



\$~O-30

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 172/2021, CC 8/2021, CRL.M.A. 12492/2021, I.A. 4195/2021, I.A. 9926/2021 and I.A. 5850/2024**

RAJINDER SINGH BHATIAPlaintiff

Through: *Appearance not given.*

versus

MANJU BHATIADefendant

Through: Mr.Manoj Singh, Advocate.

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER
% **13.08.2025**

I.A. 9927/2021 (under Order XII Rule 6 of CPC)

1. Heard learned counsel appearing on behalf of the parties.
2. Learned counsel for the applicant, in the present application, has drawn the Court's attention to paragraph no. 4 of Document No. 6. He has extensively argued that there is an unequivocal admission by the defendant regarding the execution of the Relinquishment Deed dated 02.07.2010, whereby the defendant relinquished 20% of her share in favour of the plaintiff. He further submits that the said deed contains no mention whatsoever of any right granted to the defendant to reside in the suit property during her lifetime.
3. He contends that, as the document does not confer any life interest, any plea to the contrary cannot be entertained. He also points out that the



written statement filed by the defendant does not contain any clear admission regarding such a life interest. In these circumstances, he submits that the provisions of Order XII Rule 6 of the Code of Civil Procedure, 1908, are attracted, and the suit deserves to be decreed on the basis of the defendant's admissions.

4. The aforesaid submissions are strongly opposed by learned counsel for the defendant. While he raises no objection to the execution of the Relinquishment Deed dated 02.07.2010, he submits that the circumstances under which the deed came to be executed are detailed in paragraph nos. 8 and 9 of the written statement filed on behalf of the defendant.

5. For the sake of clarity, paragraph nos.8 and 9 of the written statement filed on behalf of the defendant are extracted as under:-

"8. That the defendant is a divorcee with no children out of her wedlock as her wedlock existed only for the period of one week and she got the divorce on 10.07.1981 and thereafter she back to her paternal house i.e. the present address as above mentioned and her father accepted her back into family. The defendant has been living peacefully at the abovementioned address for the last 60 years since 1960 from her childhood and even after getting her divorce she has been living at the above mentioned address with the blessing of her parents.

9. That during her lifetime, mother of the parties, Smt.Raj Kumari Bhatia had executed a relinquishment deed dated 16.04.2010 relinquishing her 20% share in the property in favour of the plaintiff herein with the condition that the defendant shall be allowed to live at the above mentioned address for the remainder of her life till her death. This was the arrangement made amongst the family members i.e. the mother Smt. Raj Kumari Bhatia and brothers Shri Rajinder Singh Bhatia and Naveen Kumar Bhatia and the sisters Mrs. Neera Bhatia and the defendant herself whereby it was decided by the family members that since both the brothers and sister of the defendant are married and having children and have established themselves with their own houses and are living separately, leaving only the defendant with no one else and no property of herself where she can reside therefore, it was decided that the defendant shall live at the property bearing No.B-43, Double Storey, Ramesh Nagar, New Delhi-110015 till her death and all the family members will execute relinquishment deed in favour of the plaintiff only with the condition that



the defendant shall be allowed to live at the above mentioned address till her death and thereafter the plaintiff shall become absolute owner of the entire property i.e. B-43 & B-44, Double Story, Ramesh Nagar, New Delhi-110015.”

6. It is the case of the defendant that the relinquishment deed was executed which was contingent upon the fact that the defendant was permitted to reside over the suit property during her lifetime. It is, therefore, stated that there is no question of any license being terminated that to under the facts that the defendant residing in the suit property since 1960. He further explains that a similar relinquishment deed was executed by the mother of defendant no.1 ensuring that a similar arrangement was to remain in force.

7. The Supreme Court in ***Himani Alloys Ltd. v. Tata Steel Ltd***¹, emphasized that a judgment based on an “admission” can be made if the admission is clear and deliberate, showing an intention to be bound by it. Order XII Rule 6 is discretionary, not mandatory, and the court must carefully consider the facts. Since such a judgment bypasses a full trial and eliminates the defendant’s right to appeal on merits, it should only be granted when the admission is unambiguous and unconditional. The court should not exercise its discretion unless the admission is unequivocal and can be relied upon. Paragraph no 11 of the said decision read as under:-

“11. It is true that a judgment can be given on an “admission” contained in the minutes of a meeting. But the admission should be categorical. It should be a conscious and deliberate act of the party making it, showing an intention to be bound by it. Order 12 Rule 6 being an enabling provision, it is neither mandatory nor peremptory but discretionary. The court, on examination of the facts and circumstances, has to exercise its judicial discretion, keeping in mind that a judgment on admission is a judgment without trial which permanently denies any remedy to the defendant, by way of an appeal on merits. Therefore unless the admission is clear, unambiguous and

¹ (2011) 15 SCC 273



unconditional, the discretion of the Court should not be exercised to deny the valuable right of a defendant to contest the claim. In short the discretion should be used only when there is a clear “admission” which can be acted upon. (See also Uttam Singh Duggal & Co. Ltd. v. United Bank of India [(2000) 7 SCC 120] , Karam Kapahi v. Lal Chand Public Charitable Trust [(2010) 4 SCC 753 : (2010) 2 SCC (Civ) 262] and Jeevan Diesels and Electricals Ltd. v. Jasbir Singh Chadha [(2010) 6 SCC 601 : (2010) 2 SCC (Civ) 745] .) There is no such admission in this case.”

8. Having considered the aforesaid submissions made by learned counsel for the parties, the Court finds that there does not seem to be any unequivocal admission made by the defendant with respect to the prayer made in the instant civil suit. Certain aspects which the defendant has stated regarding execution of the relinquishment deed etc. are concerned, all those aspects will have to be gone into, once the parties are allowed to lead their evidence whether orally/documentary.

9. With the aforesaid observations, the instant application stands dismissed.

CS(OS) 172/2021

Let the matter be continued to proceed before the concerned Joint Registrar for taking up necessary further steps in accordance with extant rules on 08.09.2025.

PURUSHAINDR KUMAR KAURAV, J

AUGUST 13, 2025

Nc/sph