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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ RFA 636/2025

JAGDEEP KUMAR

.....Appellant

Through: Mr. Rohit Bohra and Mr. Neeraj
Kumar, Advocates.

versus

ANUJ KUMAR SINGHAL & ANR.

.....Respondents

Through:

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **18.07.2025**

CM APPL. 42255/2025 (exemption)

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed of.

CM APPL. 42256/2025

By way of the present application filed under section 149 of the Code of Civil Procedure 1908 ('CPC'), the appellant seeks 04 weeks' time to file requisite court-fee.

2. For the reasons stated in the application, which is duly supported by the affidavit, the application is allowed.
3. Let requisite court-fee be filed within 04 weeks.
4. The application stands disposed-of.

RFA 636/2025 & CM APPL. 42254/2025 (stay)

5. By way of the present regular first appeal filed under section 96 read with Order XLI of the CPC, the appellant impugns judgment and



decree dated 25.03.2025 passed by the learned District Judge-01, Shahdara District, Karkardooma Courts, Delhi in suit bearing CS No.1857/2016.

6. Mr. Rohit Bohra, learned counsel appearing for the appellant submits, that the appellant (defendant No.1 in the suit) is in possession of the suit property based on a Loan Agreement dated 15.04.2013 read with an extension agreement dated 07.09.2015 signed between the appellant and respondent No.2 (defendant No.2 in the suit).
7. Counsel submits, that as is expressly recited in the extension agreement dated 07.09.2015, possession of the suit property was given by respondent No.2 to the appellant, in the context of a loan of Rs. 17 lacs that had been advanced by the latter to the former.
8. Counsel submits however, that the learned trial court has completely misread the loan agreement, as well as the extension agreement, and has proceeded to hold as follows :

“29. The defendant no.1 has claimed that he was handed over possession of the suit property by defendant no.2 as security against a loan of Rs. 17,00,000/- allegedly advanced by him to defendant no.2 and in support of this contention, the defendant no.1 has placed reliance on the alleged loan agreement dated 15.04.2013 Ex.DW1/2. However, upon perusal of Ex.DW1/2, it is evident that there is not a single line or clause in the said agreement that records or even suggests that possession of the suit property or any portion thereof was agreed to be handed over or was in fact handed over by defendant no.2 to defendant no.1 as security for repayment of the loan. The loan agreement Ex.DW1/2 is entirely silent on the aspect of possession, which casts a serious doubt on the credibility of the version put forth by defendant no.1. Therefore, in the absence of any contemporaneous document corroborating the alleged delivery of possession, the plea of defendant no.1 appears to be a



mere afterthought and lacs evidentiary value. This omission becomes even more significant when considered alongside the fact that defendant no.1/DW-1 admits in his cross examination that there was no transaction whatsoever with the plaintiff, who is the admitted owner of the suit property.”

9. Furthermore, it is argued that respondent No.1 (plaintiff in the suit) seeks ouster of the appellant from the suit property on the basis that he is the owner of the suit property, having purchased it from one Smt. Updesh Kaur on 31.05.2011. Counsel points-out however, that as recorded in the impugned judgement, respondent No.1 had failed to produced any documents evidencing his title to the suit property; and was in fact basing his claim of ownership on a registered, irrevocable general power of attorney, an unregistered agreement to sell, a deed of first and last Will, and a possession letter.
10. Attention in this behalf is drawn to the following paragraphs of the impugned judgement :

“24. Before deciding the aforesaid issue, it is relevant to mention herein that from the inception of the present suit, it is not in dispute that the plaintiff is the absolute owner of the entire suit property. For that, reference can also be made to the police complaint Mark A, relied upon by defendant no.1, having reference to the fact that the suit property was purchased by the plaintiff from one Smt. Updesh Kaur on 31.05.2011, thereby, confirming the plaintiff’s title over the suit property.

“25. The plaintiff has duly consistently maintained that he is the absolute owner of the entire suit property, as evidenced by the chain of title documents and the possession letter along with the irrevocable registered GPA Ex.PW1/3 (colly). Although defendant no.1 in his written statement and in his testimony as DW-1, attempts to rely on an alleged transfer of possession by defendant no.2 in his favour as security for a loan amount of Rs. 17,00,000/-, however,



surprisingly, no evidence has been produced to support such transfer of possession by him, which corroborates his allegation.”

11. It is argued, that again therefore, the learned trial court misdirects itself by accepting respondent No.1's claim on ownership of the suit property on the basis of documents comprising a general power of attorney, a possession letter and other ancillary documents, which do not confer title, as has been held by the Supreme Court in ***Suraj Lamp & Industries Pvt. Ltd vs. State of Haryana & Anr***¹.
12. It is asserted that the appellant was put in possession of the suit property by respondent No.2.
13. Upon being queried, counsel for the appellant points-out that respondent No.2 (defendant No.2 in the suit) was proceeded *ex-parte vide* order dated 01.05.2017 passed by the learned trial court.
14. Counsel submits, that accordingly, it is doubtful whether respondent No.1, who has failed to establish his ownership to the suit property, could at all maintain a suit seeking dispossession of the appellant.
15. Issue notice.
16. Upon the appellant taking steps, let notice be sent to the respondents by all permissible modes, returnable for the next date.
17. Let the notice indicate that reply to the stay application be filed within 06 weeks; rejoinder thereto, if any, be filed within 04 weeks; with copies to the opposing counsel.
18. No reply is required in the appeal.

¹ (2012) 1 SCC 656



19. Let trial court record be requisitioned in electronic form; and a copy of the TCR be supplied to counsel on request.
20. Re-notify on 17th October 2025 before the learned Joint-Registrar for completion of service; and for completion of pleadings in the application.
21. List before court thereafter.
22. On a *prima-facie* view of the matter, based on the documents placed on record, and the submissions made, the effect and operation of the impugned judgement and decree dated 25.03.2025 shall remain *stayed*, till the next date of hearing before this court.

ANUP JAIRAM BHAMBHANI, J.

JULY 18, 2025

V.Rawat