

04.04.2025

Present : None for the plaintiff.
 Sh. R.K. Mishra, Ld. Counsel for the defendant through V.C.

1. Vide this order, I shall pass the order in respect to Order 12 Rule 6 CPC. This aspect was taken into consideration suo moto by the Ld. Predecessor court. Arguments have been advanced earlier by both the parties. I have also gone through the record.

2. Briefly stated, the facts of the case as alleged by the plaintiff are that the plaintiff is the owner of the suit property i.e. plot no. 160, Pocket 22, Sector 24, Rohini, Delhi. It is alleged that he had let out the first floor of the suit property to the defendant at the rent of Rs 9,500 per month for 11 months and the Rent Agreement dated 19.12.2018 was executed between the parties in this regard. It is stated that after the expiry of the tenancy period, the tenancy was again extended for another 11 months and another Rent Agreement dated 27.12.2019 was executed between the parties. However, the defendant started defaulting in the payment of rent. Hence, the plaintiff issued a legal notice dated 13.10.2020 to the defendant to hand over the vacant physical possession of the premises which was not done and the present suit was filed.

3. It is submitted by Ld. Counsel for the plaintiff that in the WS, the defendant has taken a flimsy ground that the plaintiff's wife had executed a bayana agreement dated 09.11.2009 with the defendant and that the

defendant had paid a bayana amount of Rs 5 lakhs to the plaintiff's wife in this regard. It is

-: 2 :-

submitted that the allegations of the defendant are false and no such bayana agreement was executed. Hence, it is submitted that the defence of the defendant can not be considered. Hence, the suit may be considered to be decreed under Order 12 Rule 26 CPC. Ld. Counsel for the plaintiff has relied upon the judgment of the Hon'ble High Court of Delhi in **Dinesh Sharma Vs. Krishna Kainth RFA 293/2021 decided on 19.04.2022** in this regard.

4. Per contra, it is submitted by Ld. Counsel for the defendant that the provision under Order 12 Rule 6 CPC does not apply to the facts and circumstances of the present case. It is submitted that for a decree to be passed under Order 12 Rule 6 CPC, there should be a clear and unequivocal admission on behalf of the defendant. It is submitted that in the present matter, the defendant has clearly denied the allegations of the plaintiff that the property was let out to him. He has specifically stated that he is residing in the suit property as a would-be buyer as he has paid the bayana amount to the plaintiff's wife for the purchase of the property. Hence, it is submitted that as there is no clear and unequivocal admission on behalf of the defendant, the suit cannot be decreed under Order 12 Rule 6 CPC.

5. Record perused.

6. As submitted by Ld. Counsel for the defendant, for a decree to be passed under Order 12 Rule 6 CPC, there should be a clear and

unequivocal admission on the part of the defendant. In the judgment which is relied upon by Ld. Counsel for the plaintiff, Hon'ble High Court of Delhi has held that the

-: 3 :-

admissions may be in the form of pleadings or otherwise and the same can be oral or in writing. Further, it has been held that the same can also be inferred from vague and evasive denials in the WS while responding to specific pleas taken in the plaint.

7. In the present matter, the defendant has specifically denied that the property was let out by the plaintiff to him and he has specifically alleged that he had entered into a bayana agreement with the wife of the plaintiff and that he had paid a sum of Rs 5 lakhs to her as bayana. It is stated that the property was let out by the plaintiff to some tenant and on the request of the plaintiff, the defendant made efforts for getting the property vacated from the tenant and hence, the plaintiff put the defendant in the possession of the suit property. Hence, in the opinion of the court, there are no admissions on behalf of the defendant.

8. The judgment which is relied upon by Ld. counsel for the plaintiff can be differentiated from the facts of the present case. In that matter, the plaint was filed on similar facts that the property was rented out to the defendant. However, in the WS, the defendant admitted the tenancy. However, he had tried to set up a defence that he had paid a sum of Rs 5 lakhs to the plaintiff as security/ mortgage. In the present matter, as mentioned above, the defendant has specifically denied the tenancy. He has

also placed on record the copy of the Bayana agreement which is allegedly executed between himself and the wife of the plaintiff. Per contra, the plaintiff has placed on record the copies of the alleged Rent Agreements. All the documents are unregistered. Hence, they

-: 4 :-

are at the same footing. Hence, in the present matter, in the opinion of the court, evidence is required be led by both the parties to prove their respective cases. In the opinion of the court, the provision of Order 12 Rule 6 CPC is not applicable to the facts and circumstances of the present case.

Put up a completion of pleadings and framing of issues on
24.05.2025.

(RUCHIKA SINGLA)
DJ-03 (N/W)
Rohini Courts :Delhi/04.04.2025