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

% *Date of decision: 20th April, 2026*

+ **RFA 382/2026, CM APPL. 25599/2026 & CM APPL. 25600/2026**

SH. GOHAR ALAM

S/o Sh. Sabir Miya

R/o A-II/183, Madangir,

New Delhi-110062

.....Appellant

Through: Mr. Nazim Husain Qureshi, Mr. Aadil
Jameel, Mr. Fakre Alam, Mr. Vikram
Singh, Advocates

versus

1. **SHRI JABBAR KHAN**

S/o Shri Kalu Khan

R/o 9/196, Gali No.9,

DDA Flats, Shops No.2-3,

Madangir, New Delhi-110062

2. **SHRI DURGA DAS**

S/o Late Sh. Khairati Lal

R/o 150-1, Nagar Nigam,

W. No. 39, Velalge Mehal,

Tehsil Amritsar Distt. Amritsar (Punjab)

3. **SHRI PAWAN KOLI**

S/o Late Krishan Lal

R/o 9/196, First Floor,

Gali No.9, Dda Janta Flats,

Madangir New Delhi-110062

.....Respondents

Through: None



CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T (oral)

1. Regular First Appeal under Section 96 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed against the Judgment dated 10.10.2025 whereby the Suit filed by the Plaintiff for *Possession, Declaration and Permanent Injunction*, was dismissed.
2. **Brief facts**, are that the Property bearing No.9/196, Gali No.9, DDA Flats, Shop No.2 & 3, Madangir, New Delhi 110062 (*hereinafter referred to as 'Suit Property'*), was allocated to Sh. Kharati Lal, by DDA vide file No. F-29 (461)/73/HB dated 28.10.1993. Shri Kharati Lal expired on 28.10.1993 and his wife Smt. Dullo Devi also expired on 10.02.1989. They were survived by three sons, namely Kishan Lal, Sh. Rajender and Shri Durga Das.
3. Thereafter, all the legal heirs of Shri Kishan Lal, son of Khairati Lal executed a Relinquishment Deed dated 23.05.2013, in favour of Sh. Pawan Koli, S/o late Shri Kishan Lal, i.e. Defendant no. 3.
4. Sh. Rajender S/o Sh. Kharati Lal executed a Relinquishment Deed in favour of Shri Durga Das, s/o late Sh. Kharati Lal i.e. Defendant no.2, on 03.06.2013.
5. The Plaintiff purchased the Suit Property from the *erstwhile owners* Sh. Durga Das and Sh. Pawan Koli, by way of GPA dated 20.10.2015 and he is the sole and absolute owner of the Suit Property.
6. It was further submitted that the Defendant promised to handover the possession of the said shops within two months after the execution of the Sale, i.e. 20.10.2015. Further, the Defendants failed to handover the



possession to the Plaintiff and started blackmailing and extorting money from the Plaintiff, to hand over the possession of both the shops.

7. The Plaintiff sent a Legal Notice dated 12.02.2026 to the Defendants, calling upon to hand over the possession of the shop nos. 2 and 3, within 30 days and in case of non-compliance, the Defendants will be liable to pay @ Rs. 6,000/- per month from the receipt of the said Legal Notice. Further, the Defendant were only in the possession of shop nos. 2 and 3 on a license basis for two months, which was, by way of Legal Notice dated 12.02.2026 stood cancelled, and therefore, the Defendants were unauthorized occupants of the shop nos. 2 and 3 in the Suit Property.

8. The Plaintiff, thus filed a Suit for *Possession, Declaration and Permanent Injunction*.

9. The **Defendant No.1 i.e. Jabbar Khan in his Preliminary objections**, took the defence that the Plaintiff has concealed material facts and he not the owner of the Suit property; the documents on which the Plaintiff relied upon are false and fabricated. Further, it was claimed that there has been misjoinder of the parties, because the Plaintiff had failed to mention as to why he has made Defendant No. 2 and 3 a party to the Suit. Moreover, the Plaintiff had not paid the proper court fee for the present suit. *Thus, the Suit of the Plaintiff is without any cause of action and liable to be dismissed.*

10. As per the Defendant, **Jabbar Khan** the correct facts are Sh. Khairati Lal s/o Sh. Nathu Ram claimed to have acquired the Suit property on license, from the DDA. He also used to claim that he had constructed three shops on the ground floor. In the year of 1991, Sh. Khairati Lal let out



two shops at the rate of Rs. 500/- per month, to the Defendants, who then gave some pagri amount to him.

11. Thereafter, Sh. Khairati Lal expired in the year of 1993-1994 and after his death, Sh. Kishan Lal, son of Sh. Khairati Lal started collecting rent from the Defendants @ Rs. 500/- per month. Further, Sh. Kishan Lal had asked the Defendant to pay a lumpsum amount of Rs. 2,20,000/-, after which Sh. Kishan Lal, assured that he would not claim any right in the Suit Property and the Defendant would hold the title as the owner of the Suit Property. The Defendant paid the amount of Rs. 2,20,000/- and a Receipt was also given by Sh. Kishan Lal. It was therefore, claimed that he was not liable for eviction.

12. **Defendant No. 2 i.e. Sh. Durga Das** in his Written Statement supported the case of the Plaintiff, however the he was proceeded ex-parte vide Order dated 07.10.2023.

13. **Defendant No. 3 Sh. Pawan Koli, in his Written Statement, stated** that the Plaintiff is not the sole and absolute owner of the Suit property, as he has not paid the full consideration amount of the GPA dated 20.10.2015 to Defendant no.3, hence, Defendant No.3 is still the owner of the Suit Property.

14. The **Plaintiff in his Replication**, vehemently opposed the averments made by the Defendant No.1 and reiterated the contents of the Plaint.

15. The **Issues on the pleadings** were framed by this Court, vide Order dated 07.10.2023 as under:

“(1) *Whether plaintiff is entitled to decree of possession in respect of suit property, as prayed for?*
OPP.

- (2) *Whether the plaintiff is entitled to decree of declaration in respect of suit property, as prayed for?*
OPP
- (3) *Whether plaintiff is entitled to decree of permanent injunction in respect of suit property, as prayed for?*
OPP
- (4) *Whether the suit is without any cause of action?*
OPD1
- (5) *Whether suit has not been properly valued?* OPD1.
- (6) *Whether the suit is liable to be dismissed for the reasons spelled out in para 4 and 5 of Brief Submissions & Fact of the Written Statement?* OPD1
- (7) *Relief."*

16. The Plaintiff, Gohar Alam in support of his case, examined himself as PW1 Sh. Gohar Alam who tendered his evidence by way of an Affidavit Ex. PW1/A, reiterated the averments made in the Plaint and he proved the documents, i.e. payment receipt *vide* file no.29(461)/73/GR dated 25.06.1976 as Mark A, Relinquishment Deed dated 23.05.2013 as Mark B, Relinquishment Deed dated 03.06.2013 as Mark C; GPA, Agreement to Sell, SPA, Affidavit, Will of Pawan Koli, Will of Durga Das; Receipt and Possession Letter as Ex.PW1/4; Legal Notice dated 12.01.2016 as Ex.PW1/5; Reply of Legal Notice dated 07.02.2016 as Ex.PW1/6; Site Plan Ex.PW1/7; Petition no.421/2009 as Ex.PW1/8 and Rent Receipt Ex.PW1/9.

17. DW1 Sh. Jabbar Khan, Defendant No.1, tendered his evidence by way of Affidavit where he reiterated the contents of the Written Statement and further relied upon various documents and the 28 rent receipts, which were issued by Sh. Kishan Lal. Further, he deposed that in November, 2009, *Smt. Leela w/o Sh. Kishan Lal*, created some dispute when Defendant no.1 wanted to have his own electricity connection. Because of the dispute, the Defendant had to pay a sum of Rs. 30,000/- to Smt. Leela, which she



acknowledged in in writing and also, gave a *No objection* for the Defendant No.1, to apply for his own electricity meter, in the Suit Property.

18. The Defendant No.1 has also proved two documents, i.e. Revenue receipts dated 05.06.1991 as Ex. DW 1/5 (colly.) and *the landlord's 'no objection'* for the installation of an electricity connection and a carding machine (*rui dhunne ki machine*), in which, Sh. Khairati lal received pagdi amount of Rs. 30,000/- from Defendant No.1. These two documents, further reveals that in the event of a sale of the shops, the sale proceeds would be apportioned at 25% for the landlord and 75% for the tenant. DW-1 further deposed that these documents were executed by Sh. Khairati Lal, in his presence and witnessed by Sh. Charanjeet.

19. DW2, Pawan Koli, Defendant No.2, deposed by way of affidavit Ex. DW2/A and relied upon the Relinquishment Deed dated 23.05.2013, Mark B.

20. The learned District Judge after appreciating the evidence, dismissed the Suit of the Plaintiff.

21. Aggrieved by the Impugned Judgment dated 10.10.2025, the present Appeal has been preferred by the Plaintiff/Appellant.

22. The grounds of challenge are that the learned Trial Court has failed to appreciate the cross examination of Plaintiff, as well as the testimony of Defendant no. 3, who has proved the case of the Plaintiff.

23. The Ld. Trial Court has failed to observe that Defendant Nos. 2 and 3 are not the owners of the Suit Property, and they were not competent to execute further title documents in favour of the Appellant by ignoring the 35 rent receipts produced by Defendant No. 1, i.e. 28 Rent Receipts as Ex. DW1/1 (colly), executed by Sh. Khairati Lal, grandfather of Defendant No.



3, Ex.DW1/2 executed by Smt. Leela, mother of Defendant No. 3, and Ex.DW1/3 (colly) executed by Sh. Rajinder, uncle of Defendant No. 3. These receipts collectively establish that Defendant No. 1 recognized Khairati Lal and his legal heirs as the owners/landlords. Since Defendant No. 1 never disputed the ownership of these legal heirs, the Court's rejection of their capacity to transfer title, is unsustainable.

24. The Ld. Trial Court erringly observed that Defendants No. 2 and 3 lacked the competence to convey title of the Suit Property because they produced no document of a transfer from the DDA; it simultaneously failed to address the legal status of the ownership of Suit Property after the demise of the original allottee, i.e. Sh. Khairati Lal. Consequently, by dismissing the validity of the documents executed by the legal heirs without identifying the rightful owner, the Ld. Trial Court has left the title of the Suit property in a state of legal uncertainty, thereby creating an improper 'cloud' over the ownership of the Suit Property.

25. The Ld. Trial Court failed to appreciate that the Appellant's documentary evidence of title, i.e. GPA, Will, etc. Ex. PW-1/4, executed on 20.10.2015 by Defendant No. 1 and 3 in favor of the Appellant, substantiated the Appellant's ownership in the Suit Property. Conversely, Respondent No. 1, who relied upon informal, handwritten documents, failed to establish his own claim of ownership.

26. The Ld. Trial Court erred by giving undue weight to the *Written Statement of Respondent No. 3*, while ignoring his subsequent admissions. Respondent No. 3 originally denied the sole ownership of the Appellant, and alleged a breach of contract. Further, the Ld. Trial Court also failed to consider Respondent no.3 had filed an Application under Order VI Rule 17



CPC dated 16.08.2019, wherein he expressed a clear intent to sell the Suit Property to the Appellant.

27. Moreover, the Ld. Trial Court overlooked affidavit of evidence and cross-examination of Defendant No.2 wherein he explicitly admitted to having sold the suit property to the Appellant. These subsequent admissions, effectively supersede his initial defense and should have been treated as conclusive.

28. The Ld. Trial Court has wrongly observed the actual legal status of Respondent No. 1, who has taken contradictory stands regarding his possession of the Suit Property. *Whilst, Respondent No. 1 claimed in his cross-examination to be the owner defending his title*, his own pleadings and prior conduct, suggests otherwise.

29. Specifically, the Ld. Trial Court overlooked the categorical admission of tenancy in a previous legal proceeding; in *Rent Petition No. E-421/2009, titled 'Jabbar Khan vs. Smt. Leela', filed by the Respondent, under Section 45 of the DRC Act*. In that petition, the Respondent explicitly admitted to being a tenant. Having admitted his status as a tenant in a judicial proceeding, he should be estopped from now asserting ownership based on unverified, handwritten documents.

30. It is therefore stated that the impugned judgement be set aside and the Suit of the plaintiff/Appellant be decreed.

Submissions heard and record perused.

31. The Plaintiff has filed the Suit for declaration that he was the owner and sought possession of Suit property from Defendant No.1 Jabbar Khan, being the tenant in the Suit property. The first aspect for consideration is



whether the Appellant was able to establish his ownership in the suit property.

Whether the Plaintiff/Appellant is the Owner/Landlord of the Suit Property:

32. The Plaintiff claimed to have become the **owner**, having purchased and acquired ownership rights in the suit property from the erstwhile owners, namely *Durga Das S/o Khairati Lal* and *Pawan Koli S/o Krrishan Lal*, through Agreement to Sell, GPA etc. dated 20.10.2015.

33. To appreciate his assertion, it would be pertinent to refer to the pleadings as well as the evidence, wherein the Plaintiff had explained that originally the Suit Plot was allotted to Khairati Lal by DDA, vide File No.F-29 (461)/73/HB dated 25.06.1976. The ownership of Khairati Lal is not challenged as Jabbar Khan has admitted that he was inducted as a tenant by him, since prior to 1991.

34. Shri Khairati Lal expired on 28.10.1993 and his wife Dullo Devi expired on 10.02.1989. They were survived by three sons, namely; Kishan Lal, Rajinder and Durga Das.

35. On the demise of Shri Krishan Lal, all the legal heirs of Kishan Lal, i.e. wife and the daughters, executed a Relinquishment Deed dated 23.05.2013, Mark B, in favour of Pawan Koli , Defendant No.3, son of Krishan Lal S/o Khairati Lal.

36. It was contended by Defendant No. 1, i.e. Jabbar Khan, that the Relinquishment Deed dated 23.05.2013 Ex. Mark B had not been duly proved and, therefore, Sh. Pawan Koli cannot be held as having derived any ownership rights through Kishan Lal.



37. This contention is misconceived as none of the executants of the relinquishment deed, i.e. the legal heirs of late Shri Kishan Lal, who had executed the Relinquishment Deed, had ever instituted any proceedings to challenge these documents and any time till date, nor have they disputed the relinquishment deed in the present proceedings.

38. Likewise, Shri Rajender S/o Khairati Lal relinquished his share in favour of his brother, Durga Das, Defendant No.2 S/o Khairati Lal, vide Relinquishment Deed Mark C, on 03.06.2013. Sh. Rajinder Kumar has never ever challenged the Relinquishment Deed.

39. Even otherwise, it is pertinent to refer to Section 27 Limitation Act, 1963. It reads as under:

“27. Extinguishment of right to property.— At the determination of the period hereby limited to any person for instituting a suit for possession of any property, his right to such property shall be extinguished.”

40. The various Sections of Limitation Act provide that after the expiry of the stipulated period, the party loses her right to agitate its claim as being barred by time. It is only the right to seek legal remedy, which gets extinguished but not the substantive rights that the parties may otherwise have in the subject matter of the Suit. Section 27 is the only Section, which extinguishes the right in Property if not challenged within the period of limitation. Upon expiry of the limitation period the right, if any, of such persons to assert a *contrary title stands extinguished*, and a tenant i.e. Defendant No. 1, claiming through them, cannot be permitted to indirectly impeach their title or the consequent devolution of rights on Sh. Durga Das and Sh. Pawan Koli.

41. In Ravinder Kaur Grewal & Ors. v. Manjit Kaur & Ors. 2019 SCC OnLine SC 975, the Supreme Court held that Section 27 of the Limitation Act is an exception to the general rule that limitation only bars the remedy; where a person who could challenge a transfer or assert a competing title does not sue within the prescribed period, his right to the property itself stands extinguished and a corresponding substantive right crystallizes in the person in whose favour limitation has run.

42. Likewise, in Karnataka Board of Wakf v. Government of India in Civil Appeal No. 16899 of 1996 explains that, once limitation has expired, the earlier owner's title is lost and the new right becomes secure, Section 27 of the Limitation Act thus 'destroying' the old right while perfecting the new one.

43. In the present case, neither Rajender nor the legal heirs of late Kishan Lal have ever challenged the Relinquishment Deeds dated 23.05.2013 and 03.06.2013, any right they had to assert a contrary title to the Suit Property now stands extinguished under Section 27 of the Limitation Act, and the derivative title in favour of Durga Das and Pawan Koli by virtue of the Relinquishment Deeds, is crystallized and is beyond collateral attack, in these proceedings. ***Pawan Koli and Durga Das thus, are established to be the two joint owners of the Suit property.***

However, the core question remains: Whether he can seek a Declaration to be an owner of the Suit property, on the basis of these documents.

44. The Plaintiff had purchased the Suit Property from the *erstwhile* owners Sh. Durga Das and Sh. Pawan Koli, by way of GPA dated 20.10.2015 and he is the sole and absolute owner of the Suit Property. The title of Durga das and Pawan Koli, as discussed above has been established.



45. Durga Das, respondent No. 2 was proceeded ex-parte and he never denied the execution of Agreement to Sell, etc. in favour of the Appellant. Likewise, Pawan Koli, Respondent no.3 did not deny the execution of documents, but only asserted that Appellant had not paid the entire consideration amount, which does not take away the authenticity of documents in favour of the Appellant.

46. Now the pertinent question is whether plaintiff can seek Declaration of being the owner on the basis of Agreement to Sell, etc.

47. In the case of Suraj Lamps & Industries Pvt. Limited vs. State of Haryana & Anr. 2009 (7) SCC 363 it has been held that mere Agreement to Sell, etc. cannot be a basis to seek Declaration of Ownership in respect of a Suit property, in the absence of a Sale Deed. Such documents may give a rise to a party for Specific Performance of Agreement to Sell or to seek protection of the Possession under Section 53(A), but these are not the conventional documents of title and would not entitle the Plaintiff to a Declaration of an absolute owner.

48. However, here is a case where the Plaintiff is seeking a superior Title over the Respondent being the Tenant, in the Suit property. The Appellant may not be entitled to a Declaration being an owner, but definitely the chain of documents proves that he, under the GPA dated 20.10.2015 Ex.PW1/4 has been authorized by the Pawan Koli and Durga Das, the two legal heirs/owners, to do all the acts stated therein in respect of the Suit property which includes collection of rent and letting out the property to different tenants. ***In the light of this GPA, the Plaintiff is shown to be a landlord in respect of the Suit property.***



49. The learned Trial Court, therefore, rightly held that the Plaintiff cannot be declared as an owner, but the larger question in the present Suit, was not ownership *viz-a-viz* the whole world, but it was only in respect of the Defendant. ***The Plaintiff cannot be denied a locus to collect the rent or evict the Defendant, on the basis of the Agreement to Sell, etc. especially GPA dated 20.10.2015 Ex.PW1/4.***

50. Even if the Relinquishment Deeds are overlooked, it can still not be ignored that Durga Das and Pawan Koli being the Legal Heirs of Late Shri Khairati Lal and co-owners, had duly executed a GPA in favour of the Plaintiff. It is settled law that even one co-owner is authorized to execute the GPA in favour of the third party, for and on behalf of the other co-owners. The locus of Durga Das and Pawan Koli to further authorize the Plaintiff to step into their shoes, for the purpose of collection of rent or giving property on rent or seek its possession, by virtue of GPA, cannot be overlooked.

51. **It is, therefore, held that the Plaintiff being a landlord in respect of the Suit premises, was entitled to seek the relief of Possession and Arrears of Rent from the Defendant.**

52. Having concluded the locus of the Plaintiff to maintain a Suit, *the next pertinent question arises in regard to the status of the Defendant No.1 in the suit premises.*

Whether the Respondent No.1 Jabbar Khan, a tenant In the Suit property:

53. Defendant No.1 has not denied that he was inducted as a tenant by Late Sh. Khairati Lal. The Respondent No.1/Jabbar Khan in his Affidavit of Evidence has admitted being inducted as a tenant since prior to 1991, by Khairati Lal. He claimed that some Pagri amount was paid by the



Defendant to him and the rent was fixed at Rs.500/- per month. He has proved receipt Ex. DW-1/5 (Colly.)

54. Sh. Jabbar Khan may have paid Pargi in the sum of Rs.30,000/-, but it does not reflect that he became an owner of the property, especially in the light of his own case that after the demise of Khairati Lal in the year 1993, Kishan Lal, his son claiming himself to be the landlord and only legal heir, had started collecting rent of Rs.500/- per month.

55. In this context, it is significant to refer to *Rent Petition No.421/2009 under Section 45 Delhi Rent Act filed by Jabbar Khan*, in July, 2009 against Smt. Leela, wife of Late Shri Krishan Lal for restoration of electricity supply allegedly disconnected by her. On 28.11.2008, Pawan Koli, Respondent No.3 appeared before the learned ARC. Learned Counsel for the Defendant submitted that the matter has been amicably settled and the Petition was withdrawn.

56. In this Petition, the Defendant/Respondent Jabbar Khan admitted that he had been inducted as a tenant by Khairati Lal, on a monthly rent of Rs.500/- per month vide a Rent Deed dated 30.07.1991 and since then he has been in continuous and uninterrupted possession of the tenanted premises. According to the Appellant, Khairati Lal at the time of giving the property on rent in 1991, had taken Rs.30,000/- as bayana/sanad from the Appellant. He had also undertaken that he would pay Rs.60,000/- in case Khairati Lal failed to give two shops on rent to the Appellant.

57. What further emerges from the Written Statement of the Appellant and his testimony is that after the demise of Khairati Lal, his son Krishan Lal started collecting the rent by asserting that the Suit Property had been bequeathed to him by late Khairati Lal. It also emerges from the evidence



that Krishan Lal had some acrimony with his wife Leelawati who had started demanding rent from the landlord.

58. In view of this, the matter got amicably settled between the Appellant and Leelawati, who took Rs.30,000/- from the Appellant to settle the disputes and executed a document wherein she had no objection to the rent being collected by Krishan Lal or for installation of electricity meter by the Appellant in his name in the Suit Property. From the evidence on record, it thus emerges that till 2009, the Appellant continued to enjoy the tenancy rights in the Suit Property.

59. Similarly, Section 116 of the Indian Evidence Act embodies the doctrine of estoppel, under which no tenant, or person claiming through him, is permitted during the continuance of the tenancy to deny that the landlord had title at the commencement of the tenancy.

60. In D. Satyanarayana v. P. Jagdish 1987 INSC 250, the Court clarified that this estoppel continues so long as the tenancy subsists and only yields where it is shown that the landlord's title has since lawfully come to an end or the tenant, has been compelled to attorn to a paramount title holder.

61. Thereafter, the Appellant claimed to have acquired ownership rights from Kishan Lal on payment of Rs.2,20,000/- for which he had relied upon the Receipt dated 26.01.2010 Ex. DW1/6. It was recorded in the said Letter that while Appellant was a tenant under Sh. Khairati Lal since 1991, but Kishan Lal had sold the two shops to the Appellant and accepted Rs.2,20,000/- and that he would have no ownership rights in the Suit Property and that he would not be collecting any rent thereafter, in respect of the Suit Shop.

62. It was claimed by him that *he therefore, acquired ownership rights in the Suit property*. However, merely by paying the *Pagri*, without there being any execution of ownership documents, his status would not change from that of a tenant to owner.

63. Moreover, the Defendant No.1 himself had produced the documents/No objection Ex.DW1/5 (Colly.), executed by Defendant No.1 for taking electricity connection, wherein it was stated that in the event of a sale of the shops, the sale proceeds would be apportioned at 25% for the landlord and 75% for the tenant.

64. For better understanding the relevant paragraph 11 of the affidavit of evidence of the Appellant, is reproduced as under:

“11. That defendant has also filed on record two documents dated 05.06.1991 both bears the signature of Kharati Lal on revenue receipts are at that time a sum of Rs. 30,000/- was taken as Pagdi amount and also gave in writing regarding that there would be no objection for taken electricity connection, for installing carding machine (rui dhunne ki machine) and it was further mentioned that at the time of sale purchase of the shop only 25% share would be the share of landlord remaining 75% share of the tenant. It was also mentioned that till the electricity meter would not be installed it would be given through sub-meter at the rate prescribed by DESU. Some other things were also written. These two documents were signed by Kharati Lal in the presence of deponent and also signed by one person namely Charanjeet who was known to Kharati Lal these two documents are colly. exhibit as DW 1/5.”

65. While the Appellant asserted that it was in the “No Objection” given by Leelawati for installation of electricity meter, she also deposed that in the



Letter dated 05.06.1991 Ex.DW1/5 executed by Late Sh. Khairati Lal, it was recorded that in case, the said property is sold, the Appellant would be entitled to 75% of the sale consideration, while letting out the shop to the Appellant and having accepted Rs.30,000/- as the bayana/sanad. From the affidavit of the Appellant himself, it emerges and has also earlier discussed while there may have been an understanding between the Appellant and the Respondent in regard to sharing of the sale consideration on sale of the property, but there is no denial that the Appellant was a tenant under Khairati Lal and continued to be so till 2010, when he asserted that he had purchased the Suit Property from Late Kishan Lal by payment of Rs.2,20,000/- vide Receipt Ex.DW1/6.

66. Be as it may, these documents of the Defendant No.1, coupled with his testimony reflect that these documents did not confer any ownership rights on the Appellant/ ***Defendant No.1.***

Whether the Plaintiff/Appellant is entitled to Possession:

67. The next question for consideration is that having found the relationship of landlord-tenant between the appellant and Respondent No.1, **whether the Appellant is entitled to possession.**

68. The Plaintiff had claimed that he had sent Legal Notices dated 12.01.2016 and 07.02.2016 under Section 106 TPA, Ex.PW1/5 and Ex.PW1/7 respectively, claiming a rent of Rs.6,000/- per month and the Reply to the Legal Notice is Ex.PW1/6.

69. However, while asserting that the rate of rent was Rs.6,000/-, no cogent evidence has been led by the Plaintiff in this regard. The record and the admissions of the Respondent, only are **that he was a tenant @ Rs.500/-** which had been paying to Khairati Lal and thereafter, to his legal

heir. There is nothing to corroborate the claim of the Appellant that the rent was ever Rs. 6,000/- p.m.

Whether the Suit is barred under S.50 Delhi Rent Control Act,1958:

70. This raises the next pertinent question as to **whether the Suit of the Appellant, is barred u/s 50 DRC Act.**

71. In the present case, Defendant No. 1, though admitted his induction in the suit property as a tenant, but has throughout repudiated the relationship of landlord and tenant and set up an independent title in himself. He has claimed to have acquired the status of owner of the suit property on the basis of pagri given to khairati Lal and on the demise had, on the assurance of Kishan Lal, paid him a sum of Rs. 2,20,000/-, with an assurance that he would not be evicted. It was asserted that no rent was paid thereafter. Such act of the Defendant No.1 tantamount to forfeiture under Section 111(g) of the Transfer of Property Act, 1882.

72. For better understanding of Section 111(g) TPA which deals with Determination of Lease and provides for circumstances in which the lease of immovable property gets determined, is reproduced as under:

*“By forfeiture; that is to say,
(1) in case the lessee breaks an express condition which provides that, on breach thereof, the lessor may re-enter; or
(2) in case the lessee renounces his character as such by setting up a title in a third person or by claiming title in himself; or
(3) the lessee is adjudicated an insolvent and the lease provides that the lessor may re-enter on the happening of such event; and in any of these cases the lessor or his transferee gives notice in writing to the lessee of his intention to determine the lease.”*

73. In Mohammad Amir Ahmad Khan vs. Municipal Board of Sitapur and

Ors., MANU/SC/0326/1964, while making a reference to the case of Maharaja of Jeypore vs. Rukmini Pattamahadevi, MANU/PR/0154/1919, AIR 1919 PC 1, the Apex Court observed that it was clear law that permanent tenancies are within the rule and *are liable to forfeiture, if there is a disclaimer of tenancy or denial of the landlord's title*. This disclaimer of repudiation of landlord's title, *must be clear and unequivocal and made to the knowledge of the landlord*. It was further observed that where there is a disclaimer of tenancy and repudiation of landlord's title, *it would amount to forfeiture of relationship of landlord and tenant*.

74. Likewise, in the case of Hatimullah and Ors. vs. Mahamad Arju Choudhury MANU/WB/0396/1927, 113 Ind. Cas. 13, this aspect was further explained by observing that where the tenant denies the Plaintiff's title to recover rent on the *bona fide* ground of seeking information of such title or having such title established in a Court of law in order to protect himself, he cannot be charged with disclaiming the Plaintiff's title. *But, where the disclaimer is done not with this object, but with expressed repudiation of tenancy under the Plaintiff, it would operate as forfeiture*.

75. In Kundan Mal vs. Gurudutta, MANU/SC/0280/1989, JT 1989 (1) SC 147, it was held that the principle of forfeiture on disclaimer is founded on the rule *that a man cannot approbate and reprobate at the same time*. Since the consequence of applying the rule is very serious, the denial has to be clear and in unequivocal terms.

76. Similar observations were made by the Supreme Court in Majati Subbarao vs. P.V.K. Krishna Rao (Deceased) by Lrs. AIR 1989 SC 2187, wherein the principle of forfeiture, as defined in the decision of the Apex Court in Kundan Mal vs. Gurudutta, JT 1989 (1) SC 147, were fully



endorsed. It was further noted that where there is a provision under the Rent Act for eviction on the ground of repudiation of the title, then the remedy with the landlord is only to approach under the Rent Act, as was the case in Rajasthan Rent Law.

77. Certain State tenancy laws provide denial of title of landlord, as a ground for eviction, in which case the remedy for the landlord is to approach under Rent Law, but where there is no such provision in Rent Act as in Delhi, the only remedy remains under the general civil law, to which the *Transfer of Property Act, 1882* is applicable.

78. The principle of forfeiture as recognized, was initially stated to be that a denial of title in the Written Statement, cannot be taken advantage of in that Suit, but can be taken advantage of only in a subsequent Suit to be filed by the landlord.

79. In the case of Guru Amarjit Singh vs. Rattan Chand and Ors., MANU/SC/0065/1994, AIR 1994 SC 227, the *doctrine of forfeiture* was explained to be founded upon the existence of a lease under jural relationship between a lessor and a lessee, as contemplated under *Section 105 TPA*. It is implicit that if the lease is in operation, the lessor has been given a right to determine the lease for committing breach of a covenant or for disclaimer by the lessee on the happening of any of the events specified therein. **The tenant, by repudiation of the relationship of landlord-tenant, exposes himself to the risk of forfeiting his lease and giving a right to the lessor to determine the lease.** *The repudiation, however, must be clear and unequivocal and anterior to the issuance of the notice determining the lease.* **Where there was an unequivocal admission of the earlier relationship of landlord-tenant, but denial in the subsequent**

litigation, the tenant forfeits its right to lease.

80. However, in the case of Sada Ram & Ors. vs. Gajjan Shiama MANU/PH/0080/1970, AIR 1970 P&H 511; Shiv Parshad vs. Smt. Shila Rani MANU/HP/0009/1974, AIR 1974 HP 22, it has been held that the proposition that a denial of title in the Written Statement cannot be taken advantage of in that Suit, but can be taken advantage of only in a subsequent Suit to be filed by the landlord, *would only lead to unnecessary multiplicity of legal proceedings* as the landlord would then be obliged to file a second suit for ejectment of the tenant on the ground of forfeiture, entailed by the tenants' denial of his character as a tenant in the Written Statement.

81. In Sheikh Miadhar vs. Rajani Kanta Roy, MANU/WB/0481/1909, 5 Ind. Cas. 708, more light was thrown on this aspect, wherein it was held that where in a suit for rent the Defendant denies the Plaintiff's title and claims to hold under a third party, ***the Defendant can be, in a Suit for ejectment by the landlord, debarred from pleading his tenancy and claiming protection of possession on that ground.*** It was further observed that this principle was embodied in Section 111(g) TPA, wherein one of the grounds for forfeiture, was to set up a title in the third person or in himself.

82. In the case of Arjunlal Bhatt Mall Gothani and Ors. vs. Girish Chandra Dutta and Ors., MANU/SC/0326/1973, AIR 1973 SC 2256, similar plea of having acquired ownership by virtue of documents of purchase was raised by the tenant, who further claimed that because of this Agreement, the old relationship of landlord and tenant, had come to any end. It was held that the rights of the parties had to be worked out, on the basis of this subsequent Agreement. **It was obvious that when such Agreements stood cancelled, the landlord would automatically be entitled to**



possession, under the terms of the Agreement.

83. In the present case, the Defendant No. 1 has consistently set up a claim of ownership in him, based on an alleged *Pagri* payment and rent receipts, while simultaneously denying the title of the Plaintiff, who holds a valid GPA from the legal heirs of the original allottee. **This act of claiming an independent title and repudiating the landlord-tenant relationship constitutes a clear and unequivocal disclaimer of his status as a lessee.** Such a disclaimer results in the forfeiture of the lease under Section 111(g)(2) of the Transfer of Property Act, 1882. Having renounced the character of his possession as that of a tenant, the Respondent No. 1 is no longer entitled to the protection of tenancy under DRC Act, **and the Plaintiff is consequently entitled to determine the lease and seek recovery of possession.**

84. In view of the foregoing discussion, the status of the Plaintiff as landlord by virtue of GPA dated 20.10.2015 Ex. PW-1/4, is established. Simultaneously, by claiming ownership, the forfeiture of tenancy has been incurred by Defendant No. 1 under Section 111(g)(2) of the Transfer of Property Act, 1882. **Hence, the Suit is hereby, decreed for Possession and Permanent injunction.** The Defendant/Respondent No. 1 is directed to hand over the possession, and is further restrained from creating any third-party interest in the Suit Property.

Conclusion:

85. In view of the aforesaid discussion, the Impugned Judgement dated 10.10.2025 of learned District Judge is hereby, set aside and the **Suit of the Plaintiff for possession in respect of suit property is decreed.** Further,



relief of Permanent Injunction is granted and the Respondent No.1 is restrained from creating third-party rights in the Suit Property.

86. The Appeal is allowed and the Suit of the Plaintiff/Appellant is decreed. The pending Application(s) are disposed of, accordingly.

(NEENA BANSAL KRISHNA)
JUDGE

APRIL 20, 2026
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