

IN THE COURT OF GAURAV: DISTRICT JUDGE-01
SHAHDARA DISTRICT, KARKARDOOMA COURTS:
DELHI

CNR No.DLSH010039652023

CS No. 440/2023



In the matter of:-

Memo of Parties

1. Mr. Rakesh Yadav
S/o Sh. Hoshier Yadav,
R/o 5, Jwala Heri,
Paschim Vihar, New Delhi-110063

2. Ms. Sarita Yadav
W/o Rakesh Yadav
R/o 5, Jwala Heri,
Paschim Vihar, New Delhi-110063

....Plaintiffs

Versus

Ms. Priya Shrivastav
D/o Sh. Ajay Shrivastav
R/o 8/53, Second Floor, Plot No 53,
Block No.8, Ram Gali, Vishwas Nagar,
Illaqa Shahdra, Delhi-110032

Also At-

Senior Customer Agent (Employee ID - 10025679)
Air India Sats Airport Services Private Limited,
Plot No 53, 54, Phase IV, Udyog Vihar,
Sector-18, Gurugram, Haryana-122001

Also At-

Senior Customer Agent (Employee Id-10025679)
Air India Sats Airport Services Private Limited
Ticketing Office Departure Level, IGI Airport, Delhi
Mail ID - rahul.kumar@aisats.in
Mobile No. - 9650225829

....Defendant

Date of Institution	:	04.07.2023
Date of final argument	:	21.07.2026
Date of judgment	:	29.07.2026
Result	:	Partly Decreed

**SUIT FOR POSSESSION, DECLARATION, CANCELLATION,
RECOVERY OF RENT, MESNE PROFIT AND PERMANENT
INJUNCTION**

JUDGMENT

INTRODUCTION

1. Vide this judgment, I shall dispose of a civil suit for possession, declaration, cancellation, recovery of rent, mesne profit and permanent injunction filed by plaintiffs against the defendant.

PLAINTIFF'S CASE IN NUTSHELL

2. The brief facts of the case, as set forth by the plaintiffs, are that Plaintiff No. 1 purchased the property bearing Municipal No. 8/53 (Second Floor without roof), Plot No. 53, Block No. 8, Ram Gali, Vishwas Nagar, Illaqa Shahdara, Delhi-110032, admeasuring 100 square yards, comprising two bedrooms (one with attached toilet and bathroom), one kitchen, one separate toilet and bathroom and a lobby area (*hereinafter referred to as "suit property"*), in the month of January, 2021. Plaintiff Nos. 1 and 2 are husband and wife and, according to them, Plaintiff No. 1 became the owner of the aforesaid property upon its purchase.

3. It is pleaded that Plaintiff No. 1 had cordial and longstanding friendly relations with the defendant and her family as both Plaintiff No. 1 and the defendant were engaged in the same line of work. Owing to such cordial relations, Plaintiff No. 1 had, on earlier occasions, also extended financial assistance to the defendant's mother during periods of financial hardship.

4. According to the plaintiffs, after learning about the purchase of the suit property, the defendant approached Plaintiff No. 1 with a request that the suit property be let out to her for residential purposes as she was facing financial difficulties and intended to shift from her existing accommodation.

5. It is further pleaded that after discussions held at the residence of the defendant in the presence of her family members, it was mutually agreed that the suit property would be let out to the defendant on a monthly rent of Rs.10,000/- (Rupees Ten Thousand Only), subject to payment of an interest-free refundable security deposit of Rs.10,000/- (Rupees Ten Thousand Only), for a period of ten years. The defendant also undertook to get the lease deed prepared and duly registered through a deed writer known to her family.

6. It is further pleaded that on 10.02.2021, the defendant informed Plaintiff No. 1 that the lease documents had already been prepared and requested him to reach her residence, from where they proceeded to the office of the Sub-Registrar, Vivek Vihar, Delhi. Before leaving for the office of the Sub-Registrar, Plaintiff No. 1 allegedly enquired from the defendant, her mother and the person

who had prepared the document, whether the lease deed contained the agreed terms relating to the monthly rent, security deposit and duration of tenancy. According to the plaintiffs, all of them categorically assured Plaintiff No. 1 that the document contained only the mutually agreed terms and that nothing adverse had been incorporated therein.

7. It is further pleaded that, at the office of the Sub-Registrar, Plaintiff No. 1 attempted to read the document before signing it; however, the deed writer and the defendant allegedly hurried him on the pretext that there was insufficient time for registration. Relying upon the representations and assurances extended by the defendant and her associates, Plaintiff No. 1 signed the lease deed believing it to contain the agreed terms. Thereafter, the lease deed dated 10.02.2021 came to be registered on 11.02.2021 before the concerned Sub-Registrar.

8. According to the plaintiffs, after registration, the defendant informed Plaintiff No. 1 that she would collect the registered lease deed from the office of the Sub-Registrar and provide a copy thereof to him. Although possession of the suit property was handed over to the defendant, she neither paid the agreed security deposit nor the agreed monthly rent and repeatedly sought further time on the ground of financial hardship.

9. It is further pleaded that despite repeated demands made from time to time, the defendant continued postponing payment of the outstanding rent and security deposit by citing various personal and financial difficulties. It is alleged that she represented that she

was expecting to receive money on account of settlement of her matrimonial dispute and assured Plaintiff No. 1 that immediately upon receipt of the settlement amount, all outstanding dues would be cleared. Even thereafter, according to the plaintiffs, the defendant continued making similar assurances without making any payment.

10. It is further pleaded that in the year 2022, Plaintiff No. 1 decided to sell the suit property owing to financial constraints. A prospective purchaser, namely Mr. Naveen Kumar, was informed about the tenancy of the defendant and was also introduced to her. According to the plaintiffs, in the presence of Plaintiff No. 1 and Mr. Naveen Kumar, the defendant once again acknowledged her liability towards payment of arrears of rent and assured that she would vacate the suit property by the end of the year 2022. Acting upon such assurance, Plaintiff No. 1 sold the suit property to Mr. Naveen Kumar by way of a registered sale deed dated 08.04.2022, with an understanding that Plaintiff No. 1 would continue to collect rent from the defendant till the suit property was vacated.

11. It is further pleaded that notwithstanding repeated requests and legal notices issued by Plaintiff No. 1 demanding payment of arrears of rent and security deposit, the defendant neither paid the outstanding dues nor vacated the premises. Rather, according to the plaintiffs, on 24.10.2022, the defendant telephonically abused and threatened Plaintiff No. 1 and asserted that she would neither pay rent nor vacate the suit property.

12. It is further pleaded that since the defendant had retained the

original registered lease deed, Plaintiff No. 1 applied for its certified copy, which was received in November, 2022. Upon examining the certified copy, Plaintiff No. 1 allegedly discovered, for the first time, that the lease deed did not contain the terms which had been mutually agreed between the parties. It is alleged that the agreed monthly rent of Rs.10,000/- (Rupees Ten Thousand Only) and refundable security deposit of Rs.10,000/- (Rupees Ten Thousand Only) had been fraudulently altered to Rs.1,000/- (Rupees One Thousand Only) each. It is further alleged that an additional clause had been incorporated in the lease deed making the tenancy non-terminable for a period of ten years without the knowledge or consent of Plaintiff No. 1.

13. According to the plaintiffs, the aforesaid alterations were deliberately incorporated by the defendant in conspiracy with her mother, the deed writer and other associates, who, by practising fraud and misrepresentation, induced Plaintiff No. 1 to execute the lease deed without reading its contents. The alleged lease deed is thus the result of fraud, misrepresentation and deceit and is void, illegal and liable to be cancelled.

14. It is further pleaded that when Plaintiff No. 1 confronted the defendant after discovering the alleged fraud, she refused to offer any explanation and instead behaved aggressively, declined to vacate the suit property and allegedly asserted that she would continue to deal with the property as she pleased. It is also alleged that Plaintiff No. 1 came to know that the defendant had started showing the suit property to prospective occupants with an intention to induct paying guests or create further rights in respect

thereof.

15. It is further pleaded that they served a legal notice calling upon the defendant to vacate the suit property and clear the arrears of rent, besides lodging complaints with the concerned police authorities regarding the threats allegedly extended by the defendant and her associates. Owing to the conduct of the defendant, the subsequent purchaser, namely Mr. Naveen Kumar, issued a legal notice to Plaintiff No. 1 alleging concealment of material facts and sought cancellation of the earlier sale transaction.

16. It is further pleaded that in order to resolve the dispute with the subsequent purchaser, they were constrained to settle the matter by paying a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only), whereafter a fresh registered sale deed dated 18.05.2023 came to be executed in favour of the plaintiffs, thereby restoring their ownership over the suit property.

17. It is further pleaded that, thereafter, the plaintiffs issued a legal notice dated 30.05.2023 terminating the tenancy and calling upon the defendant to hand over vacant and peaceful possession of the suit property, clear the arrears of rent amounting to Rs.1,38,000/- (Rupees One Lakh Thirty-Eight Thousand Only) and desist from creating any third-party interest in the suit property. Despite service of the said notice, the defendant neither complied with its contents nor vacated the premises and instead attempted to induct third parties into the suit property.

18. On the aforesaid averments, the plaintiffs have instituted the present suit seeking a decree declaring the registered lease deed

dated 10.02.2021 to be forged, fabricated, void and liable to be cancelled; recovery of possession of the suit property; recovery of arrears of rent amounting to Rs.1,38,000/- (Rupees One Lakh Thirty-Eight Thousand Only) @ Rs. 10,000/- (Rupees Ten Thousand Only) per month from 15.02.2021 to 08.04.2022; recovery of mesne profits/damages at the rate of Rs.25,000/- (Rupees Twenty-Five Thousand Only) per month from June, 2023 till delivery of possession; permanent injunction restraining the defendant from creating any third-party interest in the suit property; and costs of the suit along with all other consequential reliefs.

19. By virtue of the present suit, plaintiffs have prayed for the following reliefs: -

- 1) Decree the suit of the plaintiffs for declaration for thereby declaring the lease deed dated 10.02.2021 registered with Sub Registrar SR IVB Vivek Vihar, New Delhi vide registration no. 1332 in Book No. 1 Vol. No. 2512 on page 60 to 64 on 11.02.2021 to be forged, fabricated void and consequently the same is to be cancelled with costs in favour of the plaintiffs and against the defendants.
- 2) Pass a decree of possession of suit property bearing house property number 8/53, (second floor without roof), Plot No. 53, Block No. 8, Ram Gali, Vishwas Nagar, Illaqa Shahdara, Delhi-110032 measuring 100 Sq. Yards in favour of the plaintiffs and against the defendant.
- 3) Recovery of arrears of rent in sum of Rs. 1,38,000/- @ Rs. 10,000/- per month from 15.02.2021 to 08.04.2022 in favour of the plaintiffs and against the defendant.
- 4) Pass a decree for damages / mesne profits for illegally being in possession of the suit property thereby causing loss for unauthorized use and occupation of the suit

premises @ Rs. 25,000/- per month, Rs. 25,000/- for the month of June 2023 and pendetlite and future mesne profits/damages from the month of June 2023 till the restoration of possession of the plaintiffs in the suit property.

- 5) Pass a decree / grant a permanent injunction restraining the defendant, her assignees, agents, trustees, associates, heirs, executors, any other person claiming through her from creating assigning any interest and / or alienating, transferring encumbering or creating third party interest in the suit property bearing house property number 8/53, (Second Floor without roof), Plot No. 53, Block No. 8, Ram Gali, Vishwas Nagar, Illaqa Shahdara, Delhi-110032 measuring 100 Sq. Yards in favour of the plaintiffs and against the defendant.
- 6) Cost of litigation may also be awarded in favour of the plaintiffs and against the defendant.

SERVICE OF SUMMONS TO DEFENDANT

20. Service of summons were duly served upon defendant, resultantly, in order to contest the present suit, defendant filed the written statement.

DEFENCE IN ABBREVIATED/WRITTEN STATEMENT

21. While filing the written statement, defendant tried to pulverize the present suit and asserted that the present suit has been instituted with a mala fide intention to harass and humiliate the defendant and that the plaintiffs have not approached the Court with clean hands, having allegedly suppressed material facts.

22. On merits, the defendant has admitted that Plaintiff No. 1 had purchased the suit property and that the parties were known to

each other as they were working in the same institution. However, the defendant has set up an entirely different version of the transaction. It is her case that owing to financial difficulties faced by her mother, who had sold her property and retained a sum of more than Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash after clearing liabilities, Plaintiff No. 1 himself proposed that the defendant should take the suit property on lease.

23. According to the defendant, Plaintiff No. 1 demanded the said cash amount along with two blank signed cheques, one each of the defendant and her mother, as security for ensuring vacation of the suit property after the expiry of the lease period.

24. It is claimed that after payment of the aforesaid amount and handing over the cheques, the parties executed the registered lease deed dated 10.02.2021.

25. It is further asserted that since both parties were working in the same institution and she was working under the supervision of Plaintiff No. 1, she had developed close relations with him. It is alleged that Plaintiff No. 1 interfered in her matrimonial life, influenced her husband, which ultimately resulted in the breakdown of her first marriage, and thereafter attempted to pressurize her to remain unmarried.

26. According to the defendant, when her family solemnized her second marriage against the wishes of Plaintiff No. 1, he became vindictive and initiated false and frivolous litigations, including the present suit.

27. It is further asserted that the lease deed was drafted after

detailed negotiations between the parties and that Plaintiff No. 1 had read and understood every term and condition before signing the document. It is also asserted that Plaintiff No. 1 himself was acquainted with the deed writer and had got the lease deed prepared.

28. It is further asserted that the agreed monthly lease rent was Rs.1,000/- (Rupees One Thousand Only) and not Rs.10,000/- (Rupees Ten Thousand Only), the said rent having been fixed because Plaintiff No. 1 had already received Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash together with the blank signed cheques at the inception of the transaction.

29. The defendant has further denied the plaintiffs' allegations regarding non-payment of rent and security amount and has pleaded that she regularly paid the agreed lease rent in cash throughout the subsistence of the tenancy. According to her, no amount whatsoever was outstanding against her till the institution of the present suit and, even after the filing of the suit, Plaintiff No. 1 refused to accept the rent when it was tendered.

30. The defendant has further denied having extended any threats to the plaintiffs, denied having admitted liability towards arrears of rent, denied having assured to vacate the premises, and also denied the allegations that she attempted to induct paying guests or create any third-party interest in the suit property. She has also denied the service of the legal notice dated 30.05.2023 and has contended that there was no breach of any condition of the lease deed entitling the plaintiffs to terminate the tenancy.

31. It is further asserted that the allegations made in the plaint are false, frivolous and baseless, and that the registered lease deed is valid, legal and binding upon the parties. Accordingly, the defendant has prayed for dismissal of the suit with exemplary costs.

REPLICATION FILED BY PLAINTIFFS

32. Plaintiffs filed replication to the written statement of defendant wherein the contents of the plaint were reiterated and version of defendant was denied completely.

FRAMING OF ISSUES

33. After completion of pleadings, the following notional issues were framed by this Court vide order dated 19.11.2024: -

- 1) Whether the plaintiffs are entitled to the decree of declaration, as prayed for? OPP
- 2) Whether the plaintiffs are entitled to the decree of possession of the suit property, as prayed for? OPP
- 3) Whether the plaintiffs are entitled to recovery of arrears of rent, if so, for what period and at what rate? OPP
- 4) Whether the plaintiffs are entitled to the decree of damages/mesne profit, as prayed for? OPP
- 5) Whether the plaintiffs are entitled to the decree of permanent injunction, as prayed for? OPP
- 6) Whether the suit is liable to be rejected U/o 7 Rule 11 CPC? OPD
- 7) Whether the suit has been valued properly for the purpose of court fees? OPD

8) Whether defendant gave Rs. 15 Lacs as well as blank signed cheques to plaintiff no. 1, subsequent to which lease agreement dated 10.02.2021 was executed? OPD

9) Relief.

34. After framing of the issues as above, matter was listed for plaintiff's evidence.

PLAINTIFF'S EVIDENCE

35. Before commencement of plaintiffs' evidence, learned counsel for the plaintiffs requested that, in order to expedite the trial and save the valuable time of the Court, the evidence of the parties be recorded through a Local Commissioner. He further stated that the plaintiffs were willing to bear the fee and other expenses of the Local Commissioner. The said request was not opposed by learned counsel for the defendant. Accordingly, vide order dated 19.11.2024, this Court appointed a learned Local Commissioner for recording the evidence of the parties. Pursuant thereto, the evidence of the plaintiffs' witnesses as well as the defendant's witnesses was duly recorded by the learned Local Commissioner, and the matter thereafter proceeded further in accordance with law.

36. In order to substantiate their case, the plaintiffs examined **Sh. Kamal Kumar as PW-1**, who relied upon a copy of his Aadhaar Card, which was exhibited as Ex. PW1/1. He deposed that he was a summoned witness and stated that on 26.12.2019, he had purchased the property bearing Ground Floor, 31/41, B.S. Colony, Vishwas Nagar, Shahdara, Delhi, from Ms. Jyoti Srivastava, mother of the defendant, for a total sale consideration of Rs.11,50,000/- (Rupees Eleven Lakhs Fifty Thousand Only). He further deposed that out of

the said amount, a sum of Rs.50,000/- (Rupees Fifty Thousand Only) was paid in cash to Ms. Jyoti Srivastava on 01.11.2019, while the remaining amount of Rs.11,00,000/- (Rupees Eleven Lakhs Only) was deposited by him directly into the loan account of Ms. Jyoti Srivastava maintained with AU Small Finance Bank, as per her instructions, for closure of her outstanding loan account. He further deposed that he subsequently sold the said property in or around the year 2021 for approximately Rs.13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only). He also produced a copy of the sale deed dated 26.12.2019, which was marked as Ex.PW1/Mark-A (*later on exhibited as Ex.PW8/1 in the testimony of PW-8*).

37. During his cross-examination conducted by learned counsel for defendant, he deposed that he had been introduced to Ms. Jyoti Srivastava by Plaintiff No. 1. He also admitted that he had deposited Rs.11,00,000/- (Rupees Eleven Lakhs Only) in the loan account of Ms. Jyoti Srivastava with AU Small Finance Bank as per her instructions and voluntarily stated that he had accompanied Ms. Jyoti Srivastava to the bank for making the said deposit.

38. In order to further substantiate their case, the plaintiffs also examined **Sh. Kuldeep Kumar as PW-2**, who relied upon a copy of his Aadhaar Card, which was exhibited as Ex. PW2/1. He deposed that he was a summoned witness and had accompanied Plaintiff No. 1 and the defendant to the office of the Sub-Registrar, Vivek Vihar, Delhi, on 10.02.2021 for execution of the lease deed. He further deposed that before proceeding to the office of the Sub-Registrar, he along with Plaintiff No. 1 had visited the residence of

the defendant situated at Bikham Singh Colony, near Nala (Drain), Vishwas Nagar, Shahdara, where he found the defendant, her mother and one gentleman present. He further deposed that in his presence; it was discussed that the defendant was taking on rent the 100 square yards floor belonging to Plaintiff No. 1 at a monthly rent of Rs.10,000/- (Rupees Ten Thousand Only). He further deposed that thereafter they proceeded to the office of the Sub-Registrar for execution of the lease deed dated 10.02.2021 and that he signed the said lease deed as an attesting witness.

39. During his cross-examination conducted by learned counsel for the defendant, he deposed that he and Plaintiff No. 1 had reached the house of the defendant and her mother at about 10:00 a.m., where besides the defendant and her mother, one young gentleman was also present. He further deposed that the meeting held on 10.02.2021 was the final meeting between the parties before they proceeded to the office of the Sub-Registrar. He admitted that he had not gone through the contents of the lease deed before signing the same as a witness and further stated that Plaintiff No. 1 had also not read the contents of the lease deed in his presence while signing it. He further deposed that the lease deed was prepared in his presence, though he did not know who had engaged the deed writer or advocate for its preparation. He further stated that after leaving the defendant's house, they directly went to the office of the document writer/advocate and that the deed writer did not explain the contents of the lease deed in their presence. He also deposed that he did not know at whose instance the lease deed had

been prepared and voluntarily stated that he was standing outside when the document was being prepared.

40. In order to further substantiate their case, the plaintiffs also examined **Sh. Naveen Kumar as PW-3**. He deposed that he knew Plaintiff No. 1 for the last about 15 years and had purchased the suit property from him in the month of April, 2022. He identified the sale deed dated 08.04.2022 executed in his favour, which was marked as Mark PW-3/A (*later on exhibited as Ex.PW8/3 in the testimony of PW-8*), and deposed that the same bore his signatures at the bottom of each page. He further deposed that prior to purchasing the suit property, Plaintiff No. 1 had informed him that the property was under the occupation of a tenant. Accordingly, he visited the suit property in the month of March, 2022 to inspect the same and met the defendant therein. He deposed that the defendant informed him that there were certain arrears of rent, which she would clear shortly, and assured him that she would pay future rent at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per month and would vacate the suit property by the end of the year 2022. He further deposed that he had requested Plaintiff No. 1 to collect the rent from the defendant on his behalf. However, according to him, despite the aforesaid assurance, he never received any rent from the defendant. He further deposed that on making inquiries from Plaintiff No. 1 regarding non-payment of rent, he was informed that the defendant was facing certain personal issues and would clear the dues shortly. He further deposed that since he neither received the rent nor possession of the suit property, he got issued a legal notice dated 20.03.2023 through his counsel, which was marked as Mark

PW-3/C (*later on exhibited as Ex.PW8/18 in the testimony of PW-8*). He further deposed that thereafter Plaintiff No. 1 approached him for settlement and agreed to repurchase the suit property for a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only). Accordingly, he sold the suit property to the plaintiffs by way of sale deed dated 18.05.2023, which was marked as Mark PW-3/B (*later on exhibited as Ex.PW8/19 in the testimony of PW-8*). He further deposed that after execution of the said sale deed; he ceased to have any concern with the suit property and that the plaintiffs became its absolute owners. He also relied upon a copy of his Aadhaar Card, which was exhibited as Ex. PW-3/1.

41. During his cross-examination conducted by learned counsel for the defendant, he admitted that he had not inspected any other property in the locality before purchasing the suit property and further admitted that he had inspected the suit property before execution of the sale deed in his favour. He further stated that he had not informed the deed writer that the suit property was under the occupation of a tenant. He admitted that he had signed the sale deed on every page and stated that although he had taken a bird's eye view of the document before signing it, he had not read it meticulously. In response to a question regarding recital No. 4 of the sale deed dated 08.04.2022 mentioning delivery of physical possession, he stated that the recital was incorrectly recorded and that physical possession had not been delivered to him. He further deposed that he did not remember the exact date and time of his visit to meet the defendant, though he affirmed that he had met her in the month of March, 2022.

42. In order to further substantiate their case, the plaintiffs also examined **Sh. Sanjeev Upadhyay as PW-4**, who relied upon a copy of his Aadhaar Card and visiting card, which were exhibited as Ex. PW-4/A (Colly.). He deposed that he had been working as a property dealer for the last about 20 years and was engaged in the business of sale, purchase and renting of properties in Delhi-NCR. He further deposed that he had also dealt with sale, purchase and rental transactions of properties situated in Shahdara, Delhi. According to him, the prevailing market rent of a 50 square yards floor in Vishwas Nagar, Shahdara, Delhi, ranged between Rs.8,000/- (Rupees Eight Thousand Only) and Rs.15,000/- (Rupees Fifteen Thousand Only) per month, depending upon the location of the property, while its market value ranged between Rs.8,00,000/- (Rupees Eight Lakhs Only) and Rs.12,00,000/- (Rupees Twelve Lakhs Only). He further deposed that the prevailing market rent of a 100 square yards floor in the said locality ranged between Rs.14,000/- (Rupees Fourteen Thousand Only) and Rs.16,000/- (Rupees Sixteen Thousand Only) per month, depending upon the location and amenities such as lift and parking, and that the market value of such a property ranged between Rs.35,00,000/- (Rupees Thirty-Five Lakhs Only) and Rs.40,00,000/- (Rupees Forty Lakhs Only).

43. During his cross-examination conducted by learned counsel for the defendant, he admitted that he did not possess any licence issued by the Government authorising him to work as a property dealer. He further stated that he was academically qualified as M.A. and B.Ed., but did not possess any special qualification in the field

of property dealing. He further stated that about two to three years prior thereto, he had dealt with approximately two to three properties situated in Vishwas Nagar, Shahdara.

44. In order to further substantiate their case, the plaintiffs also examined **Sh. Ajay Kumar, Nodal Officer, Bharti Airtel Limited, as PW-5**. He relied upon his authority letter and driving licence, which were exhibited as Ex. PW-5/A (Colly.). He deposed that he had brought the true copy of the application form pertaining to mobile No. 9899829872 along with the certificate under Section 65B of the Indian Evidence Act, which was exhibited as Ex. PW-5/1. He further deposed that the summoned record pertained to the year 2022 and, in accordance with the Government guidelines, the same had already been weeded out and was no longer available in the CDR Module Fronter system.

45. Opportunity to cross-examine PW-5 was granted to the defendant; however, no cross-examination was conducted.

46. In order to further substantiate their case, the plaintiffs also examined **Ms. Shama Bano, Senior Assistant from the office of the Sub-Registrar-IV-B, Vivek Vihar, Delhi, as PW-6**. She relied upon her authority letter, which was exhibited as Ex. PW-6/A. She deposed that she had brought the true copy of the registered rent deed bearing Registration No. 2024/18/1/1420 in Book No. 1, Volume No. 4159, pages 33 to 44, registered on 16.02.2024. She further deposed that the said copy had been compared with the original record and the same was exhibited as Ex. PW-6/1 (OSR).

47. Opportunity to cross-examine PW-6 was granted to the defendant; however, no cross-examination was conducted.

48. In order to further substantiate their case, and particularly to prove the loan availed by the defendant's mother, namely Ms. Jyoti Srivastava, the plaintiffs examined **Mr. Mohd. Zaid, appearing on behalf of AU Small Finance Bank Limited, as PW-7**. He relied upon his identity card, which was exhibited as Ex. PW-7/A. He deposed that he had brought the true copy of the loan application form along with the KYC documents, including the Aadhaar Card, PAN Card and Election Identity Card of the applicants, the Agreement for Loan and Guarantee dated 23.09.2014, and the copy of the statement of account along with a certificate under Section 63(4)(c) of the Bharatiya Sakshya Adhiniyam, 2023. The said documents, pertaining to the loan account of the defendant's mother, were exhibited as Ex. PW-7/1 (Colly.) (18 pages), Ex. PW-7/2 (Colly.) (21 pages), Ex. PW-7/3 (3 pages) and Ex. PW-7/4 (1 page), respectively.

49. During his cross-examination conducted by learned counsel for the defendant, he admitted that he had no personal knowledge regarding the contents of the documents produced by him.

50. In continuation of the plaintiffs' evidence, **Plaintiff No. 1 stepped into the witness box as PW-8**. He tendered his evidence by way of affidavit, which was exhibited as Ex. PW-8/A. In his affidavit, he reiterated and reaffirmed the averments made in the plaint, the same being substantially a reproduction thereof and, therefore, are not being repeated herein for the sake of brevity. In

support of his testimony, PW-8 also relied upon and proved the following documents:

S. No.	Documents	Exhibit(s)
1.	Certified copy of Sale Deed dated 26.12.2019 executed between Ms. Jyoti Shrivastav (mother of defendant) and Ms. Kamal Kumar.	Ex. PW8/1 (OSR)
2.	Notice dated 16.04.2022 sent by the counsel of plaintiff no. 1.	Ex. PW8/2
3.	Certified copy of sale deed dated 08.04.2022 registered with Sub-Registrar SR IV B Vivek Vihar vide registration No. 3102, Book No. 1, Vol No. 3122.	Ex. PW8/3 (OSR)
4.	Notice dated 17.10.2022.	Ex. PW8/4 (OSR)
5.	Postal receipts.	Ex. PW8/5 (colly.) (OSR)
6.	Courier receipts	Ex. PW8/6 (colly.)
7.	Tracking reports	Ex. PW8/7 (colly.) and Ex. PW8/8 (colly.)
8.	Notice (corrigendum) dated 17.10.2022	Ex. PW8/9 (OSR)
9.	Postal receipt	Ex. PW8/10 (OSR)
10.	Certified copy of lease deed dated 10.02.2021 vide registration no. 1332 in Book No. 1 Vol. No. 2512 with Sub-Registrar SR IVB Vivek Vihar.	Ex. PW8/11 (OSR)
11.	Notice dated 21.11.2022 sent by the counsel of plaintiff no. 1.	Ex. PW8/12 (OSR)
12.	Postal receipt.	Ex. PW8/13 (OSR)
13.	Courier receipt	Ex. PW8/14 (OSR)

14.	Tracking reports	Ex. PW8/15 and Ex. PW8/16 (colly.)
15.	Complaints dated 03.12.2022 and 02.01.2023.	Ex. PW8/17 (colly.) (OSR)
16.	Notice dated 20.03.2023 received by plaintiff no. 1 from Mr. Naveen Kumar	Ex. PW8/18
17.	Sale deed of suit property dated 18.05.2023 executed by Mr. Naveen Kumar in favour of plaintiffs.	Ex. PW8/19 (OSR).
18.	Legal Notice dated 30.05.2023 sent by the counsel for the plaintiffs to defendant.	Ex. PW8/20 (OSR)
19.	Postal receipts.	Ex. PW8/21 (OSR)
20.	Tracking report.	Ex. PW8/22

51. During his elaborate cross-examination, PW-8 admitted that he knew the defendant since the year 2018, when she was working in his team, and denied the suggestion that she was under his influence. He further deposed that he had purchased the suit property for a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) through cheque and denied the defence case that the defendant's mother had contributed Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash towards its purchase or that the lease rent had been mutually fixed at Rs.1,000/- (Rupees One Thousand Only) per month. He reiterated that the lease deed had been prepared at the instance of the defendant, that he had attempted to read the contents thereof but was prevented from doing so, and that neither the deed writer nor the Sub-Registrar had explained the contents of the lease deed to him. He further deposed that he came to know only in November, 2022 that the lease deed recorded the monthly rent as

Rs.1,000/- (Rupees One Thousand Only). He admitted having signed all the pages of the lease deed, but consistently denied all the material suggestions put on behalf of the defendant regarding payment of security amount and rent, validity of the lease deed, absence of fraud, alleged collusion on his part, and the falsity of the present suit.

52. In further support of the plaintiffs' case, **Plaintiff No. 2, Smt. Sarita Yadav, also examined herself as PW-9** and tendered her evidence by way of affidavit, which was exhibited as Ex. PW-9/A. In support of his testimony, she relied upon and proved the following documents:

S. No.	Documents	Exhibit(s)
1.	Print out of Tracking report of postal receipts. <i>(already exhibited as Ex.PW8/7 in the testimony of PW-8)</i>	Ex. PW9/1 (colly.)
2.	Print out Courier receipt of Notice dated 17.10.2022 <i>(already exhibited as Ex.PW8/8 in the testimony of PW-8)</i>	Ex. PW9/2 (colly.)
3.	Print out of Tracking report of postal receipts. <i>(already exhibited as Ex.PW8/15 in the testimony of PW-8)</i>	Ex. PW9/3
4.	Print out Courier receipt of Notice dated 21.11.2022 <i>(already exhibited as Ex.PW8/16 in the testimony of PW-8)</i>	Ex. PW9/4 (colly.)
5.	Print out of Tracking report of postal receipts of Notice dated 30.05.2023. <i>(already exhibited as Ex.PW8/22 in the testimony of PW-8)</i>	Ex. PW9/5

53. During her cross-examination conducted by learned counsel for the defendant, she denied the suggestions that the documents relied upon by her were false and fabricated or that she was deposing merely at the instance of Plaintiff No. 1. No other material admission could be elicited from her cross-examination.

54. No other witness was examined on behalf of plaintiffs. Thereafter, plaintiffs' evidence was closed vide dated 07.08.2025.

DEFENDANT'S EVIDENCE

55. In order to demolish the case, as set up by the plaintiffs, defendant stepped into witness box and examined herself as DW-1, who tendered her evidence by way of affidavit, which is exhibited as Ex. DW1/A, wherein she reiterated the contents of his written statement, which are not being reproduced herein for the sake of brevity. She has also relied upon her Aadhar Card Ex.DW1/1.

56. During her cross-examination, she was referred to the following document by the learned counsel for the plaintiffs, which were put to the said witness for the purpose of eliciting material admissions: –

S.No.	Documents	Exhibit(s)
1.	Police complaint dated 09.01.2019.	Ex. DW1/DA
2.	Pay slip for the month of February, 2021 issued by BWFS(I), Pvt. Ltd.	Ex. DW1/DB
3.	Appointment letter dated 09.11.2018.	Ex. DW1/DC
4.	Loan agreement dated 22.10.2019.	Ex. DW1/DD
5.	Agreement and receipt dated 23.06.2020.	Ex. DW1/DE and Ex. DW1/DF (OSR)

6.	Letter dated 04.05.2022 issued by BWFS (India) Pvt. Ltd.	Ex. DW1/DG
7.	Letter dated 29.07.2024 issued by Air India Sats Airport Services Pvt. Ltd.	Ex.DW1/DH

57. It is imperative to mention herein that during her cross-examination conducted by the learned counsel for the plaintiffs, she deposed that she is a graduate in BBA and had worked with BWFS and thereafter with Air India SATS Airport Services Pvt. Ltd. She stated that Plaintiff No.1 was her senior at the workplace, though she clarified that she reported to her Duty Manager and that Plaintiff No.1 was not her appointing authority. She further deposed that Plaintiff No.1 used to visit her house during festivals and had cordial relations with her family. She also stated that she had developed a physical relationship with Plaintiff No.1, which, according to her, continued from the year 2020 till 2022. She admitted that the photographs and signatures appearing on the loan application and loan agreement exhibited as Ex.PW7/1 and Ex.PW7/2 were those of herself, her mother and her father. She also admitted that the signatures of her mother appearing on the Sale Deed dated 26.12.2019 Ex.PW8/1 were genuine, though she stated that she had no knowledge of the contents thereof.

57.1 DW-1 further deposed in her cross examination that she and her mother intended to avail a loan of Rs.20,00,000/- to discharge the outstanding liability of her mother's committee amount. She stated that Plaintiff No.1 had proposed that she should pay him Rs.15,00,000/- in cash along with two blank cheques in order to obtain the suit property on lease. She further deposed that the said amount of Rs.15,00,000/- was paid to Plaintiff No.1 in the presence

of her parents at their house, though she could not remember the exact month in which the payment was made. She also stated that the proposal was made only in the presence of her family members. She further deposed that the two blank cheques referred to by her comprised one cheque belonging to her and another belonging to her mother, though she was unable to specify the bank on which her mother's cheque was drawn. She further stated that she was aware that Plaintiff No.1 had initiated proceedings on the basis of those cheques, though she could neither disclose the particulars nor the number of such cases.

57.2 DW-1 further deposed in her cross examination that the negotiations between the parties related to the rent of Rs.1,000/- per month and that such discussions had taken place on several occasions, including at her residence and over the telephone. She admitted that she had gone through the entire lease deed and had understood its contents. However, she admitted that the alleged payment of Rs.15,00,000/- in cash was not recorded anywhere in the lease deed. She also stated that she did not know whether the alleged payment of Rs.15,00,000/- was mentioned in the lease deed and, upon being asked to point out the relevant clause, admitted that no such recital existed therein. She further admitted that she possessed no receipt or documentary proof regarding the alleged payment of Rs.15,00,000/- to Plaintiff No.1.

57.3 DW-1 further deposed in her cross examination that she used to pay rent to Plaintiff No.1 in cash and had never paid rent through cheque or bank transfer. However, she admitted that she did not possess any documentary proof or rent receipt evidencing

payment of rent and was unable to specify the period for which rent had allegedly been paid. She also stated that after her marriage in January, 2023, she started residing separately from the suit property and that her mother was aware of the facts relating to payment of rent and other transactions concerning the suit property. She further stated that she herself was not aware of the steps taken by her mother after institution of the present suit with regard to tender of rent.

57.4 DW-1 further deposed in her cross examination that the suit property had been let out to her and not to her family. She expressed ignorance regarding the prevailing market rent of a property similar to the suit property. She also admitted that she could not remember the negotiations allegedly held in relation to Clause 20 of the lease deed despite having pleaded that the lease deed was executed after detailed discussions. She further admitted that she did not know whether her mother had signed the lease deed.

58. No other witness was examined on behalf of defendant. Thereafter, defendant's evidence was closed vide dated separate statement dated 19.01.2026.

ARGUMENTS ADVANCED BY THE LEARNED COUNSEL FOR PLAINTIFFS

59. Learned counsel for the plaintiffs addressed elaborate oral submissions and contended that the plaintiffs had succeeded in establishing their case by leading cogent, reliable and convincing oral as well as documentary evidence. It was argued that the testimony of Plaintiff No. 1 (PW-8), tendered by way of affidavit

Ex. PW-8/A, remained consistent throughout and stood duly corroborated by the independent witnesses examined by the plaintiffs as well as the documentary evidence proved on record.

60. He further contended that the defendant had failed to demolish the case of the plaintiffs during cross-examination and, on the contrary, had made several material admissions which lent substantial assurance to the plaintiffs' case.

61. He further contended that there was no dispute regarding the ownership of Plaintiff No. 1 over the suit property at the time of execution of the lease deed dated 10.02.2021. It was argued that the certified copy of the sale deed dated 08.04.2022, exhibited as Ex. PW-8/3, and the subsequent sale deed dated 18.05.2023, exhibited as Ex. PW-8/19, sufficiently established the chain of transactions relating to the suit property. It was further argued that the execution of the registered lease deed dated 10.02.2021, exhibited as Ex. PW-8/11, as well as the induction of the defendant into the suit property as a tenant, stood admitted by the defendant and, therefore, the real controversy before the Court was confined to the correctness of the terms incorporated therein and the allegation of fraud raised by the plaintiffs.

62. He further contended that the plaintiffs had successfully established that the parties had mutually agreed upon a monthly rent of Rs.10,000/- (Rupees Ten Thousand Only) together with an interest-free refundable security deposit of Rs.10,000/- (Rupees Ten Thousand Only), whereas the registered lease deed Ex. PW-8/11 fraudulently recorded both the monthly rent as well as the security

deposit as Rs.1,000/- (Rupees One Thousand Only) each. It was argued that the defendant, taking advantage of the cordial relations existing between the parties, in connivance with the deed writer and other associates, intentionally incorporated terms contrary to the actual understanding between the parties and procured the signatures of Plaintiff No. 1 by inducing him to believe that the document faithfully recorded the agreed conditions of tenancy.

63. He further contended that the testimony of PW-2 Sh. Kuldeep Kumar fully supported the plaintiffs' version regarding the negotiations which had taken place immediately before execution of the lease deed. It was argued that PW-2 categorically deposed that in his presence the monthly rent was settled at Rs.10,000/- (Rupees Ten Thousand Only) and that nothing material could be elicited during his cross-examination to discredit his testimony on this material aspect. It was further argued that merely because PW-2 had not read the contents of the lease deed before signing the same as an attesting witness, his testimony regarding the discussions preceding the execution of Ex. PW-8/11 could not be discarded.

64. He further contended that the plea raised by the defendant regarding payment of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash along with two blank signed cheques was wholly false, inherently improbable and unsupported by any documentary evidence. It was argued that despite claiming to have paid such a substantial amount in cash, the defendant admittedly possessed neither any receipt nor any written acknowledgment nor any independent documentary proof evidencing such payment. It was further argued that the defendant herself admitted during her cross-

examination that the registered lease deed Ex. PW-8/11 did not contain any recital whatsoever regarding the alleged payment of Rs.15,00,000/- (Rupees Fifteen Lakhs Only), thereby completely falsifying her own defence.

65. He further contended that the testimony of PW-1 Sh. Kamal Kumar and PW-7 Mr. Mohd. Zaid, the authorised representative of AU Small Finance Bank Limited, completely demolished the defence set up by the defendant. It was argued that the certified copy of the sale deed dated 26.12.2019 exhibited as Ex. PW-8/1, coupled with the loan application, loan agreement and statement of account of the defendant's mother exhibited as Ex. PW-7/1, Ex. PW-7/2, Ex. PW-7/3 and Ex. PW-7/4, clearly established that a substantial part of the sale consideration received by the defendant's mother had been directly deposited in her loan account for liquidation of the outstanding loan liability. It was argued that the said documentary evidence completely belied the defendant's plea regarding availability of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash at the alleged relevant period.

66. He further contended that the defendant had also failed to prove her plea regarding regular payment of rent. It was argued that although the defendant claimed to have paid rent in cash throughout the subsistence of the tenancy, she admittedly did not possess a single rent receipt, acknowledgment or any other documentary material evidencing such payments. Even during her cross-examination as DW-1, the defendant was unable to specify the exact period for which rent had allegedly been paid. It was, therefore, argued that the plea of payment of rent deserved to be

rejected outright.

67. He further contended that the conduct of the defendant throughout the transaction clearly demonstrated her dishonest intention. It was argued that despite repeated legal notices dated 16.04.2022, 17.10.2022, 21.11.2022 and 30.05.2023, exhibited as Ex.PW-8/2, Ex.PW-8/4, Ex.PW-8/12 and Ex.PW-8/20 respectively, the defendant neither paid the agreed rent nor vacated the suit property. It was further argued that the postal receipts, courier receipts and tracking reports exhibited as Ex.PW-8/5 to Ex.PW-8/16 further established that the plaintiffs had repeatedly called upon the defendant to honour her obligations, but she deliberately failed to do so.

68. He further contended that the testimony of PW-3 Sh. Naveen Kumar also lent substantial assurance to the plaintiffs' case. It was argued that PW-3 categorically deposed that before purchasing the suit property under the sale deed Ex. PW-8/3, the defendant herself admitted before him that certain arrears of rent were outstanding and further assured that she would continue paying rent at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per month and would vacate the premises by the end of the year 2022. It was further argued that when the defendant failed to honour her assurance, PW-3 was constrained to issue the legal notice dated 20.03.2023 exhibited as Ex. PW-8/18, which ultimately resulted in execution of the sale deed dated 18.05.2023 exhibited as Ex. PW-8/19.

69. He further contended that although the defendant attempted

to introduce allegations regarding the alleged personal relationship between herself and Plaintiff No. 1, the same were wholly irrelevant for adjudication of the present suit and had no bearing upon the validity of the registered lease deed Ex. PW-8/11 or the entitlement of the parties to the reliefs claimed. It was argued that the said allegations constituted an attempt to divert the attention of the Court from the real controversy involved in the present proceedings.

70. He further contended that the plaintiffs had duly terminated the tenancy by issuing the legal notice dated 30.05.2023, exhibited as Ex.PW-8/20, calling upon the defendant to hand over vacant and peaceful possession of the suit property. It was argued that despite service of the said notice, the defendant neither vacated the suit property nor complied with the demands contained therein and, therefore, her possession thereafter became wholly unauthorized, rendering her liable not only to hand over possession but also to pay damages and mesne profits for unauthorized use and occupation.

71. He further contended that the plaintiffs had also established the prevailing market rental value of the suit property through the testimony of PW-4 Sh. Sanjeev Upadhyay. It was argued that his evidence remained substantially unshaken during cross-examination and sufficiently established that a property similar to the suit property could ordinarily fetch rent much higher than the contractual rent. It was, therefore, argued that the plaintiffs were entitled to recover mesne profits and damages at the rate claimed in the plaint from the date the occupation of the defendant became unauthorized till delivery of vacant possession.

72. He further contended that the defendant had failed to discharge the burden cast upon her in respect of Issue Nos. 6, 7 and 8. It was argued that no material whatsoever had been placed on record to establish that the suit was liable to be rejected under Order VII Rule 11 of the Code of Civil Procedure, 1908, or that the suit had not been properly valued for the purposes of court fees and jurisdiction. It was, therefore, prayed that all the issues be decided in favour of the plaintiffs and against the defendant by declaring the registered lease deed dated 10.02.2021 exhibited as Ex. PW-8/11 to be void and liable to be cancelled, directing the defendant to hand over vacant and peaceful possession of the suit property, awarding arrears of rent, mesne profits, permanent injunction and costs of the suit.

ARGUMENTS ADVANCED BY THE LEARNED COUNSEL FOR DEFENDANT

73. *Per contra*, learned counsel for the defendant vehemently opposed the submissions advanced on behalf of the plaintiffs and contended that the present suit was wholly misconceived, devoid of any merit and had been instituted only with a view to wriggle out of the terms and conditions of a validly executed and registered lease deed. It was argued that the plaintiffs had deliberately suppressed material facts and had failed to approach the Court with clean hands. According to learned counsel, the plaintiffs had utterly failed to discharge the burden cast upon them for seeking a declaration that the registered lease deed dated 10.02.2021 exhibited as Ex. PW-8/11 was liable to be declared void on the ground of fraud and misrepresentation.

74. He further contended that the execution of the registered lease deed Ex.PW-8/11 was never in dispute. It was argued that Plaintiff No.1 admittedly signed each page of the said document and voluntarily presented himself before the office of the concerned Sub-Registrar for its registration. It was further argued that Plaintiff No.1 is an educated person, holding a responsible position in his employment, and was fully competent to understand the nature and contents of the document executed by him. According to learned counsel, the plea that Plaintiff No.1 was prevented from reading the lease deed was wholly unbelievable, particularly when he admittedly signed every page thereof.

75. He further contended that the registered lease deed Ex.PW-8/11 clearly stipulated the monthly lease rent as Rs.1,000/- (Rupees One Thousand Only) and also contained a lock-in period of ten years. It was argued that Clause 12 of the lease deed specifically provided that the first ten years would constitute the lock-in period during which the lease could not be terminated by either party in any manner whatsoever. According to learned counsel, the present suit had been instituted only to circumvent the binding effect of the said contractual stipulation.

76. He further contended that the defendant had consistently pleaded and deposed that, before execution of the lease deed, an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash, together with two blank signed cheques belonging to the defendant and her mother respectively, had been handed over to Plaintiff No.1 as mutually agreed between the parties. It was argued that in view of the substantial amount already paid by the defendant, the parties

had consciously agreed to fix the monthly lease rent at Rs.1,000/- (Rupees One Thousand Only), which stood duly incorporated in Ex.PW-8/11.

77. He further contended that the defendant had also explained during her testimony that she and Plaintiff No.1 had developed close personal relations while working in the same establishment and that Plaintiff No.1 used to frequently visit her residence. It was argued that the defendant, while appearing as DW-1, had candidly disclosed the nature of the relationship between the parties and had also explained the circumstances under which the lease transaction was entered into. According to learned counsel, the subsequent deterioration in the personal relationship between the parties, coupled with the defendant's second marriage, ultimately prompted Plaintiff No.1 to initiate the present proceedings with an ulterior motive.

78. He further contended that the testimony of Plaintiff No.1 itself created serious doubts regarding the truthfulness of the plaintiffs' case. It was argued that during his cross-examination, Plaintiff No.1 admitted having signed each page of the registered lease deed Ex.PW-8/11 and also admitted that he remained present at the office of the Sub-Registrar for about one hour. It was further argued that despite alleging that he had been prevented from reading the document, Plaintiff No.1 admittedly never lodged any complaint before the Sub-Registrar, the deed writer or any other authority at the relevant point of time.

79. He further contended that the plaintiffs had deliberately

withheld the best available evidence by not examining the deed writer who had prepared the lease deed. According to learned counsel, the non-examination of the deed writer warranted drawing of an adverse inference against the plaintiffs.

80. He further assailed the testimony of PW-2 Sh. Kuldeep Kumar by contending that the said witness admittedly did not read the contents of the lease deed before signing the same as an attesting witness and further admitted that he remained outside while the document was being prepared. It was argued that PW-2 was, therefore, not competent to depose regarding the contents of the lease deed or the circumstances in which the same came to be drafted and executed.

81. He further contended that the evidence led by the plaintiffs regarding the financial transactions of the defendant's mother did not conclusively establish that the defendant's family was not possessed of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash. It was argued that merely because certain documents relating to the loan account of the defendant's mother were exhibited as Ex. PW-7/1, Ex. PW-7/2, Ex. PW-7/3 and Ex. PW-7/4, it could not be inferred that the defence version stood disproved.

82. He further contended that the testimony of PW-3 Sh. Naveen Kumar was equally unreliable inasmuch as he admitted during his cross-examination that although the sale deed dated 08.04.2022 exhibited as Ex.PW-8/3 recorded delivery of physical possession, he sought to explain that actual possession had never been delivered to him. According to learned counsel, the oral

version of PW-3 was contrary to the recital contained in the registered sale deed itself and, therefore, deserved no reliance.

83. He further contended that the testimony of PW-4 Sh. Sanjeev Upadhyay regarding the prevailing market rent was merely in the nature of an opinion and could not form the basis for determination of mesne profits. It was argued that PW-4 admittedly possessed no licence as a property dealer and had not produced any documentary material or comparable lease transaction in support of his opinion regarding the prevailing rental value in the locality.

84. Learned counsel further submitted that the legal notices exhibited as Ex.PW-8/2, Ex.PW-8/4, Ex.PW-8/12 and Ex.PW-8/20, as well as the complaints exhibited as Ex. PW-8/17, were all unilateral documents prepared at the instance of the plaintiffs and did not constitute proof of the allegations contained therein. It was argued that the plaintiffs had failed to produce any independent evidence to substantiate their allegations of fraud, criminal intimidation or the alleged attempt of the defendant to create third-party interest in the suit property.

85. He further contended that the plaintiffs had failed to establish any fraud, coercion or misrepresentation in execution of the registered lease deed Ex. PW-8/11 and had consequently failed to prove their entitlement to any of the reliefs claimed in the plaint. It was accordingly prayed that the suit be dismissed with costs and all the issues be decided in favour of the defendant and against the plaintiffs.

86. Written arguments were filed on behalf of parties. I have

heard the final argument at length as advanced by Sh. Ajay Uppal, learned counsel for plaintiffs and Sh. V. S. Pawar, learned counsel for defendant and carefully perused the entire material available on record including the written arguments.

APPRECIATION OF EVIDENCE ON RECORD

87. Before proceeding further, it is important to point out the needle towards the fact that suits such as the present one, are to be decided on the basis of preponderance of probability.

88. It is relevant herein that, before appreciation of evidence and deciding the issues, the position of law as settled is that the onus of proof in civil trial is the obligation on the plaintiff that the plaintiff would adduce evidence that proves his claims on preponderance of probability against the defendant. As per the principles of Indian law, until and unless an exception is created by law, the burden of proof lies on the person making any claim or asserting any fact. A person who asserts a particular fact is required to affirmatively establish it.

89. Whether a civil or a criminal case, the anvil for testing of 'proved', 'disproved' and 'not proved', is one and the same. A fact is said to be 'proved' when, if considering the matters before it, the Court either believes it to exist, or considers its existence so probable that a prudent man ought, under the circumstances of a particular case, to act upon the supposition that it exists.

90. There is an essential distinction between burden of proof and onus of proof: burden of proof lies upon a person who has to prove the fact and which never shifts. Onus of proof shifts. Such a

shifting of onus is a continuous process in the evaluation of evidence. Burden of proof lies on the person who first asserts the fact and not on the one who denies that fact to be true.

91. The provision of law under **Section 119 of the Bhartiya Sakshya Adhiniyam, 2023** reads as under: -

“119 (1)– Court may presume existence of certain facts. – The court may presume the existence of any fact which it thinks likely to have happened, regards being had to the common course of natural events, human conduct and public and private business, in their relations to the facts of the particular case.”

MY ISSUE(S) WISE FINDINGS ARE AS FOLLOWS:-

ISSUE No. 6

Whether the suit is liable to be rejected under Order VII Rule 11 CPC? OPD

92. The onus to prove this issue was upon the defendant.

93. Order VII Rule 11 of the Code of Civil Procedure, 1908 (*hereinafter referred to as “CPC”*) provides specific grounds on which a plaint can be rejected, namely: (a) where it does not disclose a cause of action; (b) where the relief claimed is undervalued and the plaintiff fails to correct valuation; (c) where the plaint is insufficiently stamped and the plaintiff fails to supply requisite court fee; (d) where the suit appears from the statement in the plaint to be barred by any law; and (e) where the plaint is not filed in duplicate.

94. It is settled law that while considering an objection under Order VII Rule 11 CPC, the Court must confine itself to the

averments contained in the plaint and the documents filed along with it. The defence taken in the written statement or the merits of the case cannot be looked into at this stage. The test is whether, on a meaningful reading of the plaint, it discloses a cause of action and whether the suit is barred by law on the face of the plaint itself.

95. In the present case, a meaningful reading of the plaint clearly discloses the cause of action. Plaintiffs have specifically pleaded that Plaintiff No.1 is the owner of the suit property; that the registered lease deed dated 10.02.2021 exhibited as Ex.PW-8/11 was allegedly executed as a consequence of fraud and misrepresentation practised by the defendant; that the agreed terms relating to the monthly rent, security deposit and duration of the lease were fraudulently altered without the knowledge and consent of Plaintiff No.1; that the tenancy was subsequently terminated by legal notice dated 30.05.2023 exhibited as Ex.PW-8/20; and that despite such termination, the defendant failed to vacate the suit property or clear the alleged arrears of rent. On the basis of the aforesaid pleadings, the plaintiffs have sought reliefs of declaration, cancellation of the lease deed, possession, recovery of arrears of rent, mesne profits and permanent injunction. Whether the allegations of fraud or misrepresentation are ultimately proved or not is a matter of trial. At this stage, the plaint cannot be rejected merely because the defendant disputes the facts or sets up a different version.

96. In view of foregoing discussion, this Court is of the considered opinion that the defendant has failed to establish that the plaint is liable to be rejected under any of the clauses of Order VII

Rule 11 of the CPC. Accordingly, Issue No. 6 is decided against the defendant and in favour of the plaintiffs.

ISSUE No. 1:-

Whether the plaintiffs are entitled to the decree of declaration, as prayed for? OPP

97. The onus to prove this issue was upon the plaintiffs.

98. By way of the present issue, this Court is required to determine whether the plaintiffs have succeeded in establishing that the registered lease deed dated 10.02.2021, registered on 11.02.2021 before the office of the Sub-Registrar-IV-B, Vivek Vihar, Delhi, bearing Registration No.1332 in Book No.1, Volume No.2512, pages 60 to 64, exhibited as Ex.PW8/11, is liable to be declared void and cancelled on the ground that the same was procured by practising fraud and misrepresentation upon Plaintiff No.1.

99. Before advertng to the rival contentions, it is pertinent to note that certain foundational facts are either admitted or are no longer in dispute between the parties. There is no dispute that Plaintiff No.1 was the owner of the suit property when the lease deed Ex.PW-8/11 came to be executed. Likewise, there is no dispute that the defendant was inducted into the suit property under the said lease deed. The execution and registration of Ex.PW-8/11 are also admitted. The signatures of Plaintiff No.1 appearing on every page of the said lease deed have not been disputed by him. The controversy, therefore, is not regarding execution of the

document, but regarding the correctness of its contents and the circumstances in which Plaintiff No.1 came to execute the same.

100. The entire case of the plaintiffs rests upon the allegation that although the parties had orally agreed that the defendant would occupy the suit property on a monthly rent of Rs.10,000/- (Rupees Ten Thousand Only) upon payment of an interest-free refundable security deposit of Rs.10,000/- (Rupees Ten Thousand Only), the defendant, in conspiracy with the deed writer and her family members, fraudulently incorporated the monthly rent as Rs.1,000/- (Rupees One Thousand Only), the refundable security deposit also as Rs.1,000/- (Rupees One Thousand Only), and further inserted a clause prohibiting termination of the tenancy for a period of ten years without the knowledge or consent of Plaintiff No.1.

101. Since the relief claimed is one for declaration and cancellation of a registered document, the burden resting upon the plaintiffs is necessarily heavy.

102. A registered document carries with it a presumption regarding its due execution and genuineness. Consequently, a person seeking to avoid the effect of such a registered instrument is required to establish, by cogent and convincing evidence, that the execution of the document was vitiated by fraud, coercion, misrepresentation or any other legally recognized ground. Mere allegation of fraud, however serious, cannot take the place of proof.

103. In the present case, the plaintiffs have alleged that Plaintiff No.1 attempted to read the lease deed before signing it, but was hurried by the defendant and the deed writer on the pretext that

there was insufficient time for registration before the office of the Sub-Registrar. It is their case that relying upon the assurances extended by the defendant, her mother and the deed writer that the document faithfully reflected the agreed terms, Plaintiff No.1 signed the lease deed without reading its contents.

104. Fraud is undoubtedly one of the recognized grounds for avoiding a contract or a registered instrument. However, fraud is never presumed. It has to be specifically pleaded and affirmatively proved. The Court is therefore required to carefully scrutinize whether the evidence led by the plaintiffs inspires sufficient confidence to displace the evidentiary value ordinarily attached to a registered document.

105. PW-8, during his cross-examination, candidly admitted that he had signed every page of the lease deed. It is equally not in dispute that Plaintiff No.1 voluntarily appeared before the office of the concerned Sub-Registrar for registration of the said document. The plaintiffs have neither pleaded nor proved that the signatures appearing upon Ex.PW-8/11 were forged or obtained upon blank papers. Their case is only that Plaintiff No.1 was prevented from reading the document before signing the same.

106. The explanation offered by the plaintiffs does not inspire the confidence of this Court. Perusal of lease deed Ex.PW-8/11 clearly shows that the recital regarding the monthly lease rent of Rs. 1,000/- (Rupees One Thousand Only) appears immediately above the signatures of the executant in the lease deed and, therefore, the plea that Plaintiff No.1 remained unaware that the rent had been

recorded as Rs.1,000/- (Rupees One Thousand Only) is wholly unconvincing. Plaintiff No.1 is admittedly a literate person holding a responsible position in his employment. A person of such educational background and experience cannot ordinarily be presumed to have executed a registered document affecting valuable rights in an immovable property without satisfying himself regarding its contents.

107. Another circumstance which assumes significance is that Ex.PW8/11 itself reveals that the stamp paper upon which the lease deed was executed had been purchased by Plaintiff No.1 himself.

108. Had the plaintiffs' case been that the entire document was prepared behind the back of Plaintiff No.1 without his participation, the purchase of stamp paper by Plaintiff No.1 might have assumed a different complexion. However, the admitted purchase of the stamp paper by Plaintiff No.1 lends support to the fact that he was an active participant in the process culminating in the execution of the registered lease deed.

109. Though the purchase of stamp paper by itself does not conclusively establish that Plaintiff No.1 had read every clause of the lease deed, it certainly weakens the allegation that the entire transaction was orchestrated solely by the defendant behind his back.

110. A substantial part of the plaintiffs' case proceeds on the allegation that the deed writer actively participated in misleading Plaintiff No.1 regarding the contents of the lease deed.

111. Surprisingly, despite making such serious allegations, the plaintiffs neither examined the deed writer as witness nor summoned him through the process of the Court.

112. The deed writer was perhaps the most material witness available to the plaintiffs. He alone could have thrown light upon the circumstances in which Ex.PW-8/11 came to be drafted, the person who instructed him regarding its contents, whether any draft was prepared, whether the clauses were read over to the parties and whether any objection was raised before execution.

113. In the absence of the testimony of the deed writer, the Court is left only with the oral assertions of Plaintiff No.1, which remain unsupported by the testimony of the very person against whom allegations of active participation in the alleged fraud have been levelled. The non-examination of such a material witness undoubtedly assumes significance while appreciating the plea of fraud.

114. Equally important is the fact that the plaintiffs have not chosen to examine the concerned Sub-Registrar before whom Ex.PW8/11 was registered. Plaintiff No.1 has nowhere alleged that the registration proceedings themselves were fraudulent or that the Sub-Registrar acted improperly. On the contrary, Ex.PW8/11 records the usual endorsements made during registration proceedings. The relevant portion is reproduced herein for the reference: -

“Contents of the document explained to the parties who understand the conditions and admit them as correct. Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence.

Registrar/Sub Registrar”

115. The plaintiffs have also not placed on record any complaint lodged against the concerned Sub-Registrar alleging that the document was registered without compliance with the prescribed procedure.

116. Had Plaintiff No.1 actually discovered that a fraudulent document had been registered by taking advantage of his ignorance regarding its contents, one would ordinarily expect some complaint against the deed writer or before the registration authorities. No such contemporaneous complaint has been brought on record.

117. The testimony of PW-2 Sh. Kuldeep Kumar also does not materially advance the case of the plaintiffs. Although PW-2 deposed that before proceeding to the office of the Sub-Registrar, it was discussed that the monthly rent would be Rs.10,000/-, he himself admitted during cross-examination that he never read the lease deed before signing it as an attesting witness. He further admitted that Plaintiff No.1 also did not read the lease deed in his presence; that he did not know at whose instance the deed writer had prepared the document; that the deed writer did not explain the contents in his presence; and that he himself remained outside while the lease deed was being prepared. In these circumstances, PW-2 can only depose regarding the discussions allegedly held before execution of the document. He is not in a position to depose regarding the actual preparation of Ex.PW-8/11 or the alleged fraudulent incorporation of its clauses.

118. Equally significant is the conduct of the attesting witness himself. An attesting witness is expected to satisfy himself regarding the document which he attests. PW-2 admittedly appended his signatures without reading the contents of the lease deed. His own conduct, therefore, does not inspire sufficient confidence to accept the plaintiffs' plea that the document was executed under circumstances amounting to fraud.

119. The plaintiffs have repeatedly asserted that Plaintiff No.1 came to know about the alleged fraud only after obtaining the certified copy of Ex.PW8/11 in November, 2022 as the original lease deed remained with the defendant. However, except for this explanation, no satisfactory material has been placed on record to show that any immediate complaint was lodged either against the deed writer or before the registering authority alleging that the contents of the registered document had been fraudulently altered. No contemporaneous complaint addressed to the Sub-Registrar, no representation seeking inquiry into the alleged fraud and no proceedings against the deed writer have been brought on record. Such omission assumes significance when the plaintiffs seek cancellation of a registered instrument on serious allegations of fraud.

120. Upon an overall appreciation of the oral as well as documentary evidence, this Court is of the considered opinion that the plaintiffs have failed to establish, on the touchstone of preponderance of probabilities, that the registered lease deed dated 10.02.2021, exhibited as Ex.PW-8/11, was procured by fraud, misrepresentation or deceit or that its contents were fraudulently

altered without the knowledge and consent of Plaintiff No.1. Consequently, the plaintiffs have failed to make out any case for grant of a decree of declaration or cancellation of the said registered lease deed. **Accordingly, Issue No.1 is decided against the plaintiffs and in favour of the defendant.**

ISSUE No. 8

Whether the defendant gave Rs. 15 Lacs as well as blank signed cheques to plaintiff no. 1, subsequent to which lease agreement dated 10.02.2021 was executed? OPD

121. The onus to prove this issue was upon the defendant.

122. The principal defence set up by the defendant is that prior to execution of the registered lease deed dated 10.02.2021 exhibited as Ex.PW8/11, she had paid a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash to Plaintiff No.1 along with two blank signed cheques, one belonging to herself and the other belonging to her mother. According to the defendant, it was on account of such substantial payment that the parties consciously agreed to fix the monthly lease rent at Rs.1,000/- (Rupees One Thousand Only), and accordingly the said term came to be incorporated in the registered lease deed.

123. Since the aforesaid plea constitutes a positive assertion made by the defendant, the burden of proving the same squarely rests upon her. It is a settled that a party who asserts payment of a substantial amount in cash must establish such payment by leading cogent, convincing and reliable evidence. Mere oral assertions, particularly in relation to transactions involving considerable

amounts, ordinarily do not inspire confidence unless supported by contemporaneous documentary evidence or other reliable corroboration.

124. In order to discharge the aforesaid burden, the defendant examined herself as DW-1 and reiterated the averments made in her written statement through her affidavit Ex. DW-1/A. However, a careful appreciation of her cross-examination reveals that several material admissions have substantially weakened her defence.

125. During her cross-examination, DW-1 deposed that the alleged payment of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) was made in cash at her residence in the presence of her parents. However, she admitted that she could not even remember the month in which such payment was allegedly made. Considering that the alleged payment was of a substantial sum, inability of the defendant to even specify the approximate date or month of such transaction considerably diminishes the reliability of her version.

126. DW-1 further deposed that two blank signed cheques, one belonging to her and another belonging to her mother, were also handed over to Plaintiff No.1. However, she was unable to disclose even the particulars of the cheque allegedly belonging to her mother or the bank upon which the same was drawn. She further deposed that Plaintiff No.1 had instituted proceedings on the basis of those cheques, yet she was unable to furnish any particulars whatsoever regarding such proceedings. No documentary material relating to the alleged cheques or any proceedings arising therefrom has been placed on record.

127. More importantly, DW-1 candidly admitted during her cross-examination that the alleged payment of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) does not find mention anywhere in the registered lease deed Ex.PW8-/11. She further admitted that she could not point out any clause in Ex.PW8-/11 recording such payment. This admission assumes considerable significance because, according to the defendant herself, the alleged payment constituted the very foundation for fixing the monthly rent at the rate of Rs.1,000/- (Rupees One Thousand Only). If such a substantial payment had indeed formed an integral part of the transaction, its complete absence from the registered instrument creates a serious dent in the defence version.

128. DW-1 also admitted in her cross examination that she did not possess any receipt, acknowledgment or other documentary proof evidencing payment of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) to Plaintiff No.1. No independent witness, including her parents, in whose presence the payment was allegedly made, was examined by the defendant to corroborate her testimony. The defendant also failed to produce any contemporaneous document reflecting withdrawal, availability or delivery of such huge cash amount.

129. The plaintiffs, on the other hand, examined PW-1 Sh. Kamal Kumar and PW-7 Mr. Mohd. Zaid from AU Small Finance Bank Limited. PW-1 deposed regarding the sale transaction executed by the defendant's mother through Sale Deed dated 26.12.2019, exhibited as Ex.PW-8/1, whereas PW-7 proved the loan documents and statement of account of the defendant's mother exhibited as Ex. PW-7/1 (Colly.), Ex. PW-7/2 (Colly.), Ex. PW-7/3 and Ex. PW-7/4.

Though these documents may not conclusively establish that the defendant's family could never have possessed Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash, they certainly render the defence version less probable, particularly when considered along with the admissions made by DW-1 during her cross-examination.

130. Equally significant is the fact that despite pleading that the defendant regularly paid monthly rent in cash, DW-1 admitted in her cross examination that she did not possess a single rent receipt or documentary proof regarding payment of rent. She was further unable to specify the exact period for which such rent had allegedly been paid. Though these admissions directly pertain to the issue of arrears of rent, they also reflect upon the overall credibility of the defence version regarding the financial arrangement allegedly entered into between the parties.

131. Learned counsel for the defendant argued that the parties had consciously agreed to a monthly rent because Plaintiff No.1 had already received Rs.15,00,000/- (Rupees Fifteen Lakhs Only). However, except for the self-serving testimony of DW-1, no independent evidence has been produced to substantiate such plea. It is difficult to accept that a prudent person would part with a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) in cash, together with two blank signed cheques, without insisting upon even a single written acknowledgment or ensuring incorporation of such an important term in the registered lease deed itself.

132. This Court is, therefore, of the considered opinion that the defendant has failed to discharge the burden cast upon her for proving that she had paid Rs.15,00,000/- (Rupees Fifteen Lakhs

Only) in cash along with two blank signed cheques to Plaintiff No.1 before execution of the registered lease deed Ex.PW8/11.

133. However, it is equally necessary to observe that the failure of the defendant to establish the aforesaid plea does not, by itself, lead to the conclusion that the plaintiffs have proved the allegations of fraud or misrepresentation in execution of Ex.PW8/11.

134. It is a settled principle of civil jurisprudence that the plaintiffs must succeed on the strength of their own evidence and not on the weakness of the defence. Even if the Court were to discard the defendant's plea regarding payment of Rs.15,00,000/-, that circumstance, by itself, does not establish that Ex.PW-8/11 was obtained by practising fraud or misrepresentation upon Plaintiff No.1.

135. In *M/s. Sita Ram Iron Foundry and Engineering Works vs. Hindustan Technocast (P) Ltd. & Anr.*, C.O. (Comm.IPD-TM) No. 150/2021 decided on 09.07.2025 (2025: DHC: 5395), Hon'ble High Court of Delhi held, as under:

“26. Holding that a plaintiff must succeed on the basis and on the strength of his own case, and not on the strength of deficiencies in defendant’s case, this Court in the case of *Sunil Sood Versus Shri Krishna Builders and Others*, 2018 SCC OnLine Del 11204, has observed as follows:

16. ...

(ii) ...

26. ... Plaintiff cannot seek to prove his case in an indirect manner by urging that defendants' case has a certain deficiency or that there has been non-compliance of a certain legal provision on their part. Plaintiff cannot succeed on the basis of failure, if any, on the part of a defendant to prove his case and plaintiff must stand on its own legs. To put it in other words, a plaintiff must succeed on the basis and on the strength of his own case

and not on the strength of deficiencies, if any, in defendant's case. He cannot raise the edifice of his case by highlighting the deficiencies / loopholes in defendants' case. In this regard, the following decisions can be referred to: Sankar Kumar v. Mohanlal Sharma, AIR 1998 Ori 117; Shiv Nandan Sachdeva (Sh.) v. Smt. Ruby, 2009 V (Delhi) 55; Umesh Bondre v. Wilfred Fernandes, AIR 2007 Bom 29; M.P. Narayan v. Smt. Sudhadevi, AIR 1986 Cal 256; State of West Bengal v. Subimal Kumar Mondal, AIR 1982 Cal 251 and Sayed Muhammed Mashur Kunhi Koya Thangal v. Badagara Jumayath Palli Dharas Committee, (2004) 7 SCC 708 : JT (2004) 6 SC 556.”

27. Similarly, in the case of Devender Bhati Versus Chander Kanta, 2015 SCC OnLine Del 14224, it has been held as follows:

“xxx xxx xxx

37. In Harish Mansukhani (*supra*), the Division Bench noticed that the plaintiff has to prove his case and had to stand on his own legs. Similarly, in Ganpatlal (*supra*), the Madhya Pradesh High Court took note of the elementary rule of civil litigation in this country that the plaintiff must stand or fall on the strength of his own case. ...

xxx xxx xxx”

28. The doctrine that a plaint / petition must stand on its own legs is a fundamental principle of law, which emphasizes that a plaintiff / petitioner must substantiate its claims with credible evidence, irrespective of the weakness in the case of the defendant / respondent.”

136. As already held while deciding Issue No.1, the plaintiffs were independently required to establish the grounds on which cancellation of the registered lease deed was sought. The weakness or failure of the defence cannot substitute proof of the plaintiffs' own case. Accordingly, Issue No.8 is decided against the defendant and in favour of the plaintiffs.

ISSUE No. 2

Whether the plaintiffs are entitled to the decree of possession of suit

property, as prayed for? OPP

137. The onus to prove this issue was upon the plaintiffs.

138. The plaintiffs have sought a decree of possession primarily on the premise that the registered lease deed dated 10.02.2021, exhibited as Ex.PW-8/11, was procured by practising fraud and misrepresentation and, therefore, deserved to be declared void and cancelled. It is only on the strength of such plea that the plaintiffs have asserted that the tenancy stood validly terminated by legal notice dated 30.05.2023, exhibited as Ex.PW-8/20, and that the defendant thereafter became an unauthorized occupant liable to be evicted.

139. However, this Court has already returned a categorical finding while deciding Issue No.1 that the plaintiffs have failed to establish the allegations of fraud, deceit or misrepresentation in the execution of the registered lease deed Ex.PW-8/11. Consequently, the plaintiffs have not been granted the relief of declaration or cancellation in respect of the said document. The inevitable consequence thereof is that the rights and obligations of the parties continue to be regulated by the terms and conditions incorporated in the registered lease deed Ex.PW-8/11 itself.

140. A careful perusal of Ex.PW-8/11 shows that the parties consciously reduced their agreement into writing and got the same registered before the competent Sub-Registrar. The said lease deed records the monthly rent, the security amount, the duration of the lease and other reciprocal rights and obligations of the parties. More importantly, the said lease deed specifically contains a stipulation

regarding the duration of the tenancy and the lock-in period agreed between the parties.

141. Clause 12 of lease deed Ex.PW8/11 specifically provides that the initial period of ten years shall constitute the lock-in period and that during the said period neither party shall terminate the lease. The said clause forms part of a registered instrument voluntarily executed by the parties. Since the challenge to the validity of lease deed Ex.PW-8/11 has already failed, this Court is bound to give effect to its terms unless the same are shown to be unenforceable in law, which is not the case pleaded or proved before this Court.

142. The principal submission advanced on behalf of the plaintiffs was that the tenancy stood terminated by service of legal notice dated 30.05.2023, exhibited as Ex.PW-8/20. However, mere issuance of a notice by one party cannot, by itself, override the contractual obligations voluntarily undertaken under a registered lease deed. Once the plaintiffs have failed to establish that Ex.PW-8/11 deserves to be avoided on account of fraud or misrepresentation, they cannot selectively disregard one of its material stipulations while simultaneously relying upon the relationship of landlord and tenant created by the very same document.

143. This Court is also unable to lose sight of the fact that the lease deed Ex.PW-8/11 is admittedly signed by Plaintiff No.1 on each of its pages. The execution and registration of the document are not in dispute. Consequently, the contractual stipulations

embodied therein cannot be ignored while adjudicating the prayer for possession.

144. The evidence led by the plaintiffs regarding repeated legal notices, namely Ex.PW8/2, Ex.PW8/4, Ex.PW8/12 and Ex.PW8/20, may demonstrate that demands were made upon the defendant from time to time. However, those notices cannot have the effect of nullifying or superseding the contractual stipulations contained in the registered lease deed Ex.PW-8/11, particularly when the said document has not been cancelled or declared void by a competent Court.

145. In the considered opinion of this Court, once the prayer for declaration and cancellation of Ex.PW8/11 has failed, the legal relationship between the parties continues to be governed by the terms of the said registered lease deed. In the absence of any legally sustainable ground enabling the plaintiffs to disregard the lock-in clause contained therein, this Court finds no legal basis to direct recovery of possession of the suit property from the defendant at this stage.

146. Accordingly, this Court holds that the plaintiffs have failed to establish their entitlement to a decree of possession in respect of the suit property. **Issue No.2 is, therefore, decided against the plaintiffs and in favour of the defendant.**

ISSUE No.3

Whether the plaintiffs are entitled to recovery of arrears of rent, if so, for what period and at what rate? OPP

And

ISSUE No.4

Whether the plaintiffs are entitled to the decree of damages / mesne profits, as prayed for? OPP

147. Since both the aforesaid issues arise out of the same transaction and involve common questions of fact and law relating to the liability of the defendant to pay rent during the subsistence of the tenancy and damages thereafter, both the issues are taken up together for the sake of convenience and to avoid repetition of discussion. The onus to prove both these issues was upon the plaintiffs.

148. The first question requiring determination is whether the plaintiffs have proved that the defendant was liable to pay rent at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per month as claimed in the plaint.

149. The plaintiffs have consistently pleaded that although the parties had orally agreed upon a monthly rent of Rs.10,000/- (Rupees Ten Thousand Only), the defendant fraudulently got the rent mentioned in the registered lease deed as Rs.1,000/- (Rupees One Thousand Only). However, while deciding Issue No.1, this Court has already held that the plaintiffs failed to establish the alleged fraud or misrepresentation and consequently failed to obtain any declaration or cancellation of the registered Lease Deed Ex. PW-8/11.

150. Once lease deed Ex. PW8/11 has been held to be a valid and binding document, the contractual terms incorporated therein

continue to regulate the rights and liabilities of the parties. Clause relating to payment of rent specifically records that the agreed monthly rent shall be Rs.1,000/- (Rupees One Thousand Only). In the absence of cancellation, rectification or avoidance of the said registered document, the plaintiffs cannot claim arrears of rent on the basis of an alleged oral understanding contrary to the written contract.

151. Accordingly, this Court is of the considered opinion that the plaintiffs have failed to establish their entitlement to arrears of rent at the rate of Rs.10,000/- (Rupees Ten Thousand Only) per month as claimed. Nevertheless, they remain entitled to recover rent strictly in accordance with the terms of the registered Lease Deed Ex. PW8/11.

152. The next question is whether the defendant has been able to establish that she regularly paid the contractual rent of Rs.1,000/- (Rupees One Thousand Only) per month as alleged.

153. In her written statement as well as in her affidavit Ex. DW1/A, the defendant asserted that she regularly paid the monthly rent in cash and that no amount was due towards the plaintiffs. However, a careful scrutiny of her cross-examination reveals that the said plea remains completely unsubstantiated.

154. During her cross-examination, DW-1 categorically admitted that she had always paid rent in cash and had never made payment through cheque, bank transfer or any other banking mode. She further admitted that she did not possess a single rent receipt, acknowledgment, diary entry, bank record or any documentary

material whatsoever evidencing payment of rent. More importantly, she was unable even to specify the period up to which the rent had allegedly been paid.

155. These admissions assume considerable significance. A tenant who asserts regular payment of rent throughout the tenancy is expected to possess at least some contemporaneous material indicating such payments, particularly where the relationship between the parties has admittedly become strained and multiple legal notices had been exchanged. The complete absence of any documentary proof coupled with the inability of DW-1 to even disclose the period for which rent had allegedly been paid materially weakens the defence.

156. The defendant also did not examine her mother or any other independent witness who could have corroborated the alleged cash payments. Even according to DW-1 herself, her mother was aware of the facts relating to payment of rent. Despite such assertion, the defendant withheld the best available evidence without offering any plausible explanation.

157. It is equally noteworthy that although the defendant pleaded that after institution of the suit the plaintiffs refused to accept rent, no material has been placed on record to show that she ever attempted to deposit rent before any competent Court or authority or adopted any legally recognized mode for discharge of her alleged obligation. Such conduct is inconsistent with the stand of a tenant genuinely willing to perform her contractual obligations.

158. In these circumstances, this Court finds that the defendant

has failed to establish that she had paid the contractual rent reserved under Ex.PW-8/11. Consequently, the plaintiffs are entitled to recover arrears of rent at the contractual rate of Rs. 1,000/- (Rupees One Thousand Only) per month for the period claimed.

159. Turning now to Issue No.4, the plaintiffs have claimed mesne profits/damages at the rate of Rs. 25,000/-(Rupees Twenty-Five Thousand Only) per month from June 2023 onwards. The claim for mesne profits presupposes that the defendant's occupation became unauthorized after termination of tenancy. However, while deciding Issue No.2, this Court has already held that the plaintiffs are not entitled to possession at this stage, the lease deed Ex.PW-8/11 being valid and binding with a lock-in period of ten years.

160. Once the lease deed stands, the defendant's occupation cannot be treated as unauthorized. The repeated legal notices issued by the plaintiffs may demonstrate their demands, but they cannot override the contractual stipulations of Ex.PW-8/11. Unless the said lease deed is avoided or cancelled, the defendant's occupation remains lawful under its terms.

161. Accordingly, this Court holds that the plaintiffs are entitled to recover arrears of rent at the contractual rate of Rs.1,000/- (Rupees One Thousand Only) per month from 15.02.2021 till the filing of the suit, but are not entitled to mesne profits or damages thereafter. **Issue No.3 is, therefore, decided partly in favour of the plaintiffs to the limited extent indicated above, while Issue No.4 is decided against the plaintiffs and in favour of the defendant.**

ISSUE No. 5

Whether the plaintiffs are entitled to the decree of permanent injunction, as prayed for? OPP

162. The onus to prove this issue was upon the plaintiffs.

163. The plaintiffs have sought a decree of permanent injunction restraining the defendant, her assignees, agents, trustees, associates, heirs, executors, any other person claiming through her from creating assigning any interest and/or alienating, transferring encumbering or creating third party interest in the suit property. Their apprehension is that the defendant, despite subsisting tenancy, may attempt to induct paying guests or otherwise part with possession of the premises to third parties.

164. It is an admitted position that the suit property belongs to the plaintiffs. The defendant herself has not disputed that Plaintiff No.1 was the owner at the time of execution of the lease deed Ex.PW-8/11, and that she was inducted as tenant into the premises under the said lease deed.

165. A careful perusal of Ex.PW-8/11 shows that Clause 4 thereof specifically prohibits the lessee (defendant herein) from sub-letting the whole or any part of the premises to any other person in any manner. This stipulation forms part of a registered instrument voluntarily executed by the parties and is binding upon them.

166. Thus, even though the lease deed has been held valid and binding, the defendant cannot, under its terms, create any third-party interest in the suit property, in any manner. The

plaintiffs, being the admitted owners, are entitled to enforce this negative covenant against the defendant.

167. In view of foregoing discussion, this Court finds that the plaintiffs have established their entitlement to a decree of permanent injunction restraining the the defendant, her assignees, agents, trustees, associates, heirs, executors, any other person claiming through her from creating assigning any interest and/or alienating, transferring encumbering or creating third party interest in the suit property, in their favour and against the defendant. **Accordingly, Issue No.5 is decided in favour of the plaintiffs and against the defendant.**

ISSUE No. 7

Whether the suit has been valued property for the purpose of court fees? OPD

168. The onus to prove this issue was upon the defendant.

169. It is a settled principle of law that the valuation of a suit for the purposes of court fees and jurisdiction must be determined on the basis of the reliefs claimed in the plaint. The defendant, who challenges such valuation, must demonstrate that the valuation adopted by the plaintiffs is either arbitrary, incorrect, or contrary to law.

170. In the present case, the plaintiffs have sought reliefs of declaration, cancellation of the registered lease deed Ex.PW-8/11, possession of the suit property, recovery of arrears of rent, mesne profits and permanent injunction. The plaint specifically discloses the valuation adopted for each relief and the corresponding court

fee paid thereon.

171. The defendant has not placed on record any material to show that the valuation adopted by the plaintiffs is incorrect or that the court fee paid is deficient. No evidence has been led to demonstrate that the market value of the suit property was higher than what has been disclosed, or that the reliefs claimed required payment of additional court fee under the Court Fees Act, 1870.

172. Mere bald assertion in the written statement, without substantiating evidence, cannot discharge the burden cast upon the defendant under this issue.

173. Accordingly, this Court finds that the suit has been properly valued for the purposes of court fees and jurisdiction, and the requisite court fee has been paid. **Issue No. 7 is, therefore, decided against the defendant and in favour of the plaintiffs.**

ISSUE No. 9

Relief

174. In view of the findings under Issues Nos. 1, 2, 3, 4, 5, 6, 7 and 8, the suit is hereby *decreed partly* in favour of the plaintiffs and against the defendant with the following reliefs:

- 1) A decree is passed in favour of the plaintiffs for recovery of arrears of rent at the contractual rate of Rs.1,000 (Rupees One Thousand only) per month from 15.02.2021 to till the filing of the suit.
- 2) A decree of permanent injunction is passed restraining the defendant, her assignees, agents, trustees, associates, heirs, executors, or any person claiming through her from sub-letting, alienating, transferring, encumbering or creating third-party interest in the suit property i.e. property bearing Municipal No. 8/53 (Second Floor without roof), Plot No. 53,

Block No. 8, Ram Gali, Vishwas Nagar, Illaqa Shahdara, Delhi-110032, admeasuring 100 square yards, comprising two bedrooms (one with attached toilet and bathroom), one kitchen, one separate toilet and bathroom and a lobby area.

- 3) The remaining reliefs of declaration, cancellation of lease deed Ex.PW-8/11, possession, mesne profits and damages are hereby declined.
- 4) Parties are left to bear their own costs.

175. Decree sheet be drawn accordingly subject to furnishing deficient court fee, if any.

176. Any application, if pending on record, is also disposed of accordingly.

177. File be consigned to the record room after due compliance.
(Typed to the dictation directly, corrected and pronounced in open court on 29.07.2026).

(GAURAV)
DISTRICT JUDGE-01
SHAHDARA DISTRICT
KARKARDOOMA COURTS
DELHI

Certified that this judgment contains 64 pages and each page bears my signature.

(GAURAV)
DISTRICT JUDGE-01
SHAHDARA DISTRICT
KARKARDOOMA COURTS
DELHI