the suit property was Usha Negi. It appears from the pleadings that defendant does not dispute that his

wife executed the documents dated 09.03.2004 described in para 1 above in favour of plaintiff. But, as per defendant, the possession of the property was never given to plaintiff in 2004. Defendant claims that eventually, plaintiff sold back the suit property to the wife of defendant vide GPA, agreement to sell, receipt etc. all dated 28.05.2010 and thus, his wife is the owner and in possession of the suit property.

10. As per him, he never entered any rent agreement with plaintiff. Defendant claims that the rent agreements are false and forged document and he had never signed the same.
11. Defendant avers that the suit is bad for non-joinder of parties as his wife Usha Negi, who is the actual owner of suit property, is not made a party to this suit.
12. On the aforesaid grounds, he prays for dismissal of the suit.

Issues framed:

13. After completion of pleadings, following issues were framed in the matter vide order dated 16.11.2023.

S.No.	Issues framed
1.	<i>Whether the plaintiff is entitled for decree of recovery of possession of the suit property bearing no. K-2/6, area measuring 50 sq. yds (41.80 sq. mtrs) out of Khasra No.568, in the area village Ghonda, Gujran Khadar situated in abadi Gali No. 6, Gangotri Vihar, West Ghonda, Delhi- 110053? OPP</i>
2.	<i>Whether the plaintiff is entitled for a decree of recovery of Rs. 90,000/- towards arrears of rent w.e.f. 01.08.2020 till 31.01.2021 in respect of suit property? OPP</i>

3. *Whether the plaintiff is entitled for a decree of recovery of Rs.40,000/- towards mesne profit/occupation charges at the market rate for the period w.e.f. 01.02.2021 till actual realization in respect of the suit property? OPP*
4. *Whether the plaintiff is entitled for interest @15% per annum on mesne profit/occupation charges w.e.f. 01.02.2021 till actual realization? OPP*
5. *Whether the plaintiff is entitled for a decree of recovery of arrears of electricity and water charges? OPP*
6. *Whether the plaintiff is entitled for a decree of permanent injunction in respect of the suit property as prayed? OPP*
7. *Whether the plaintiff has not approached the court with clean hand and suppressed the material facts? OPD*
8. *Relief.*

Evidence led:

14. To prove his case, plaintiff led evidence detailed below:-

S.No.	Particulars of witness	Nature of witness	Documents relied
1.	Satyapal Singh/ PW-1	Plaintiff himself. He tendered is evidence by way of affidavit Ex. PW1/A whereby he reiterated the contents of his plaint.	<ol style="list-style-type: none"> 1. Certified copy of GPA dated 09.03.2004 - Ex.PW1/1. 2. Copy of receipt, possession letter and deed of Will dated 09.03.2004 - Mark A (colly). 3. Original registered rent agreement dated 09.08.2017 - Ex. PW1/2. 4. Original rent agreement dated 23.07.2020 - Ex.PW1/3. 5. Copy of legal notice dated 28.01.2021 - Ex.PW1/4. 6. Site plan of the suit property - Ex. PW1/5. <p>It may be noted that even though plaintiff relies upon the documents Ex.PW1/1 and documents Mark A as the title</p>

			<p>documents which made the plaintiff owner of the property, the originals of the same were never produced in court by the plaintiff. I may note that as per the evidence affidavit of plaintiff, the originals of the said documents are stated to have been lost and plaintiff makes reference of an NCR report in para 4 of his affidavit Ex.PW1/A. But, the said document was never tendered in evidence while tendering of documents. Thus, except for the oral assertion of the plaintiff qua the loss of the above documents, there is no documentary evidence in support of the above.</p> <p>Also, plaintiff has not filed copy of any agreement to sell which he claims to have entered with Usha Negi on 09.03.2004.</p> <p>The effect of the above shall be noted in the body of this judgment.</p>
2.	Sh. Gopal Dutt, Record Keeper, Officer of SR-IV Seelampur.	<p>He was a summoned witness. He proved the registration of GPA dated 09.03.2004 Ex. PW1/1 vide registration No. 14095, Vol. No. 8958 in book No. 4 at page No. 65 to 68 dated 15.03.2004.</p> <p>He also brought the office record of rent agreement dated 08.08.2017 between plaintiff and defendant Ex.PW1/2 which was registered vide registration No. 1198 dated 14.08.2017 Book 1, Vol. No. 4842 on page 164 to 167.</p>	

15. The aforesaid witnesses were duly cross-examined by Ld. Counsel for defendant. No other witness was examined by the plaintiff and thus, PE was closed.

16. Thereafter, defendant led evidence detailed below:

S.No.	Particulars of witness	Nature of witness	Documents relied
1.	Narender Negi/DW-1	Defendant herein. He reiterated the averments made in his written statement by way of affidavit in evidence Ex. DW1/1.	<ol style="list-style-type: none"> 1. Receipt of house tax of the suit property dated 15.05.2017 in the name of Usha Negi - Ex.DW1/A. 2. Electricity bill of suit property dated 22.12.2008 in the name of Usha Negi - Ex. DW1/B. 3. GPA, agreement to sell, receipt, possession letter, deed of Will dated 28.05.2010 - Ex. DW1/C. 4. Copy of Girwinama dated 15.03.2004 - already exhibited as Ex. PW1/D1. 5. Copy of kiryanama dated 15.03.2004 - already exhibited as Ex.PW1/D2. 6. Receipts of EDMC regarding property tax in the name of Usha Negi - Ex. PW1/D3 (colly).
2.	Usha Negi/DW-2	She is wife of defendant. She tendered her evidence by way of affidavit Ex. DW2/1.	<p>She relied upon the documents already exhibited in the testimony of DW-1.</p> <p>She claimed that her signatures are present on Ex. DW1/C (colly) at point 1 to 10. As per her, her signatures and thumb impression are also present on Ex. PW1/D1 and Ex.PW1/D2.</p>
3.	Mr. Lal Bihari Mishra, Notary Public/DW-3	He was a summoned witness who proved the notarization of documents i.e. GPA, agreement to sell, receipt, possession letter, deed of Will all dated 28.05.2010 Ex.	

		DW1/C (colly). He made the entry qua the same in notarial register vide entry No. C-1511 and C-1512 dated 28.05.2010. Copy of the said entry in notarial register is Ex. DW3/1 (OSR).	
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17. No other witness was examined by defendant and thus, DE was closed and matter was fixed for final arguments.

18. I have heard Ld. counsel for the parties and perused the material available on record.

Analysis and findings

19. Based on the evidence led before this court, the issue-wise finding in the matter is as under :

Issue No. 1 to 7

1. *Whether the plaintiff is entitled for decree of recovery of possession of the suit property bearing no. K-2/6, area measuring 50 sq. yds (41.80 sq. mtrs) out of Khasra No.568, in the area village Ghonda, Gujran Khadar situated in abadi Gali No. 6, Gangotri Vihar, West Ghonda, Delhi-110053? OPP*
2. *Whether the plaintiff is entitled for a decree of recovery of Rs. 90,000/- towards arrears of rent w.e.f. 01.08.2020 till 31.01.2021 in respect of suit property? OPP*
3. *Whether the plaintiff is entitled for a decree of recovery of Rs.40,000/- towards mesne profit/occupation charges at the market rate for the period w.e.f. 01.02.2021 till actual realization in respect of the suit property? OPP*
4. *Whether the plaintiff is entitled for interest @15% per annum on mesne profit/occupation charges w.e.f. 01.02.2021 till actual realization? OPP*

5. *Whether the plaintiff is entitled for a decree of recovery of arrears of electricity and water charges? OPP*
6. *Whether the plaintiff is entitled for a decree of permanent injunction in respect of the suit property as prayed? OPP*
7. *Whether the plaintiff has not approached the court with clean hand and suppressed the material facts? OPD*

20. All the aforesaid issues are inter-connected and are thus taken up together.
21. Plaintiff has premised his case on the contention that he purchased the suit property from defendant's wife Usha Negi on 09.03.2004 on the basis of an agreement to sell (not produced on record); GPA Ex.PW1/1; receipt, possession letter and Will [Mark A (colly.)] all dated 09.03.2024.
22. He then claims that subsequently defendant was given the suit property on rent by virtue of rent agreement-1 Ex.PW1/2 and eventually by virtue of rent agreement-2 Ex.PW1/3.
23. The above facts have been reiterated by plaintiff in his affidavit in evidence Ex.PW1/A.
24. Plaintiff wants recovery of possession and rent etc on the basis of the above two agreements.
25. In my humble opinion, all the issues (except issue no. 7) under consideration are liable to be decided against the plaintiff.

26. As per plaintiff, own case, he is owner of the property by virtue of documents in the nature of GPA, agreement to sell etc. The said agreement to sell was never produced on record. The other documents i.e. GPA, Will etc are documents which cannot be treated to be documents of conveyance.
27. Under Section 54 of Transfer of Property Act, 1882, an agreement to sell/contract of sale, of itself, does not create any right, title or interest in the property covered under the said agreement. Thus, presuming that Usha Negi actually executed any agreement to sell in favour of plaintiff, still, such document cannot give any right, title or interest in the suit property to plaintiff.
28. Again, the other documents i.e. GPA/Ex.PW1/1 and Will etc (Mark A) are not documents of conveyance. Usha Negi is alive and deposed before this court as DW-2. Thus, the Will executed by Usha Negi in favour of plaintiff cannot give title of the property to plaintiff. Even otherwise, the said Will is neither admissible in evidence (as plaintiff did not plead and prove the factum of the loss of original of the said Will) or prove it in evidence (in terms of Section 63 of Indian Succession Act, 1925 read with Section 68 of Indian Evidence Act, 1872).
29. The other documents i.e. GPA, possession letter and receipt are not documents of title.
30. It is no longer *res integra* that documents in the nature of GPA etc do not create any right, title or interest in the property covered under

them and thus, plaintiff cannot plead or rely upon the same to claim that he became owner of the suit property by virtue of GPA Ex.PW1/1 or other documents forming part of Mark A. In this regard reference can be had to the ratio of **Suraj Lamp & Industries (P) Ltd. vs State Of Haryana & Anr.** AIR 2012 Supreme Court 206 wherein it is held that as follows :

“15. Therefore, a SA/GPA/WILL transaction does not convey any title nor create any interest in an immovable property. The observations by the Delhi High Court, in [Asha M. Jain v. Canara Bank](#) - 94 (2001) DLT 841, that the "concept of power of attorney sales have been recognized as a mode of transaction" when dealing with transactions by way of SA/GPA/WILL are unwarranted and not justified, unintendedly misleading the general public into thinking that SA/GPA/WILL transactions are some kind of a recognized or accepted mode of transfer and that it can be a valid substitute for a sale deed. Such decisions to the extent they recognize or accept SA/GPA/WILL transactions as concluded transfers, as contrasted from an agreement to transfer, are not good law.

16. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance.

Transactions of the nature of 'GPA sales' or 'SA/GPA/WILL transfers' do not convey title and do not amount to transfer, nor can they be recognized or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conveyances as they neither convey title nor create any interest in an immovable property.

They cannot be recognized as deeds of title, except to the limited extent of [section 53A](#) of the TP Act. Such transactions cannot be relied upon or made the basis for mutations in Municipal or Revenue Records. What is stated above will apply not only to deeds of conveyance in regard to freehold property but also to transfer of leasehold property. A lease can be validly transferred only under a registered Assignment of Lease. It is time that an end is put to the pernicious practice of SA/GPA/WILL transactions known as GPA sales.

18. We have merely drawn attention to and reiterated the well-settled legal position that SA/GPA/WILL transactions are not 'transfers' or 'sales' and that such transactions cannot be treated as

completed transfers or conveyances. They can continue to be treated as existing agreement of sale.

Nothing prevents affected parties from getting registered Deeds of Conveyance to complete their title. The said 'SA/GPA/WILL transactions' may also be used to obtain specific performance or to defend possession under section 53A of TP Act. If they are entered before this day, they may be relied upon to apply for regularization of allotments/leases by Development Authorities. We make it clear that if the documents relating to 'SA/GPA/WILL transactions' has been accepted acted upon by DDA or other developmental authorities or by the Municipal or revenue authorities to effect mutation, they need not be disturbed, merely on account of this decision.

19. We make it clear that our observations are not intended to in any way affect the validity of sale agreements and powers of attorney executed in genuine transactions. For example, a person may give a power of attorney to his spouse, son, daughter, brother, sister or a relative to manage his affairs or to execute a deed of conveyance. A person may enter into a development agreement with a land developer or builder for developing the land either by forming plots or by constructing apartment buildings and in that behalf execute an agreement of sale and grant a Power of Attorney empowering the developer to execute agreements of sale or conveyances in regard to individual plots of land or undivided shares in the land relating to apartments in favour of prospective purchasers. In several States, the execution of such development agreements and powers of attorney are already regulated by law and subjected to specific stamp duty. Our observations regarding 'SA/GPA/WILL transactions' are not intended to apply to such bonafide/genuine transactions”.

(emphasis supplied)

31. Thus, the contention of the plaintiff that he is owner of the suit property on the basis of GPA or agreement to sell etc is legally not tenable. This shall mean that the said documents did not create any right, title or interest in the suit property which could then give the capacity/right to plaintiff to induct any tenant in the same property. In other words, on the strength of the said documents, plaintiff could have inducted defendant (husband of Usha Negi) as tenant.

32. Under Section 105 of Transfer of Property Act, a lease of immovable property is defined **as transfer of a right to enjoy such property to the transferor by the transferee.** Thus, for a lease to come into being, there should be some right available in the immovable property with the transferor which then is given to the transferee for consideration. But, as noted above, the documents relied upon by the plaintiff cannot, of themselves give any right in the property to the person holding the said documents i.e. the plaintiff. In other words, the said documents did not give any right to the plaintiff in the suit property which could then be transferred to defendant under the two lease agreements Ex.PW1/2 and Ex.PW1/3.
33. Simply put, Ex.PW1/2 and Ex.PW1/3 are not lease agreements in the eyes of law as plaintiff was not having right which he could transfer to defendant by virtue of the said agreements and therefore, plaintiff never became the landlord of defendant under the said agreements. If that be the case, plaintiff cannot be allowed to recover any possession, arrears of rent or any other consequential reliefs as covered under issue no. 1 to 6 from defendant.
34. It can be argued that GPA Ex.PW1/1 is a valid attorney given by Usha Negi in favour of plaintiff and on the strength of the said GPA, Plaintiff, in the capacity of attorney of Usha Negi could induct any third person, including the defendant as a tenant in the property.
35. The said argument, though not taken, will not help the case of the plaintiff. This is because, plaintiff has not sued the defendant in the

capacity of an attorney of Usha Negi. In para 4 of the plaint, he categorically claims that he purchased the suit property from Usha Negi by virtue of GPA, agreement to sell etc all dated 09.03.2004 and has come to this court **in the capacity of being the owner of the suit property. He has not set up a case wherein he claims under Usha Negi as an attorney.** Thus, once plaintiff himself has not pleaded a case as an attorney of Usha Negi, he cannot argue today that possession should be granted to him as an attorney of Usha Negi by relying upon the said attorney Ex.PW1/1.

36. Even otherwise, Usha Negi has stepped in the witness box on behalf of defendant as DW-2 to essentially dispute and resist the plaintiff's case. Thus, essentially the attorney in question Ex.PW1/1 **is not an irrevocable power of attorney and thus, by the conduct of Usha Negi, it is apparent that the said attorney stands revoked.** If that be the case, placing reliance upon the attorney Ex.PW1/1 shall not help the case of the plaintiff.
37. Counsel for the plaintiff had argued that the rent agreement-1 Ex.PW1/2 is a registered document and the signatures thereupon were duly admitted by the defendant during his cross-examination on 27.05.2025. The said argument is of no assistance to the case of plaintiff.
38. The foundational documents on which plaintiff has come before this court are documents which never gave any right, title or interest to the plaintiff. Once the said documents did not give any right, title or

interest to the plaintiff, any subsequent document-whether registered or unregistered including the two rent agreements Ex.PW1/2 and Ex.PW1/3 shall be of no consequence and shall not help the case of the plaintiff at all. When the foundation goes, the building standing thereupon follows. Thus, when the documents of title whereunder plaintiff claims are found to be not tenable to give any right, title or interest to the plaintiff, the mere fact that the eventual rent agreements Ex.PW1/2 and Ex.PW1/3 are registered or admitted by defendant shall not help the case of the plaintiff.

39. Thus, the entire claim of plaintiff for recovery of the possession on the basis of landlord-tenant relationship and consequential reliefs qua rent etc are liable to fail.
40. I may note that during course of arguments, counsel for plaintiff had argued that even though plaintiff had set up a case that he purchased the suit property from Usha Negi (wife of defendant) in 2004, the defendant had claimed that after the said transaction, the property was sold back by plaintiff to Usha Negi in 2010. It was argued that in this regard defendant had himself filed certain documents in the nature of GPA, agreement to sell Ex.DW1/C (colly.) purportedly executed by plaintiff in favour of Usha Negi. It was argued that the said claim of the defendant would amount to an admission of the defendant that plaintiff is the owner of the property.
41. In my humble opinion, the said argument is misconceived. This is because, the documents relied upon by defendant Ex.DW1/C are

also in the nature of GPA, agreement to sell etc and keeping in mind the ratio of Suraj Lamp (*supra*), defendant could not, in law, argued that Usha Negi became owner of the property by virtue of the said documents.

42. Even though, admission of a party is considered as the best evidence and an opposing party can rely upon it, still, such an admission is not always conclusive. It can always be successfully withdrawn or proved erroneous. In the present case, plaintiff himself claims his title from Usha Negi based on GPA, agreement to sell etc dated 09.03.2004. This sale is stated to have been reversed by executing another set by plaintiff in favour of Usha Negi in 2010 on the basis of another GPA, agreement to sell Ex.DW1/C (colly.). Both the assertions of either of the parties are not tenable in the eyes of law and thus, by no stretch of imagination, plaintiff can draw any benefit from the assertion of the defendant that Usha Negi was sold back the property by plaintiff in 2010 vide unregistered GPA etc Ex.DW1/C (colly.).

43. Accordingly, issue nos. 1 to 6 under consideration are decided against the plaintiff.

44. As far as issue no. 7 is concerned, defendant had set up a case that plaintiff had not approached the court with clean hands and had suppressed material facts from the court. As per defendant, plaintiff had not disclosed the fact that Usha Negi and defendant had continued to occupy the suit property ever since its purchase since

2003 from one Prem Singh Mehra; that possession of the property was never given in 2004 or thereafter to plaintiff; and in 2010 plaintiff himself executed documents in the nature of GPA, agreement to sell Ex.DW1/C (colly.) in favour of Usha Negi.

45. Perusal of the record shows that plaintiff, except his oral assertion, has not filed any documentary proof to show that he had the actual and physical possession of the suit property since 2004 till 2017 (when purportedly rent agreement-1 was entered between plaintiff and defendant). It is very surprising that no document like electricity bill, water bill, gas connection etc were ever procured by plaintiff for over 15 years in the property. It has come in his cross-examination that the electricity meter over the property continued to be in the name of Usha Negi. Defendant has also placed on record certain documents in the nature of property tax challans etc for the period between 2004 to 2017 to buttress the assertion of defendant that during the said period defendant and his wife Usha Negi continued to be in possession of the suit property.
46. Again, during the cross-examination of plaintiff, plaintiff admitted his signatures on a document titled as *girwinama* dated 15.03.2004 and exhibited as Ex.PW1/D1 (executed between plaintiff and Usha Negi); a rent agreement dated 15.03.2004 and exhibited as Ex.PW1/D2 (executed between plaintiff and Usha Negi). These documents are documents which are executed between plaintiff and Usha Negi just after the purported documents of title set up by

plaintiff dated 09.03.2004. The above documents are at odds with the documents of title set up by the plaintiff and raises a long shadow of doubt about the claim of the plaintiff. If there was any sale transaction *interse* the plaintiff and Usha Negi on 09.03.2004, why were any mortgage deed and rent deed were prepared between them on 15.03.2004. No cogent answer was given in this regard during arguments by the plaintiff.

47. The above would show that possibly plaintiff never had the actual and physical possession of the property since 2004 to 2017. It also shows that the plaintiff is not coming up clean with the actual transaction between the parties or between him and Usha Negi. There are certain material facts which plaintiff has not clarified. Thus, plaintiff herein has not come to this court with clean hands and has suppressed certain material facts which he did not explain. Thus, issue no. 7 is liable to be decided against the plaintiff and in favour of defendant.

48. As a consequence, keeping in mind the findings returned while deciding issue nos. 1 to 7, the suit fails. It is dismissed.

49. Parties to bear their own costs.

50. Let a decree sheet be prepared accordingly.

**Announced in the
open Court on 18.05.2026**

**Aashish Gupta
District Judge-01, North-East District,
Karkardooma Courts, Delhi**