

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% **Date of order : 10th February, 2023**
+ CS(OS) 172/2021
RAJINDER SINGH BHATIA Plaintiff

Through: Mr. Abhishek Aggarwal, Advocate

versus

MANJU BHATIA Defendant

Through: Mr. Manoj Singh, Advocate
Ms. Sakshi Popli, Standing
Counsel for MCD

CORAM:
HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER

CHANDRA DHARI SINGH, J (Oral)

I.A. 9927/2021 (u/O XII R-6)

Facts of the Case

1. The plaintiff has filed the present suit for declaration, permanent and mandatory injunction seeking directions *qua* eviction of the defendants and for recovery of *mesne* profits, damages on account of unauthorized occupation.

2. The plaintiff has filed the present application under Order XII Rule 6 of the Code of Civil Procedure, 1908 (**hereinafter referred to as the 'CPC'**) praying for the following reliefs:

"a. Decree the suit of the plaintiff' on the basis of the admissions made by the defendant as have been enumerated

in para 3 of the application.

b. Award costs of the suit and interest on the decretal amount in favour of the plaintiff and against the defendant.”

Submissions on behalf of the Plaintiff

3. It has been submitted by the learned counsel appearing on behalf of the plaintiff that the plaintiff is the sole and absolute owner of the entire property bearing no. B-43 and B-44, Double Storey, Ramesh Nagar, New Delhi – 110015 alongwith the roof rights.

4. On behalf of the plaintiff, it has been asserted that the defendant has been before this court and presented a written statement. As a result, the plaintiff's suit deserved to be decided given the defendant's admissions in its written statement.

5. On behalf of the plaintiff, it has been asserted that the defendant has categorically averred that a relinquishment deed was issued in the plaintiff's favour in paragraph 2 of the preliminary objections. Despite being accompanied by a condition, it is argued that the defendant's statement constitutes an unequivocal acknowledgment that she had legitimately given the plaintiff the rightful ownership of her whole share of the subject.

6. The land was formerly owned by the father of the plaintiff and the defendant, it is claimed by the defendant in paragraph 2 of the reply to the written statement. Therefore, it is argued on behalf of the plaintiff that the defendant's use of the term "earlier" in the aforementioned paragraph constitutes an unmistakable acknowledgment that the plaintiff is the only and absolute owner of the subject property as of the date in question.

7. The defendant has chosen not to respond to the plaintiff's claim that the defendant issued a relinquishment deed on 2nd September, 2010, in the plaintiff's favour, renouncing her 20% interest in the suit property. As a result, the defendant has made a clear and unequivocal acknowledgment.

8. The defendant admitted in her written statement in **Civil Suit No. 3380 of 2015** that she is residing in the suit property as a licensee with the plaintiff's permission and that she has no right, title, or interest in the subject property, according to the submission made on behalf of the plaintiff in para. 8(iv) of the plaint. Given the defendant's admission, it is clear that the defendant is only a licensee and has no ownership rights to the suit property.

9. On behalf of the plaintiff, it is said that the defendant had, through her affidavit of admission and denial, acknowledged all the documents that the plaintiff had filed.

10. It is argued that the plaintiff's suit deserves to be decided in light of the arguments put forward on his or her side.

Submissions on behalf of the Defendant

11. On behalf of the defendant, it has been asserted that the plaintiff's current application lacks any merit and is just intended to benefit from the plaintiff's biased account. It is further argued that the plaintiff does not stand to benefit in any way from the grounds cited by him, and as a result, the current application is likely to be rejected at threshold.

12. On behalf of the defendant, it is said that only the records that were the focus of the prior suit brought before this court have been accepted. As a result, the defendant's acknowledgment of the aforementioned documents cannot be interpreted as an acceptance.

13. On behalf of the defendant, it is said that the relinquishment deed signed in favour of the plaintiff has been cancelled by her, after learning of the plaintiff's ulterior motives and dishonesty. The plaintiff's bad intentions were revealed when he settled his dispute with his brother by transferring Rs. 51 Lakhs in his favour and subsequently getting a relinquishment deed executed in the plaintiff's favour. Since that time, the plaintiff has been attempting to evict the defendant from the suit property in violation of the family settlement that was reached between the mother, who has since passed away, and the brothers and sisters.

14. On behalf of the defendant, it has been argued that the defendant had the right to reside in the suit property up to her death in accordance with the family agreement, and as a consequence, she executed the relinquishment deed in the plaintiff's favour.

15. The defendant claims that the plaintiff is not the rightful owner of the suit property since the necessary stamp duty was not paid by the plaintiff after the civil action bearing number CS (OS) 3380/2015 was decided. As a result, the decree sheet could not have been created for lack of stamp duty.

Analysis of the Court

16. Order XII Rule 6 of the C.P.C governs judgments on admission verbatim. It is important to comprehend what admission is, what makes a legal admission, where such an admission must be made, and under what conditions a judgment under this provision may be rendered, notwithstanding how straightforward it may seem. This Court is inclined to address the aforementioned dilemma. Admission is without a doubt a common law norm. The main goal of this rule is to make it possible for a

party to quickly obtain judgment in cases when such admission is made. The trick is to interpret this norm in a way that allows for swift justice while being careful not to trample on the right to a fair defence by taking into account the specifics of each case.

17. In order to adjudicate the present dispute between the parties, it would be appropriate to peruse Order XII Rule 6 of the CPC:

“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.”

18. The nature and scope of “judgment on admission” has been described by the Hon’ble Supreme Court in its judgment titled as ***Charanjit Lal Mehra v. Kamal Saroj Mahajan; (2005) 11 SCC 279*** that states a conclusive admission is one that is derived from the case's facts and circumstances without any question. The relevant extract of the said judgment is reproduced herein:

“8. Learned counsel made an alternative submission that the revision petition was not maintainable and the lease deed is not a registered one and therefore, it is not maintainable. None of these objections were raised by the defendants before the learned Single Judge. Even before the trial court, the non-registration of lease deed (which did not prescribe any term) was not put in issue. It is only devised now to

*somehow defeat and delay the eviction and possession of the premises to the landlady. In fact, Order 12 Rule 6 CPC is enacted for the purpose of and in order to expedite the trials if there is any admission on behalf of the defendants or an admission can be inferred from the facts and circumstances of the case without any dispute; then, in such a case in order to expedite and dispose of the matter such admission can be acted upon. In the present case, looking at the terms of the lease deed, there can be no two opinions that the tenancy was joint/composite and not an individual one. Therefore, on these admitted facts the view taken by learned Single Judge of the High Court appears to be justified. In this connection, a reference may be made to a decision of this Court in the case of *Uttam Singh Duggal & Co. Ltd. v. United Bank of India* [(2000) 7 SCC 120] . Their Lordships have held as follows: (SCC p. 121)*

“In the objects and reasons set out while amending Rule 6 of Order 12 CPC 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’.

The Supreme Court should not unduly narrow down the meaning of this rule as the object is to enable a party to obtain speedy judgment.”

Therefore, in the present case, as appearing to us, there is a clear admission on behalf of the defendants that there existed a relationship of landlord and tenants, the rent is more than Rs 3500 and the tenancy is a joint and composite one. As such, on these admitted facts, there are no two opinions in the matter and the view taken by the learned Single Judge of the High Court appears to be correct and there is no ground to interfere in this special leave petition and the same is dismissed.”

19. It has been held by the Hon’ble Supreme Court in its judgment titled as *Payal Vision Ltd. v. Radhka Choudhary; (2012) 11 SCC 405*

that admission must be unambiguous, explicit, and adequate to give the requested relief in order to serve as the foundation for the decision. Admission used to support a judgement must be relevant to the issues at stake in the suit. The relevant para of the said judgment is reproduced hereunder:

“7. In a suit for recovery of possession from a tenant whose tenancy is not protected under the provisions of the Rent Control Act, all that is required to be established by the plaintiff landlord is the existence of the jural relationship of landlord and tenant between the parties and the termination of the tenancy either by lapse of time or by notice served by the landlord under Section 106 of the Transfer of Property Act. So long as these two aspects are not in dispute the court can pass a decree in terms of Order 12 Rule 6 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.”

8. The above sufficiently empowers the court trying the suit to deliver judgment based on admissions whenever such admissions are sufficient for the grant of the relief prayed for. Whether or not there was an unequivocal and clear admission on either of the two aspects to which we have referred above and which are relevant to a suit for possession against a tenant is, therefore, the only question that falls for determination in this case and in every other case where the plaintiff seeks to invoke the powers of the

court under Order 12 Rule 6 CPC and prays for passing of the decree on the basis of admission. Having said that we must add that whether or not there is a clear admission upon the two aspects noted above is a matter to be seen in the fact situation prevailing in each case. Admission made on the basis of pleadings in a given case cannot obviously be taken as an admission in a different fact situation. That precisely is the view taken by this Court in Jeevan Diesels & Electricals Ltd. [(2010) 6 SCC 601 : (2010) 2 SCC (Civ) 745] relied upon by the High Court where this Court has observed: (SCC p. 604, para 10)

“10. ... Whether or not there is a clear, unambiguous admission by one party of the case of the other party is essentially a question of fact and the decision of this question depends on the facts of the case. The question, namely, whether there is a clear admission or not cannot be decided on the basis of a judicial precedent. Therefore, even though the principles in KaramKapahi [(2010) 4 SCC 753 : (2010) 2 SCC (Civ) 262] may be unexceptionable they cannot be applied in the instant case in view of totally different fact situation.”

20. Consequently, in view of the judgments cited above and the facts of the instant case, the present application filed by the plaintiff under Order XII Rule 6 of the CPC fails to establish a clear and unambiguous admission on part of the defendant. Moreover, the relinquishment deed, relied upon by the plaintiff to establish a case of ‘Judgment on Admission’, has been revoked by the defendant, therefore, the same cannot come to support the case of the plaintiff.

21. This court is of the view that mere admission of entering into an arrangement or contract cannot be taken into consideration in isolation without taking into account the additional objections of the appellant-defendants that certain pages in the agreement to sell were fabricated.

Categorical and unconditional admissions are required for the granting of relief under Order XII Rule 6 of the CPC. Furthermore, in accordance with this rule, the power of this Court is discretionary and cannot be claimed as a matter of right.

22. Accordingly, the present application being devoid of any merit is dismissed.

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List before the Joint Registrar on 27th February, 2023.

The order be uploaded on the website forthwith.

CHANDRA DHARI SINGH, J

FEBRUARY 10, 2023

Dy/ug

[Click here to check corrigendum, if any](#)