

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**THURSDAY, THE SECOND DAY OF APRIL
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE SRI JUSTICE G.M. MOHIUDDIN

CITY CIVIL COURT APPEAL NO: 20 OF 2017

Appeal under section 96 of C.P.C against the Judgment and Decree Dated 31/8/2016 made in O.S.No.516 of 2012 on the file of the Court of the III Additional Chief Judge, City Civil Courts at Hyderabad.

Between:

The Union of India, through the Department of Posts represented by its Senior Superintendent of Post Offices, Postal Stores Depot Hyderabad South East Division, Hyderabad

...Appellant/Defendant

AND

M/s. S.A Associates (Partnership concern), rep.by its Managing Partners Sri PS. Arun Kumar S/o Late P.S Narayana Rao, aged 46 years, Occ Business, Sri D.Sandeep S/o D.Sreedhar, aged 35 years, Occ Business, having registered office at Flat No.309, 3rd Floor, Ameermahal Apartments Hyderguda, Hyderabad

...Respondent/Plaintiff

I.A. NO: 1 OF 2017(CCCAMP. NO: 51 OF 2017)

Petition under Section 41 Rule 5 R/w Section 151 of CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to stay of operation of decree and order dated 31/08/2016 in O.S.No. 516 of 2012 on the file of the III Addl. Chief Judge, City Civil Courts at Hyderabad including eviction of petitioner and recovery of arrears of rent from the petitioner, pending disposal of the A.S.

Counsel for the Appellant : Sri K Mohan

Counsel for the Respondent : Sri P Thirumala Rao

The Court delivered the following: Judgment

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

THE HON'BLE SRI JUSTICE G.M.MOHIUDDIN

CITY CIVIL COURT APPEAL No. 20 OF 2017

DATE: 02.04.2026

Between:

Union of India through the Department of Posts
represented by its Senior Superintendent of Post Offices,
Postal Stores Depot, Hyderabad South East Division,
Hyderabad.

....Appellant

And

M/s. S.A. Associates

....Respondent

JUDGMENT

Heard Sri. K. Mohan, learned counsel for the appellant
and Sri P. Thirumala Rao, learned counsel for the respondent
and perused the record.

2. This appeal is filed under Section 96 of the Code of Civil Procedure, 1908 (hereinafter referred to as 'the CPC'), assails the judgment and decree dated 31.08.2016 passed by the learned III Additional Chief Judge, City Civil Court, Hyderabad in O.S.No.516 of 2012. By the impugned judgment, the trial Court decreed the suit for eviction and recovery of arrears of rent of Rs.15,94,544/- for recovery of possession against the

appellant/defendant by invoking the provisions of Order XII Rule 6 of CPC.

3. The appellant is the defendant and the respondent is the plaintiff in O.S.No.516 of 2012.

4. For the sake of convenience and clarity, the parties are hereinafter referred to in the capacity they were arrayed before the trial Court.

History of the Suit

5. The respondent/plaintiff, a partnership concern, instituted the suit in O.S.No.516 of 2012 on the file of the learned III Additional Chief Judge, City Civil Court, Hyderabad, seeking a decree for eviction of the defendant, recovery of possession of the suit schedule property bearing Municipal Nos.3-4-526/24 and 3-4-526/25, admeasuring 747.50 Sq Yds, situated at Tahniyat Bagh, Lingampally, Hyderabad, along with recovery of arrears of rent amounting to Rs.15,94,544/-, together with consequential reliefs.

Plaint Averments (Respondent/Plaintiff's case)

The specific case of the respondent/plaintiff as pleaded in the plaint is as follows:

- i) The plaintiff became the absolute owner and possessor of the suit schedule property by virtue of a registered Sale Deed dated 13.06.2012. Its title is traceable through a

valid chain of antecedent transactions originating from one D. Hemalatha Devi and her husband D.L. Ananda Rao, the original owners of the property.

- ii) The suit schedule property was originally let out to the defendant i.e., Union of India represented through the Department of Posts, in or about the year 1973, at a monthly rent of Rs.1,150/-, by the original landlady.
- iii) The defendant committed default in payment of rent from October, 1985 onwards, and has continued in occupation of the premises without payment of rent and without any enhancement thereof, thereby rendering itself liable for eviction and payment of arrears.
- iv) The predecessors-in-title had initiated proceedings for fixation of fair rent in R.C.No.128 of 2007, and the Rent Controller, by order dated 22.11.2010, fixed the fair rent at Rs.14,750/- per month, which has attained finality subject to appellate proceedings.
- v) Despite legal notice dated 04.04.2012, duly served upon the defendant, determining the tenancy, the defendant neither vacated the premises nor paid the substantial arrears.

Written Statement (Appellant/Defendant's case)

The appellant/defendant filed a written statement, resisting the suit. While not disputing his status as a tenant, the defendant raised substantial and material defences, inter alia, as follows:

- i) The defendant specifically denied the plaintiff's title and asserted that the plaintiff's vendors were not the absolute owners and that there were rival claims and litigations regarding the title to the property. Various persons, claiming to be purchasers or interested parties, have from time to time approached the defendant asserting ownership and seeking eviction.
- ii) The defendant admitted that rent was being paid to the original landlady till her demise in September, 1985. Thereafter, due to conflicting claims and absence of clear legal heir, the rent amount was deposited in an 'Undisbursed Account' (UDP Account) at Kachiguda Head Post Office. It was specifically contended that such conduct does not amount to willful default, but constitutes a bona fide and prudent measure under the circumstances.
- iii) The defendant brought to the notice of the Court that several proceedings were pending, directly impacting the

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rights of the parties and the status of the property, including:

- a) R.A.No.50 of 2011, arising out of R.C.No.128 of 2007, pending before the Chief Judge, City Small Causes Court, Hyderabad, challenging the fixation of fair rent.
- b) W.A.No.691 of 2012, arising out of W.P.No.18402 of 2008, which stood dismissed by this Court vide judgment dated 12.01.2024 and the same attained finality in SLP(C) Diary No.1027 of 2025, wherein the Hon'ble Supreme Court vide its order dated 03.05.2025 dismissed the SLP.

Interlocutory Application (I.A.No.1952 of 2012 in O.S.No.516 of 2012)

6. Based on the alleged admissions contained in various correspondences and in legal proceedings, particularly in the written statement, the plaintiff filed I.A.No.1952 of 2012 under Order XII Rule 6 CPC, seeking a judgment on admissions. It was contended that the defendant had unequivocally admitted various aspects including the title of the plaintiff's predecessors, the existence of the tenancy, the rate of rent, and the non-payment of rent since 1985.

7. The defendant filed a counter affidavit resisting the I.A.No.1952 of 2012.

Tabulated Comparison of Pleadings

8. At this juncture it is apposite to tabulate the plaintiff averments and the corresponding responses in the written statement for the proper appreciation of the matter:

S. No	Plaint Para No.	Plaint Averment	Written Statement Para No.	Denial / Response
1	4, 5, 6	Plaintiff is the absolute owner of the suit property (Nos. 3 4 526/24 & 3 4 526/25) having purchased it by registered sale deed dated 13.06.2012 from Jyothi Subrahmanya Dittakavi, Ashok Dittakavi and Meena Mantravadi (through their GPA holder M/s Paduri Constructions) for Rs.2,00,00,000/-.	3	Denied. Plaintiff's vendors are not absolute owners. Defendant (Postal Department) acquired the property from the State Government under the Land Acquisition Act and is in legal possession. No information was received about any sale to the plaintiff. The vendors merely claimed to be GPA holders; they cannot claim to be actual owners.
2	7,12	Chain of title: Originally property belonged to D. Hemalatha Devi and D.L. Ananda Rao. After their deaths, their three children inherited the property through wills probated in USA. They sold the property to M/s Paduri Constructions by registered agreement cum GPA (21.10.2004). Paduri Constructions and the successors then sold to the plaintiff.	6 & 7	No information to the department about any probate of wills in USA. No information that the legal heirs sold the property to Paduri Constructions or to the plaintiff. The legal heirs never claimed rent or informed the department about any sale. Different persons (not legal heirs) have been posing as buyers.
3	13	The property was let out to the defendant by erstwhile owner Smt. Hemalatha Devi on 16.05.1973 for a period of 4 years at a monthly rent of Rs.1,150/-.	8	Admitted that a lease deed was executed on 27.08.1974 by Smt. D. Hemalatha Devi for 4 years w.e.f. 16.05.1973 at Rs.1,150 per month.

4	14	Defendant stopped paying rent from October 1985. There has been no enhancement of rent since inception.	2(i) & 9	Denied. Rent was paid to the landlady up to September 1985. After her death, monthly rent was drawn and kept in the Undisbursed (U.D.) Account of Kachiguda Head Post Office because no legal heir or GPA holder claimed it. Till date, legal heirs never approached the department to claim rent or to vacate.
5	15, 16	Plaintiff's vendors issued numerous letters demanding arrears and vacation, and filed R.C. No.34 of 2007 for eviction.	2(v) & 11	R.C. No.34/2007 filed by the vendors was dismissed on 09.12.2009 on the ground that they failed to establish <i>bonafide</i> requirement. The appeal (R.A. No.179/2010) was also dismissed on 19.10.2010.
6	17,19	Defendant requisitioned acquisition of the property; Land Acquisition proceedings were initiated (notification u/s 4 on 28.06.2007, declaration u/s 6 on 21.06.2008). Plaintiff's vendors filed W.P.No.18402/2008, which was allowed on 29.02.2012, declaring the acquisition illegal.	2(iv), 12 & 13	Defendant deposited Rs.1,29,27,800/- towards cost of acquisition on 31.03.2007 and gazette notification was issued on 07.07.2008. The writ petition was allowed by a Single Judge, but defendant filed W.A. No.691/2012 and obtained an interim stay on 14.06.2012, which is still in force. Hence the department is in legal possession.
7	20,22	Plaintiff's vendors filed R.C. No.128/2007 for fixation of fair rent; the Rent Controller fixed fair rent at Rs.5 per sq.ft. (i.e., Rs.14,750 per month) on 22.11.2010.	2(vi) & 17	The fair rent order was passed, but defendant filed R.A. No.50/2011 (and stay I.A. No.754/2012) challenging it. The appeal is pending. Therefore, the department cannot be forced to pay the enhanced rent or arrears.
8	23	Vendors issued a quit notice under Section 106 of the Transfer of Property Act on 04.04.2012; defendant received it but neither vacated nor paid arrears.	14(ii)	In view of the pending writ appeal (W.A.No.691/2012) and the pending rent appeal (R.A.No.50/2011), there was no need to give a separate reply. The department has not vacated because of the subsisting stay and pending proceedings.
9	24, 26	Defendant admitted non payment of rent in its additional counter affidavit dated 27.02.2012 filed in W.P. No.18402/2008. Despite judicial pronouncements (High Court and Rent Controller), defendant has	15 & 16	Denies willful default. Rent from October 1985 to December 2003 was kept in the U.D. account because no legal heir claimed it. The department has filed an appeal against the fair rent order, and until that is disposed of, it cannot be forced to pay.

		not paid any arrears.		
10	27	Calculation of arrears of rent from October 1985 to June 2012 totals Rs.15,94,544/- (including interest).	20	The rent enhancement order is under challenge in R.A. No.50/2011 (pending). Therefore, it is not possible to pay the claimed arrears or monthly rent.
11	28	Cause of action arose on 04.04.2012 (quit notice), 22.11.2010 (fair rent order), 16.05.1973 (commencement of tenancy), and 27.02.2012 (admission in counter affidavit).	18	Reiterates that R.A.No.50/2011 is pending and acquisition proceedings are under stay; hence the suit is not maintainable.
12	29	Limitation: Under Article 67 of the Limitation Act, suit for recovery of possession from a tenant is within 12 years from determination of tenancy; defendant acknowledged the arrears on 27.02.2012.	18	No specific denial of limitation, but contends that due to pending appeals and stay, the department cannot be forced to vacate or pay.
13	Prayer (a) (e)	Decree for eviction, recovery of arrears of Rs.15,94,544/-, recovery of possession, costs, and other reliefs.	20 & concluding prayer	Suit is not maintainable in view of pending W.A. No.691/2012 and R.A. No.50/2011. The defendant prays for dismissal of the suit with costs.

9. Further, it is relevant to tabulate the averments in I.A.No.1952 of 2012 in O.S.No.516 of 2012 and the corresponding responses in the Counter affidavit filed therein:

S. No	Para No. (I.A. No. 1952 of 2012)	I.A. No. 1952 of 2012 (Plaintiff's Averments)	Para No. (Counter)	I.A. No. 1952 of 2012 (Defendant's Counter)	Denial / Response by Defendant
1	1	Petitioner is one of the Managing Partners and acquainted with facts. Seeks leave to read plaint as part of affidavit.	1	Contents are formal in nature, needs no reply.	

2	2	Petitioner is absolute owner of suit schedule property bearing Nos. 3-4-526/24 & 25, admeasuring 747.50 sq. yds. at Tahniyat Bagh, Lingampally, Hyderabad.	2 & 3	Denied.	Plaintiff vendors themselves are not absolute owners. Defendant acquired the property from State Govt. under Land Acquisition Act. Hence plaintiff's claim of absolute ownership is not correct.
3	3	Property purchased through registered Sale Deed dt. 13.06.2012 (Doc. No. 1604/2012). Title antecedents are part of document.	2 & 3	(Covered in above response)	Denial of absolute ownership.
4	4	Property was let out by erstwhile owner Smt. Hemalatha Devi on 16.05.1973 for 4 years at Rs.1,150/month. Defendant stopped paying rent from October 1985, nor vacated, nor enhanced rent.	3	Admits lease deed dt. 27.08.1974 for 4 years w.e.f. 16.05.1973 at Rs.1,150. Rent paid up to Sept. 1985.	After landlady's death (15.09.1985), rent from Oct. 1985 to Dec. 2003 kept in undisbursed account as no legal heirs claimed. No enhancement as no request from legal heirs.
5	5	Petitioner's vendors issued numerous letters demanding arrears of rent and vacation.	4 & 5	Denied.	Vendors filed RC No. 54/2007 for eviction and RC No. 128/2007 for enhancement. Genuine legal heirs never approached. Different persons posing as legal heirs/GPA holders claimed rent; defendant asked them to prove ownership.
6	6	Vendors filed O.S. No. 4373/2006 and were declared as only surviving legal heirs.	5 & 6	Details of RC No. 34/2007 dismissal and pending appeal.	Vendors failed to prove bonafide requirement; appeal pending.
7	7	Vendors filed R.C. No. 34/2007; defendant initiated land acquisition proceedings.	6	Details of acquisition and High Court orders.	Acquisition declared illegal; appeal pending.
8	8	Vendors filed R.C. No. 128/2007; fair rent fixed at Rs.14,750/month.	7 & 11	Admits filing; appeal and stay pending.	

9	9	Defendant squatting without payment since 1985; quit notice issued.	8 & 9	Denies squatting; rent deposited.	Pending appeals and stay cited.
10	10	Tenancy determined by efflux of time and quit notice.	9 & 10	Admits lease; claims continued possession.	Cites land acquisition and court orders.
11	11 & 12	Refers to pending WA and inability to vacate or pay enhanced rent.	10 & 11	Reiterates stay and pending cases.	
12	Final Prayer	Dismiss the IA.	15	Defendant prays dismissal.	Pending WA and RA cited.

Impugned Order of the Trial Court

10. The trial Court, upon consideration of the I.A. in the light of the counter affidavit, proceeded to allow the same. The trial Court held that the admissions on record were sufficient to warrant a decree under Order XII Rule 6 CPC and consequently decreed the suit for eviction and recovery of arrears of rent. Aggrieved by the same, the defendant filed the present appeal.

Submissions on behalf of the Appellant (Defendant)

11. The learned counsel appearing for the appellant/defendant assailed the impugned judgment and decree and advanced his submissions as under:

- i) That the written statement does not contain any clear, unambiguous or unconditional admission within the meaning of Order XII Rule 6 CPC so as to warrant a decree for eviction without trial. The statements regarding

the historical existence of tenancy were made only as part of a broader defence.

- ii) An 'admission' capable of forming the basis of a decree must be an admission of the plaintiff's right to the relief sought. The defendant's claim that rent was deposited in an UDP owing to conflicting claims of ownership constitutes a direct challenge to the plaintiff's claim for eviction.
- iii) The trial Court failed to appreciate the legal effect of pending proceeding in R.A.No.50 of 2011 relating to fixation of fair rent. It would be a travesty of justice to decree a suit for eviction when the very basis of the relationship (fair rent) is being agitated before appellate Courts.
- iv) The power under Order XII Rule 6 CPC is discretionary and is required to be exercised with great circumspection and only in cases where the admission is clear, unequivocal and unconditional. The present case raises substantial and triable issues, particularly with regard to title, entitlement to rent and arrears, and legality of possession.

v) The appellant filed written submissions relying upon ***Rajesh Mitra v. Karnan Properties Limited***¹, arguing that the Trial Court erroneously decreed the suit in the absence of any unequivocal, unconditional, or unambiguous admission.

Submissions on behalf of the Respondent (Plaintiff)

12. The learned counsel appearing for the respondent/plaintiff supported the impugned judgment and decree and advanced the following submissions:

- i) That the correspondences and legal proceedings including written statement in the suit contains clear and unequivocal admissions of foundational facts: (a) the original lease, (b) the monthly rent of Rs. 1,150/-, (c) the fact that no rent was paid after September, 1985, and (d) the continued occupation of the premises by the defendant even after expiry of the lease period.
- ii) By admitting the tenancy under D. Hemalatha Devi, the defendant has, by necessary implication, admitted her title, and consequently, the title of her legal heirs and successors-in-interest. The subsequent transfer to the plaintiff by a registered Sale Deed is a matter of record.

¹ 2025 (2) ALD 139

- iii) The plea that rent was being deposited in an UDP is characterized as an internal administrative arrangement, which does not absolve the defendant of its obligation to pay rent to the lawful owner.
- iv) The pendency of R.A.No.50 of 2011 (relating to fair rent) has no bearing on the maintainability of the present suit for eviction. The eviction proceedings are independent in nature.
- v) The respondent filed written submissions placing reliance on *Uttam Singh Dugal & Co. Ltd. v. Union Bank of India*², arguing that the trial Court rightly decreed eviction and arrears based on clear and consistent admissions, including non-payment of rent.

Points for Determination

13. I have taken note of the respective submissions made and the material on record including the plaint, written statement and written submissions.

14. In the present case the point for determination is whether the respondent/plaintiff has been able to establish that the statements made by the appellant/defendant in its written statement and any other pleading or correspondence

² (2000) 7 SCC 120

constituting a clear, unambiguous and unconditional admission of the respondent/plaintiff's entitlement to seek eviction, so as to justify the passing of a decree under Order XII Rule 6 of the CPC, thereby obviating the necessity of a full-fledged trial.

Consideration by this Court

15. The core issue that arises for consideration in the present appeal revolves around the interpretation and application of Order XII Rule 6 of the CPC, which reads as under:

6. Judgment on admissions-(1) *Where admissions of fact have been made either in the pleading or otherwise; whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.*

(2) *Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.*

16. The object underlying the aforesaid provision is to enable a party to obtain a speedy judgment, at least to the extent of the relief to which, on the basis of the admissions made by the opposite party, it is entitled. The provision is intended to curtail protracted litigation in cases where material facts are not in dispute. At the same time, it is well settled that the power conferred under this Rule is discretionary and not mandatory, and is required to be exercised judiciously and with due circumspection.

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17. It is trite law that an admission, to form the basis of a judgment under Order XII Rule 6 CPC, must be clear, unequivocal, and unambiguous, and must relate to facts which, by themselves, entitle the plaintiff to the relief sought. A decree on admissions cannot be founded upon statements which are qualified, conditional, evasive, or embedded in a broader defence, which, if accepted, would disentitle the plaintiff to the relief claimed.

18. It is to be noted that where the alleged admission is not clear or where the matter requires further examination, the Court may decline to pass a judgment on admissions and leave the parties to establish their respective cases in trial.

19. Applying the aforesaid principle to the facts of the present case, and having regard to the nature of the pleadings on record, including the written statement filed by the appellant/defendant, this Court is constrained to hold that the trial Court erred in invoking the provisions of Order XII Rule 6 CPC. Further, the 'admissions' sought to be relied upon by the respondent/plaintiff, as extracted from the written statement, do not constitute clear, unambiguous or unconditional admissions so as to form the sole basis for a decree for eviction, particularly in the backdrop of the specific and substantive defences raised by the appellant/defendant.

20. It is pertinent to note that the respondent herein in I.A.No.1952 of 2012 in O.S.No.516 of 2012 has averred as under:

10....The respondent has through various correspondences and in legal proceedings has admitted the tenancy and the quantum of rent. The quantum of rent claimed by the petitioner in the present suit is as decided by the various judicial pronouncements.

A careful reading of the aforesaid averment would disclose that the respondent has made only a general and non-specific assertion regarding alleged admissions on the part of the appellant. Significantly, no specific particulars of the correspondences or the legal proceedings, in which such admissions are said to have been made, have been pleaded or placed on record. In the absence of such foundational details, the plea remains vague and unsubstantiated. It is well settled that for the purpose of invoking Order XII Rule 6 CPC, the admissions relied upon must be clear, specific, and unequivocal; a bald and generalized statement, bereft of material particulars, cannot be construed as a binding admission so as to warrant a judgment on admissions.

21. It is pertinent to note that the appellant/defendant in his written statement has admitted the historical existence of a lease in respect of the suit property under the original owner D. Hemalatha Devi, including the agreed rate of rent and the fact

that direct payment of rent to the landlady ceased after her demise. However, such admissions pertain only to foundational or historical facts and do not amount to an admission of the respondent/plaintiff's present entitlement to seek eviction or of the legal consequences flowing therefrom. The relevant portion of the written statement is extracted hereunder:

In reply to Para No. 3 it is to submit that on 27-8-1974, Smt.D.Hemalatha Devi w/o late D.L.Ananda Rao executed a lease deed of the schedule property (H.No.3-4-526/24 and 25) together with the piece of vacant land in favour of the Department of Posts for a period of 4 years with effect from 16-5-1973 on a monthly rent of Rs. 1150/-. Thereafter, on completion of the lease period, the premise was not vacated by the Department of Posts as nobody asked either to vacate or to renew the lease deed for further period. In view of this, the Department of Posts continued in the said premises. Smt.D.Hemalatha Devi, w/o late Sr. D. L.Ananda Rao died at U.S.A. on 15-9-1985. The Department of Posts paid the rent for the said premises up to September 1985 to the owner. After her death, the monthly rent was drawn and kept in the U.D. (Undisbursed) Account of Station Kachiguda HO, as the same was not claimed by any legal heir or G.P.A Holder. Till date, the legal heirs have neither approached the Department of Posts for taking the rental dues nor requested the Department of Posts to vacate the premises. Moreover, the legal heirs/vendors did not inform about the sale or request the Department of Posts to vacate the premises before sale of the property. However, different persons, other than Legal heirs, from time to time, posing as buyers, are pressing the Department for eviction of premises.

A careful reading of the aforesaid written statement would disclose that the said admissions are not unqualified, but are expressly coupled with a substantive and consistent defence. The appellant/defendant has asserted that its continued possession is not that of a trespasser, but is referable to a tenancy whose incidents are entangled in disputes relating to

title and pending proceedings. The plea that rents were deposited in an UDP owing to competing claims of ownership constitutes a specific and direct challenge to the allegation of willful default.

22. Furthermore, while the origin of the tenancy is not in dispute, the nature, subsistence, and legal effect of the present tenancy, as well as the respondent/plaintiff's corresponding right to seek eviction, are seriously contested. In such circumstances, the alleged admissions cannot be said to be clear, unambiguous or unconditional, so as to attract the exercise of jurisdiction under Order XII Rule 6 CPC.

23. It is relevant to note that the claim of the respondent/plaintiff for eviction is predicated upon its assertion of absolute title. The appellant/defendant, in its written statement, has categorically disputed such title, contending that there exist rival claimants to the suit property, having regard to the various litigations pending between different parties.

24. However, while the respondent/plaintiff may have a registered Sale Deed in support of its claim, the mere existence of a registered document does not, by itself, conclusively establish title, particularly in a situation where the appellant/defendant, as a tenant, is confronted with competing

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claims of ownership. In such circumstances, the appellant/tenant's obligation to attorn to the lawful landlord and discharge rent to the rightful recipient assumes significance. In such case the appellant/defendant's plea that it refrained from making payment to any particular claimant and instead adopted a protective course in view of the uncertainty regarding title cannot, be said to be wholly untenable. Thus, the dispute relating to title goes to the root of the matter and constitutes a foundational issue, which would necessarily require adjudication upon appreciation of evidence. In view of the above, such a contested issue cannot be summarily determined in proceedings under Order XII Rule 6 CPC, which are confined to cases of clear and unequivocal admissions.

25. It is to be noted that the impugned decree of the trial Court is conspicuously silent on the effect of the pending challenge to the fair rent fixation in R.C.No.128 of 2007 in R.A.No.50 of 2011, whereby the quantum of rent remained *sub judice*, which is a material and germane aspect that goes to the root of the nature and legality of the appellant/defendant's possession and cannot be treated as inconsequential. The Court exercising jurisdiction under Order XII Rule 6 CPC cannot disregard such substantial and contested issue, as the

respondent/plaintiff's entitlement to immediate eviction is inextricably linked to the outcome of the said proceeding.

26. Further, the statement of the appellant/defendant regarding non-payment of rent cannot be construed as an unqualified admission, inasmuch as it is expressly conditioned by its substantive defence. The appellant/defendant has consistently pleaded that the non-payment was on account of uncertainty regarding the rightful owner, leading to deposit of rent in an undisbursed account, as well as the pendency of proceedings relating to fixation of fair rent. Such a statement, being qualified and contingent upon multiple factors, cannot constitute a clear and unequivocal admission so as to form the basis of a summary decree under Order XII Rule 6 CPC. The trial Court, in invoking the said provision, ought to have examined the written statement in its entirety to determine whether any admission was truly unconditional. The approach of selectively relying upon isolated statements, divorced from the overall defence, amounts to a manifest error in the exercise of jurisdiction.

27. It is a settled principle that pleadings must be read as a whole, and an admission cannot be culled out by selectively

relying upon isolated statements divorced from the context in which they are made.

28. It is to be noted that for a decree under Order XII Rule 6 CPC to be sustained, the admission must be such that the plaintiff's entitlement to the relief of eviction flows directly and unequivocally therefrom. In the present case, although the appellant/defendant has admitted the existence of a tenancy, such admission does not, by itself, entitle the respondent/plaintiff to eviction, which can be granted only upon proof of legally recognized grounds such as valid determination of tenancy or willful default. The appellant/defendant has specifically disputed the effectiveness of the notice in the context of disputed title and has denied willful default, asserting that rent was deposited in an UDP due to competing claims, which constitute substantive and triable issues, and in the absence of clear and unconditional admissions, a judgment under Order XII Rule 6 CPC cannot be sustained.

29. It is further to be noted that the mere receipt of a notice by the appellant/defendant cannot be construed as an admission of the contents thereof. Receiving of notice does not mean accepting or admitting the claims made therein, nor can it be treated as a foundation for decreeing the suit on admission.

In the present case, the appellant/defendant has, in its written statement, raised specific and substantial defences touching upon title, alleged default, and the nature of possession, all of which give rise to triable issues requiring adjudication on evidence. In such circumstances, the trial Court erred in treating the receipt of notice or absence of compliance therewith as an admission so as to invoke Order XII Rule 6 CPC. Therefore, a decree on admission cannot be founded on presumptive inferences drawn from silence or non-response to a notice, particularly when the pleadings disclose a *bona fide* and contested defence necessitating a full-fledged trial.

30. The Delhi High Court, while dealing with a similar issue in **Deepak Rastogi v. Flexi Resource Solution Private Limited**³, has held as under:

7. Order 12 Rule 6 CPC is enacted for the purpose of expediting the trials; if there is any admission on behalf of the defendant or an admission can be inferred from the facts and circumstances of the case without any dispute. The said rule is an enabling provision which confers discretion on the Court to deliver a speedy judgment on admission and to the extent of the claim admitted by one of the parties of his opponent's claim. However, a judgment on admission is not a matter of right and rather is a matter of discretion of the Court and is neither mandatory nor it is peremptory. This rule applies wherever there is a clear admission of facts in the face of which it is impossible for the party making it, to succeed. Elucidating on the scope of Order 12 Rule 6 CPC, this Court in *State Bank of India vs. M/s Midland Industries*, MANU/DE/0235/1987 : AIR 1988 Delhi 153, held thus:

There is no doubt that Rule 6 of Order 12 has been couched in a very wide language. However, before a

³ (2012) ILR 6 Delhi 693

court can act under Rule 6, admission must be clear, unambiguous, unconditional and unequivocal. Furthermore a judgment on admission by the defendant under Order 12 rule 6 Civil Procedure Code is not a matter of right and rather is a matter of discretion of the court, no doubt such discretion has to be judicially exercised. If a case involves questions which cannot be conveniently disposed of or a motion under this rule the court is free to refuse exercising discretion in favor of the party invoking it. It is not in each case where Order 12 rule 6 Civil Procedure Code is invoked that the court would be obliged to pass a decree which case would depend upon its own peculiar facts. Where the defendants have raised objections which go to the very root of the case, it would not be proper to exercise this discretion and pass a decree in favor of the plaintiff. The purpose of Order 12 rule 6 Civil Procedure Code is to avoid waiting by the plaintiff for part of the decree when there is a clear, unequivocal, unambiguous and unconditional admission of the defendant in respect of the claim of the defendant. The rule only secures that if there is no dispute between the parties, and if there is on the pleadings or otherwise such an admission as to make it plain that the plaintiff is entitled to a particular order or judgment he should be able to obtain it at once to the extent of admission. But the rule is not intended to apply where there are serious questions of law to be asked and determined. Likewise where specific issues have been raised in spite of admission on the part of the defendants the plaintiff would be bound to lead evidence on those issues and prove the same before he becomes entitled to decree and the plaintiff in that event cannot have a decree by virtue of provision of Order 12 rule 6 Civil Procedure Code without proving those issues.

(emphasis supplied)

31. A decree under Order XII Rule 6 CPC can be granted only on clear, absolute, and self-sufficient admissions, and where such admissions are disputed or require explanation, the matter must be relegated to trial. The said principle was elucidated by the Karnataka High Court in **CREF Finance Limited v. Sri**

Shanthi Homes Private Limited Company and others⁴

wherein it was held as under:

7. When an application is filed under Order 12 Rule 6, objections are filed by the respondents denying in toto, the said documents would partake the character of a disputed documents. Under Section 18 of the Evidence Act, an opportunity is to be given to the respondents to explain the said admissions and in what situation those admissions were made. But however, this is a matter to be decided during the course of trial and not at a stage, when the application is being considered under order 12 Rule 6 of the Code of Civil Procedure. A Division Bench of this Court in the case of Mr. B.S. Viswanath v. Chandikaben J. Mehta MANU/KA/0021/1990 : AIR1990Kant142 has held that as can be seen from the provision, the Court in its discretion has the jurisdiction to pass partial decree on the basis of the facts admitted, whether such admission is in the pleadings or otherwise. The scope of the above provision is, the admission must be such which is complete and sufficient to pass a partial decree, which the Court proposes to pass on the basis of admission. The same view is taken in the case of Janardhan Jog v. Srikrishna (supra) that the admission must be absolute and capable of being worked out by itself. It is also to be noticed that so far as the admission as contemplated under Order 12 Rule 6 of the Code of Civil Procedure is concerned should independently stand without there being any interlink support and unless that is established, a decree under Order 12 Rule 6 of the Code of Civil Procedure cannot be granted.

(emphasis supplied)

32. Further, Delhi High Court in **State Bank of India v. Midland Industries and others⁵** while interpreting the principle that a judgment under Order XII Rule 6 CPC is discretionary and can be granted only on clear, unequivocal admissions, and not where serious disputes or issues going to the root of the matter require adjudication at trial, has held as under:

6....There is no doubt that Rule 6 of Order 12 has been couched in a very wide language. However, before a court can act under

⁴ AIR 2006 Kant 54

⁵ AIR 1988 Del 153

Rule 6, admission must be clear, unambiguous, unconditional and unequivocal. Furthermore a judgment on admission by the defendant under Order 12 rule 6 Civil Procedure Code is not a matter of right and rather is a matter of discretion of the court, no doubt such discretion has to be judicially exercised. If a case involves questions which cannot be conveniently disposed of or a motion under this rule the court is free to refuse exercising discretion in favor of the party invoking it. It is not in each case where Order 12 rule 6 Civil Procedure Code is invoked that the court would be obliged to pass a decree which case would depend upon its own peculiar facts. Where the defendants have raised objections which go to the very root of the case, it would not be proper to exercise this discretion and pass a decree in favor of the plaintiff. The purpose of Order 12 rule 6 Civil Procedure Code is to avoid waiting by the plaintiff for part of the decree when there is a clear, unequivocal, unambiguous and unconditional admission of the defendant in respect of the claim of the defendant. The rule only secures that if there is no dispute between the parties, and if there is on the pleadings or otherwise such an admission as to make it plain that the plaintiff is entitled to a particular order or judgment he should be able to obtain it at once to the extent of admission. But the rule is not intended to apply where there are serious questions of law to be asked and determined. Likewise where specific issues have been raised in spite of admission on the part of the defendants the plaintiff would be bound to lead evidence on those issues and prove the same before he becomes entitled to decree and the plaintiff in that event cannot have a decree by virtue of provision of Order 12 rule 6 Civil Procedure Code without proving those issues.

(emphasis supplied)

33. The reliance placed by the respondent/plaintiff on the judgment of the Hon'ble Supreme Court in **Uttam Singh Dugal** (supra 2) is wholly misplaced. In that case, the appellant had, through a formal Board Resolution dated 30.05.1990 and a subsequent letter dated 04.06.1990, made a clear, unambiguous, and unconditional written admission acknowledging its specific liability to the tune of Rs.10,15,80,000/-, and the said admission was reiterated in the affidavit-in-opposition filed before the trial Court. It was in those

circumstances that the Hon'ble Supreme Court held that a decree under Order XII Rule 6 CPC could be passed. In sharp contrast, in the present case, the defendant/tenant has consistently and categorically denied the respondent/plaintiff's title in its written statement, by raising substantial and material triable issues and serious disputes regarding ownership by pointing to rival claims and pending litigations, and has specifically asserted that the rent was deposited in an 'Undisbursed Account' precisely on account of the conflicting claims of title and not wilful default.

34. Further, the Hon'ble Supreme Court itself in **Uttam Singh Dugal's** case (supra 2) at para 11 has recognized the settled legal position that where a party has a reasonable explanation for the alleged admission, or where the admission is conditional or disputed, the Court is not bound to pass a decree under Order XII Rule 6 CPC, and that in cases involving complex questions of title, declaratory reliefs, or where independent proof is required, the provision cannot be mechanically invoked. Therefore, the judgment in **Uttam Singh Dugal's** case (supra 2), being factually distinct and not supporting a decree on admissions in the face of serious disputes regarding title, default, and pending proceedings, does

not advance the case of the respondent herein. The relevant para of the said decision is extracted hereunder:

11. ... In the objects and reasons set out while amending the said rule, it is stated that "where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled." We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment.

Where other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which, it is impossible for the party making such admission to succeed.

(emphasis supplied)

35. At this juncture, it is necessary to note that the trial Court appears to have been swayed by the volume of historical facts admitted by the appellant/defendant, while failing to appreciate that such admissions were made within the framework of a substantial and plausible defence. A decree for eviction, particularly against a public institution discharging governmental functions, is a serious matter, and the same ought not to have been granted in a summary manner when triable issues of fact and law were clearly raised.

36. It is also necessary to emphasize the well-recognized distinction between an admission of a fact and an admission of a claim. An admission of fact pertains merely to the existence of a particular circumstance such as, the appellant/defendant acknowledging the factum of an initial tenancy, and such an

admission does not, by itself, amount to an acceptance of the legal consequences flowing from that fact, namely, that the appellant/defendant is presently in unauthorized occupation or liable to be evicted forthwith. The trial Court, in the impugned judgment, appears to have conflated these two distinct aspects, thereby vitiating its conclusion.

37. The Hon'ble Supreme Court in ***Jeevan Diesels and Electricals Limited. v. Jasbir Singh Chadha and others***⁶ has held as under:

16. In this connection reference may be made to an old decision of the Court of Appeal between *Gilbert v. Smith* reported in 1875-76 (2) CD 686. Dealing with the principles of Order XL, Rule 11, which was a similar provision in English Law, Lord Justice James held, "if there was anything clearly admitted upon which something ought to be done, the plaintiff might come to the Court at once to have that thing done, without any further delay or expense" (see page 687). Lord Justice Mellish expressing the same opinion made the position further clear by saying, "it must, however, be such an admission of facts as would shew that the plaintiff is clearly entitled to the order asked for". The learned Judge made it further clear by holding, "the rule was not meant to apply when there is any serious question of law to be argued. But if there is an admission on the pleading which clearly entitles the plaintiff to an order, then the intention was that he should not have to wait but might at once obtain any order" (see page 689).

17. In another old decision of the Court of Appeal in the case of *Hughes Edinburgh, and Glasgow Assurance Company (Limited) v. London*, reported in 1891-92 8 TLR 81, similar principles were laid down by Lord Justice Lopes, wherein His Lordship held "judgment ought not to be signed upon admissions in a pleading or an affidavit, unless the admissions were clear and unequivocal". Both Lord Justice Esher and Lord Justice Fry concurred with the opinion of Lord Justice Lopes.

(emphasis supplied)

38. Applying the aforesaid principles to the present case, this Court finds that the alleged admissions relied upon by the

⁶ (2010) 6 SCC 601

respondent/plaintiff do not meet the standard required under Order XII Rule 6 CPC. An admission, to be acted upon, must be unequivocal, unambiguous, clear and categorical; it cannot be deduced from or inferred on a selective reading of the pleadings. In the present case, though the appellant/defendant has adverted to the historical existence of tenancy and the earlier rate of rent, such statements are expressly qualified by a substantive defence disputing the respondent/plaintiff's title, asserting rival claims, and explaining non-payment of rent on account of *bona fide* uncertainty, including deposit in an undisbursed account. The pendency of proceedings relating to fair rent also underscores that the rights of the parties remain contested. In such circumstances, the pleadings, read as a whole, do not disclose any clear or unconditional admission of liability or of the respondent/plaintiff's entitlement to eviction, and the trial Court erred in drawing inferences from a composite and contested defence to pass a decree without trial.

Conclusion

39. For the foregoing reasons, this Court is of the considered view that the judgment and decree dated 31.08.2016 passed by the III Additional Chief Judge, City Civil Court, Hyderabad, in O.S.No.516 of 2012, are unsustainable in law and on facts. The invocation of jurisdiction under Order XII Rule 6 CPC was

unwarranted, as the alleged admissions do not constitute clear, unequivocal and unconditional admissions so as to justify a decree for eviction and recovery of arrears of rent.

40. Accordingly, the Appeal is allowed. The impugned judgment and decree dated 31.08.2016 in O.S.No.516 of 2012 are hereby set aside. Further, having regard to the fact that O.S.No.516 of 2012 is pending since the year 2012, this Court deems it appropriate to direct the trial Court to frame the necessary issues, if not already framed, and to proceed with the trial expeditiously and dispose of the suit, in accordance with law, preferably within a period of six (06) months from the date of receipt of a copy of this order.

As a sequel, miscellaneous applications pending if any in the appeal, shall stand closed. No costs.

Sd/-M. RAMANA KRISHNA
JOINT REGISTRAR

//TRUE COPY//

SECTION OFFICER

One Fair Copy to the Hon'ble Sri Justice G.M. Mohiuddin
(For His Lordship's kind Perusal)

To,

1. The III Additional Chief Judge, City Civil Courts at Hyderabad
2. 11 LR Copies
3. The Under Secretary, Union of India, Ministry of Law, Justice and Company Affairs, New Delhi
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5. One CC to SRI K MOHAN, Advocate [OPUC]
6. One CC to SRI P THIRUMALA RAO, Advocate [OPUC]
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ADK/BA



HIGH COURT

DATED: 02/04/2026



JUDGMENT+DECREE

2 DRAFTS

CCCA.No.20 of 2017

**ALLOWING THE CCCA
WITHOUT COSTS**

(21) MT
21/4/26

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**THURSDAY, THE SECOND DAY OF APRIL
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE SRI JUSTICE G.M. MOHIUDDIN

CITY CIVIL COURT APPEAL NO: 20 OF 2017

Between:

The Union of India, through the Department of Posts represented by its Senior Superintendent of Post Offices, Postal Stores Depot Hyderabad South East Division, Hyderabad

...Appellant/Defendant

AND

M/s. S.A Associates (Partnership concern), rep.by its Managing Partners Sri PS. Arun Kumar S/o Late P.S Narayana Rao, aged 46 years, Occ Business, Sri D.Sandeep S/o D.Sreedhar, aged 35 years, Occ Business, having registered office at Flat No.309, 3rd Floor, Ameermahal Apartments Hyderguda, Hyderabad

...Respondent/Plaintiff

Appeal under section 96 of C.P.C against the Judgment and Decree Dated 31/8/2016 made in O.S.No.516 of 2012 on the file of the Court of the III Additional Chief Judge, City Civil Courts at Hyderabad.

This appeal coming on for hearing and upon perusing the grounds of appeal, the Judgment and Decree of the Lower Court and the material papers in the Case and upon hearing the arguments of Sri K Mohan, Advocate for the Appellant and of Sri P Thirumala Rao, Advocate for the Respondent.

This Court doth Order and Decree as follows:

1. That the CCCA be and hereby is allowed;
2. That the impugned judgment and decree dated 31.08.2016 in O.S.No.516 of 2012 are hereby set aside;
3. That having regard to the fact that O.S.No.516 of 2012 is pending since the year 2012, this Court deems it appropriate to direct the trial Court to frame the

necessary issues, if not already framed, and to proceed with the trial expeditiously and dispose of the suit, in accordance with law, preferably within a period of six (06) months from the date of receipt of a copy of this order;

4. That there shall be no order as to costs in this appeal.

**SD/- M. RAMANA KRISHNA
JOINT REGISTRAR**

//TRUE COPY//

SECTION OFFICER

To,

1. The III Additional Chief Judge, City Civil Courts at Hyderabad
2. Two CD Copies

ADK/BA



HIGH COURT

DATED: 02/04/2026

DECREE

CCCA.No.20 of 2017

ALLOWING THE CCCA

WITHOUT COSTS

④
JMT
21/4/26