



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

% *Reserved on: 15th May, 2026*

Pronounced on: 23rd May, 2026

+ **RFA 511/2026, CM APPL. 33202/2026, CM APPL. 33203/2026,
CM APPL. 33204/2026**

MS. YASMEEN

.....Appellant

Through: Mr. Harsh Kumar, Mr. Bipin Jha,
Mr. Naveen Kumar, Mr. Abdul
Hameed Khan, Advocates

versus

MOHD ANIS

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. Regular First Appeal under Section 96 read with Order XLI of the Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*) against the Judgment and Decree dated 19.03.2026 *whereby the Suit filed by the Plaintiff seeking possession, recovery of arrears of rent and mesne profits, was decreed.*

2. The Plaintiff/Respondent, Mohd. Anis, filed a Civil Suit bearing **CS DJ No. 555/2019** for *recovery of possession, arrears of rent, mesne profits and injunction.*

3. *The facts in brief*, are that the Plaintiff, Mohd. Anis, was the owner of property bearing No. 3286, Fourth Floor, Bazar Delhi Gate, Darya Ganj,



New Delhi-110002, comprising of three bedrooms, one drawing room, one kitchen and one bathroom with toilet, admeasuring about 100 sq. yds. (*hereinafter referred to as the "Suit Property"*).

4. The Defendant/Appellant, Ms. Yasmeen, was inducted as a tenant in the Suit Property on 01.08.2013, for a fixed period of 11 months at a monthly rent of Rs.16,000/- exclusive of electricity and water charges, to be paid directly to the concerned authorities, as per consumption. The possession of the Suit Property was handed over to the Defendant on 01.08.2013. Thereafter, a Lease Deed dated 02.08.2013 was executed, in confirmation of the tenancy created in favour of the Defendant.

5. The tenancy expired by efflux of time on 01.07.2014, despite which the Defendant failed to hand over the possession. The parties mutually agreed to payment of enhanced rent of Rs.17,000/- exclusive of water and electricity charges, w.e.f. 01.07.2014.

6. The Plaintiff claimed that the Defendant was irregular in making payment of rent and had been *in arrears of rent since 01.07.2016*. The Defendant had also not paid the electricity and water charges to the concerned authorities. The arrears of electricity charges mounted to Rs.38,880/-, which were payable by the Defendant.

7. Despite repeated requests made by the Plaintiff to pay the arrears of rent and electricity and water charges, the Defendant avoided making the payment on one pretext or the other. Eventually, the Defendant handed over one cheque bearing No. 017537 dated 25.11.2016 for a sum of Rs.5,000/- and another cheque bearing No. 017534 dated 30.11.2016 for a sum of Rs.6,000/- towards the electricity charges due and payable by her. Apart



from the aforesaid two cheques, the Defendant failed to pay any amount towards the arrears of rent, w.e.f. 01.07.2016.

8. The Plaintiff, thereafter, issued a Legal Notice dated 20.02.2017 terminating the tenancy of the Defendant and calling upon her to hand over the vacant and peaceful possession of the Suit Property, as well as to pay the arrears of rent.

9. The Defendant sent a Reply dated 02.03.2017 wherein she denied the ownership of the Plaintiff, in respect of the Suit Property. The Defendant claimed that she had purchased the Suit Property from one Mohd. Asad Khan. The Plaintiff alleged that the Defendant had also made various false and frivolous allegations against him, in the said Reply. According to the Plaintiff, the intentions of the Defendant and her husband were mala fide and fraudulent.

10. Furthermore, it is claimed that, Mohd. Asad Khan was neither the owner nor in possession of the Suit Property and, therefore, had no right, title or interest to transfer the property to any third party.

11. The Plaintiff thus, filed the Suit seeking **recovery of possession, arrears of rent** amounting to Rs.1,36,000/- along with interest @ 12% per annum, and further claimed **mesne profits/use and occupation charges** amounting to Rs.4,42,000/- for the period w.e.f. 06.03.2017 till the filing of the present Suit.

12. The Plaintiff also sought **future damages/mesne profits** along with **pendente lite** and future interest @ 12% per annum. A decree of **mandatory injunction** was also sought directing the Defendant to pay the electricity charges, and a decree of **permanent injunction** was sought restraining the Defendant from creating any third-party interest in the Suit Property.



13. The Defendant, in the *Written Statement*, stated that the Suit Property had been taken by her husband, Mohd. Khalil, from one Mohd. Asad Khan S/o Mohd. Rais Khan and, therefore, Mohd. Khalil and Mohd. Asad Khan were necessary parties, to the present Suit.

14. It was further stated that Mohd. Khalil, husband of the Defendant, had taken the Suit Property from Mohd. Asad Khan on 02.08.2013, under an Agreement and a sum of Rs.6,00,000/- was allegedly paid through cheque.

15. It was further claimed that an additional amount of Rs.11,70,000/- was also allegedly paid by the husband of the Defendant, to Mohd. Asad Khan through cheque. Thereafter, he claimed that the suit property had been handed over to her husband, by way of mortgage and the original papers were also handed over to him. Further, as per the alleged Mortgage Deed dated 26.05.2015, Mohd. Khalil had the right to take possession of the property and recover the amount advanced by him.

16. The Defendant further averred that the Plaintiff, who was residing in the same locality, had represented that he had purchased the Suit Property from Mohd. Asad Khan and had thereafter, rented it out to him, though the entire sale consideration had allegedly not been paid by Mohd. Asad Khan. It was further alleged that upon payment of the balance amount of Rs.10,00,000/-, Mohd. Asad Khan was to become the owner of the property and the requisite documents were to be executed in his favour.

17. The Defendant further alleged that, *by way of security, Mohd. Asad Khan had handed over possession of the property to her husband* and had also issued two cheques in the sum of Rs.2,00,000/- and Rs.9,70,000/-. Further, additional amounts were subsequently paid on demand, before execution of the documents in the presence of the Plaintiff, Mohd. Anis, and



subsequently, security cheques amounting to Rs.2,84,000/- and Rs.3,00,000/- were also issued to the Defendant.

18. According to the Defendant, the Plaintiff started claiming himself to be the owner of the property and Mohd. Asad Khan disappeared. It was further alleged that Mohd. Anis, plaintiff got the Gift Deed executed in his favour, at the instance of Mohd. Asad Khan.

19. The Defendant further claimed that she and her husband, had lodged complaints with the Police and during the course of investigations, it was revealed that, Mohd. Asad Khan had allegedly cheated several persons and that six FIRs had been registered against him. It was further alleged that Mohd. Asad Khan had thereafter, disappeared, despite which the Plaintiff never lodged any complaint against him, which according to the Defendant, reflected that the Plaintiff was acting in connivance with Mohd. Asad Khan.

20. The Defendant, however, made a Police Complaint dated 20.02.2017 against Mohd. Asad Khan and Mohd. Anis, the Plaintiff. Thereafter, the Defendant/husband of the Defendant also filed a Criminal Complaint before the learned MM, Tis Hazari Courts, Delhi. However, as the Complaint was not pursued, the same came to be dismissed in default.

21. The Defendant further alleged that she and her husband were in possession of the Suit Property and Mohd. Asad Khan was in jail. It was further alleged that certain persons, namely, *Zulfikar, Yahiya and Chand*, who were stated to be persons of criminal antecedents, started threatening the Defendant to vacate the premises. The Defendant further alleged that since Mohd. Asad Khan was not being released on bail, ***he got the Gift Deed and the Lease Deed executed in favour of the Plaintiff***, on account of the



payments allegedly made by him, much after possession of the Suit Property had already been handed over to the Defendant and her husband.

22. Furthermore, the Defendant averred that the Plaintiff had started asserting himself to be the owner of the Suit Property, which according to the Defendant was an act of cheating on the part of Mohd. Asad Khan and the Plaintiff, who, in connivance with each other, were trying to get the Defendant evicted from the suit Property.

23. The Defendant further alleged that the Plaintiff was claiming himself to be the owner of the Suit Property on the basis of the Gift Deed, which according to her was without possession and, therefore, not valid in law. Furthermore, the Gift Deed had been executed in favour of the Plaintiff in the year 2018, though the Suit Property had allegedly been leased out in the year 2013. The Defendant thus, claimed that the Suit was liable to be rejected on this ground as well.

24. It was further claimed that the Suit for possession against the Defendant and her husband, was not maintainable and was liable to be dismissed. The Defendant further alleged that she had been in continuous possession of the Suit Property since 02.08.2013 and that an alleged Agreement dated 26.05.2015 had also been executed by Mohd. Asad Khan. The Defendant thus, claimed that the present Suit was not maintainable.

25. *It was further asserted that **Wasiuddin, the erstwhile owner, who had executed the Gift Deed, was also a necessary party to the present Suit.***

26. The Defendant further asserted that the Lease Deed had been forged and that the Defendant had no knowledge as to when the Gift Deed was executed, as she along with her husband, had been in continuous possession of the Suit Property. The Defendant further alleged that the Plaintiff had



rendered himself liable for perjury before the Civil Court, under Sections 193/196/211 IPC.

27. It was further stated that the Suit was bad for non-joinder of necessary parties, as the Defendant was residing in the Suit Property as the wife of Mohd. Khalil Ahmed, *who had allegedly taken the property earlier on rent* and after making payment of the sale consideration to Mohd. Asad Khan, had allegedly become the owner of the Suit Property. However, *Mohd. Asad Khan had subsequently executed the Gift Deed in favour of the Plaintiff.* The Defendant further claimed that she had never paid any rent to any person and that she was a victim of cheating by the Plaintiff and Mohd. Asad Khan.

28. It was claimed that the Suit did not disclose any cause of action and had been filed as a blackmailing tactic, to extort money from the Defendant and to malign their reputation.

29. It was claimed that the Plaintiff had deliberately made false statements by alleging himself to be the owner of the Suit Property, despite having no right, title or interest therein. It was further alleged that, on the one hand, the Plaintiff had claimed the Defendant to be a tenant, while on the other hand, she had been alleged to be an unauthorized occupant. The Defendant further claimed that the Plaintiff had deliberately made false statements and was liable for criminal prosecution.

30. The Defendant asserted that she had ample documentary evidence to disprove the averments made by the Plaintiff regarding his ownership of the Suit Property. It was further asserted that the Suit was mala fide, malicious, concocted and frivolous and did not disclose any cause of action.



31. *On merits*, the the defence as disclosed in the preliminary objections was reaffirmed and all the assertions made in the plaint, were denied.

32. *The Plaintiff, in the Replication*, reiterated the assertions made in the plaint. It was denied that the property had been taken by Mohd. Khalil, husband of the Defendant, from Mohd. Asad Khan or that they were necessary parties. It was further denied that the Suit Property had ever been mortgaged or handed over to the Defendant. The alleged Mortgage Deed dated 26.05.2015 pertaining to a loan of Rs.11,70,000/- allegedly given by Khalil Ahmed to Mohd. Asad Khan, pertained to Property No. 534, Second Floor, without terrace rights, situated at Chatta Lal Mian, Darya Ganj, and not to the suit property. It was denied that Agreement dated 26.05.2015 pertained to mortgage of the Suit Property. Moreover, this alleged Mortgage Deed was unregistered and not properly stamped.

33. Without prejudice to the aforesaid facts, it was submitted that the Plaintiff being the owner of the Suit Property, is not bound by the alleged Mortgage Deed, executed between the husband of the Defendant and Mohd. Asad Khan. The Plaintiff, being the owner of the Suit Property, claimed to be in possession of the original ownership documents.

34. It was denied that any Agreement had been executed whereby Mohd. Asad Khan had purchased the Suit Property from the Plaintiff and had thereafter, rented it out or that there was any Agreement that upon payment of the balance sale consideration of Rs.10,00,000/-, the requisite documents of transfer would be executed, after which Mohd. Asad Khan would become the owner of the Suit Property. It was further denied that Mohd. Asad Khan had handed over the Suit Property to the husband of the



Defendant as security, since he had no right to do so. It was also denied that Mohd. Asad Khan had handed over six cheques to the husband of the Defendant.

35. The Plaintiff further claimed that he was not bound by the alleged transactions between Mohd. Asad Khan and the husband of the Defendant, in respect of the Suit Property. It was further asserted that, Mohd. Asad Khan was never the owner of the Suit Property and, therefore, had no right to transfer the same to the Defendant.

36. The Plaintiff reasserted that he had become the owner of the Suit Property by virtue of an oral Gift made on 01.06.2013 in his favour by the erstwhile owner, Wasiuddin, who was stated to be his relative and close friend. Subsequently, Wasiuddin executed a registered Gift Deed dated 27.12.2018 in favour of the Plaintiff. All the remaining averments were denied and the assertions made in the plaint were reaffirmed.

37. On the basis of the pleadings of the parties, **the following issues were framed, on 27.11.2021:**

“i. Whether the plaintiff is entitled to decree for recovery of possession of the Suit Property? OPP

ii. Whether the plaintiff is entitled to decree for arrears of rent with interest @ 12 per cent per annum along with pendente-lite and future interest @ 12 per cent per annum from the date of filing of the suit till its realization? OPP

iii. Whether the plaintiff is entitled to decree for arrears of mesne profits and occupation charges amounting to Rs.4,42,000/- for the period 06-03-2017 till filing of the suit along with future interest @ 12 per



cent per annum from date of filing of the suit till its realization? OPP

iv. Whether the plaintiff is entitled to decree for permanent injunction in respect of the Suit Property? OPP

v. Whether the suit is not maintainable in the present form, as prayed for? OPD

vi. Relief.”

38. The Plaintiff, Mohd. Anis, examined himself as **PW-1** and tendered his evidence by way of Affidavit Ex. PW1/A, wherein he reiterated and reaffirmed the assertions made in the plaint. He proved the certified copy of the Gift Deed dated 27.12.2018 as Ex. PW1/1. The copy of the House Tax Receipts was proved as Ex. PW1/2 (colly), the site plan as Ex. PW1/3, the copy of the Lease Deed dated 02.08.2013 as Ex. PW1/4 and the copies of the bank deposit slips along with the bank statement as Ex. PW1/5 (colly). The electricity bill was marked as Mark-A. The legal notice dated 20.02.2017 was proved as Ex. PW1/7, reply dated 02.03.2017 as Ex. PW1/8 and the police complaints dated 20.05.2017 and 01.12.2017 were proved as Ex. PW1/9 and Ex. PW1/10 respectively.

39. The Defendant examined herself as **DW-1** and tendered her evidence by way of Affidavit Ex. DW1/A. DW-2, Ashok Kumar, Record In-charge, BSES, Kamla Market, produced the summoned record pertaining to the electricity connection installed at **Property No. 3286, Ground Floor, Kucha Tara Chand, Darya Ganj, New Delhi-110002** and proved the application dated 25.02.2009 for installation of the electricity meter at the



said address. The demand note of camp new connection of BSES along with other connected documents was exhibited as Ex. DW2/A.

40. DW-2 (sic DW-3), *Mr. Bipin Kumar Anand, General Manager, BSES Yamuna Power Ltd.*, brought the original record pertaining to CA No. 100413640 in the name of Mohd. Anis, plaintiff, at the address of the property in question. He deposed that the Application for installation of the electricity meter, was dated 25.02.2009. He further deposed that the electricity connection had been granted to the consumer, on the basis of the Voter ID Card and Ration Card, the same being the proof of possession of the property.

41. The **learned District Judge**, after consideration of the evidence, observed that the Defendant/Appellant, in her cross-examination, had admitted that the Plaintiff was the owner from whom she had taken the property on rent by virtue of the Lease Deed dated 02.08.2013 and that possession of the suit property had been handed over to her and her husband on the said date.

42. She had also admitted that she had been paying rent at the rate of Rs.16,000/- per month. The Defendant had further admitted her signatures on the Lease Deed, though she claimed that her signatures had been obtained on the Lease Deed, on the pretext of installation of the electricity meter in the Suit Property.

43. From the admissions made by the Appellant in her cross-examination, it stood established that she had been inducted as a tenant in the Suit Property by the Plaintiff on the basis of the Lease Deed dated 02.08.2013, Ex. PW1/4. *No tenant can challenge the title of the landlord in terms of Section 116 of the Indian Evidence Act, 1872.* The Notice of



termination dated 20.02.2017, Ex. PW1/7, had been duly served upon the Defendant, to which a Reply Ex. PW1/8 had also been sent by the Defendant. The term of the lease was for 11 months, after which the tenancy became month-to-month. The service of the Notice also established the landlord-tenant relationship between the Plaintiff and the Defendant.

44. The defence put forth by the Appellant was that a mortgage had been created in favour of Mohd. Khalil, husband of the Appellant, *vide* alleged Mortgage Deed dated 26.05.2015, as a sum of Rs.11,70,000/- had allegedly been advanced by him to Mohd. Asad Khan. The learned District Judge observed that the said Mortgage Deed was unregistered and inadmissible in evidence in view of Section 59 of the Transfer of Property Act, 1882 read with Sections 17 and 49 of the Registration Act, 1908. It was further observed that there was no proof of any money having ever been paid by Mohd. Khalil to Mohd. Asad Khan.

45. The learned District Judge further noted that there was no document to show that Mohd. Asad Khan was ever the owner of the property in question.

46. Accordingly, the **Suit of the Plaintiff was decreed for possession, arrears of rent @ Rs.16,000/- per month from 01.07.2016 to 16.03.2017 and further mesne profits @ Rs.17,000/- per month w.e.f. 17.03.2017,** along with simple interest @ 7% per annum.

47. Aggrieved by the Judgment, **the present Regular First Appeal has been preferred by the Appellant.**

48. The *grounds of challenge* are that the learned District Judge *wrongly held* that the Lease Deed dated 02.08.2013, Ex. PW1/4, was duly proved and enforceable. According to the Appellant, the Plaintiff had failed



to discharge the burden of proving the execution, authenticity and contents of the said document, in accordance with the provisions of the Indian Evidence Act, 1872.

49. The entire case of the Respondent/Plaintiff rested on the Lease Deed dated 02.08.2013, Ex. PW1/4, on the basis of which he was claiming his status as a landlord. According to the Appellant, the Lease Deed was a forged and fabricated document. It was claimed that *Mohd. Asad Khan had obtained the signatures of the Appellant on blank papers* and that the same had subsequently been misused. The Appellant had further explained in her evidence, that her signatures had been obtained on the false pretext of installation of an electricity connection.

50. Merely because the documents were exhibited, did not amount to their proof. The Plaintiff ought to have examined independent witnesses to prove the Lease Deed. The two attesting witnesses to the Lease Deed, namely, Mr. Vijay Kumar Sachdeva and Mohd. Asad Khan, were not examined. The Notary Public, who had attested the Lease Deed, was also not examined, to prove that the documents had been signed voluntarily by the Appellant. In the absence of any independent corroboration, the testimony of the Plaintiff was alleged to be unreliable.

51. The learned District Judge erred in treating the admission of signatures on the Lease Deed, as an admission of the contents thereof. The Appellant had explained that her signatures had been obtained on the pretext that the documents pertained to installation of an electricity meter. It was contended that such admission could not be considered sufficient to conclude that the Lease Deed stood proved.



52. It is further submitted that the **principle of estoppel** under Section **122 Bharatiya Sakshya Adhiniyam, 2023** has been erroneously applied against the Appellant. The said provision applies only after the relationship of landlord and tenant is first established, through valid evidence. When the very question of tenancy in favour of the Appellant was disputed and allegedly not proved, Section **122** of the **Bharatiya Sakshya Adhiniyam, 2023**, could not have been invoked.

53. The learned District Judge erroneously observed that the Gift Deed was not relevant as in the present case, only the relationship of **landlord and tenant** had to be determined.

54. The Plaintiff had admitted in his cross-examination that he did not possess any ownership document as on 02.08.2013, which according to the Appellant, implied that he had no right, title or interest in the property and, therefore, could not have created a valid tenancy. The Respondent had claimed ownership on the basis of an Oral Gift dated 01.06.2013 and a registered Gift Deed dated 27.12.2018, the validity whereof was denied by the Appellant.

55. The Respondent had examined only himself as PW-1 to prove the Gift Deed. Wasiuddin, the Donor and executant of the Gift Deed, was not examined, though according to the Appellant, he was the most material witness to prove the Gift Deed. Furthermore, there were *two attesting witnesses to the Gift Deed*, namely, *Abdul Muttalib Siddiqui and Mohd. Taslim*, but neither of them was examined. Furthermore, no witness from the office of the Registrar was examined to prove the registration of the Gift Deed.



56. In fact, the Respondent had colluded with Mohd. Asad Khan, to cheat the Appellant. The learned Trial Court without framing any issue with respect to fraud, decided the case solely on the basis of disputed Lease Deed.

57. It was further contended that her husband, Mohd. Khalil, had advanced substantial amounts to Mohd. Asad Khan, which aspect had also not been considered by the learned Trial Court. Furthermore, the two witnesses from the Electricity Department, i.e., DW-2 and DW-3, had produced the records pertaining to the electricity connection in the name of the Plaintiff *in respect of the Ground Floor*, whereas the Suit property was located on the Fourth Floor. Furthermore, both *Mohd. Khalil and Mohd. Asad Khan*, in whose presence the property had allegedly been handed over to the Plaintiff, were stated to be necessary parties to the present Suit, but had not been impleaded as parties.

58. Reliance was placed on *Harish Mansukhani vs. Ashok Jain*, 2009 (109) DRJ (DB), wherein this Court had held that the Plaintiff has to prove his own case and stand on his own legs. Likewise, reliance was placed on *Sunil Dang vs. R.L. Gupta*, CS(OS) 1617/2007, wherein this Court had held that even if the Defendant is proceeded *ex parte*, the onus still lies heavily upon the Plaintiff to prove his case, more so when the Defendant is contesting the proceedings.

59. Reliance was also placed on *M/s Gian Chand & Brothers & Anr. vs. Rattan Lal @ Rattan Singh*, (2013) 2 S.C.R 601, wherein it was held that the burden of proving a fact rests upon the party who substantially asserts the affirmative issue and not upon the party who merely denies it, though the said principle may not be universal in its application and may admit of exceptions.



60. It was, therefore, submitted that the impugned Judgment was liable to be set aside.

Submissions heard and the record perused.

61. The Plaintiff/Respondent had sought the possession of the Suit Property situated on the Fourth Floor, from the Defendant/Appellant, she being a tenant in the Suit Property.

62. The case of the Plaintiff was that the Defendant had been inducted as a tenant in the Suit property *vide* Lease Agreement dated 02.08.2013, Ex. PW1/4. The Defendant, DW-1, in her cross-examination admitted that, *“It is correct that the Plaintiff is the landlord and owner of the Suit property... It is correct that the suit property was in physical possession of the Plaintiff on 01.06.2013. Vol. The Plaintiff had handed over possession of the suit property to me on the said date... It is correct that possession of the suit property was handed over to me by the Plaintiff on 01.08.2013.”*

63. DW-1/Appellant further admitted in her cross-examination that she had received the Legal Notice dated 20.02.2017, Ex. PW1/7, for termination of the tenancy.

64. She also admitted that *“It is correct that Mohd. Asad Khan was not the owner of the Suit Property and he did not have any right, title or interest in the same. It is wrong to suggest that I have falsely stated in my Affidavit that the Suit Property was taken by my husband, Mohd. Khalil from Mohd. Asad Khan. Vol. It was taken from both, Plaintiff and Mohd. Asad Khan...It is wrong to suggest that the Suit Property was let out to me and not to my husband. Vol. the possession was handed over to me and my husband jointly...It is wrong to suggest that Asad Khan never put me in possession of*



the Suit Property. Vol. Both the Plaintiff and Mohd. Asad Khan put me in possession of the Suit Property.”

65. From these admissions made by the Appellant in her cross-examination, it emerges that the Lease Deed dated 02.08.2013, Ex. PW1/4, was executed between Mohd. Anis, the Plaintiff, and the Appellant and the possession of the Suit Property, was handed over to the Appellant by the Plaintiff. The most significant admission made by the Appellant was that the Lease Deed had her signatures.

66. Pertinently, she admitted that at the time of execution of the Lease Deed and handing over of possession, Mohd. Asad Khan, Mr. Vijay Kumar Sachdeva, the property dealer, as well as her husband, were present. It was also admitted that pursuant thereto, possession of the Suit Property was handed over to her by the Plaintiff.

67. The only *defence set up* by the Appellant to wriggle out of the Lease Deed, was that her signatures on the Lease Deed had been obtained fraudulently. At one place in the pleadings, she stated that, Mohd. Asad Khan had obtained her signatures on blank papers, while in her testimony, she deposed that the Respondent had obtained her signatures on the pretext of obtaining an electricity connection in her name for the Suit Property. *It is evident that contradictory explanations had been tendered by the Defendant, in order to explain her admitted signatures on the Lease Deed.* Not only this, her aforesaid admissions clearly established that the property had been taken on rent from the Plaintiff, for a period of 11 months.

68. The *learned District Judge* rightly referred to the testimony of the Plaintiff and the admissions made in the cross-examination, to conclude that the Appellant had indeed been inducted as a tenant in the Suit Property.



69. The *second aspect for consideration is whether the Respondent was the landlord of the Suit Property*. He had stated that the property had been gifted to him by virtue of an Oral Gift dated 01.06.2013. The Plaintiff/Respondent further deposed that though the possession of the property was handed over under the Lease Deed, *a registered Gift Deed dated 27.12.2018, Ex. PW1/1, had subsequently been executed by Wasiuddin, in favour of the Plaintiff*.

70. The possession of the Respondent in respect of the Suit Property stands unequivocally admitted by the Appellant. She, having been inducted as a tenant by the Respondent, is estopped from challenging her status as a tenant.

71. Admittedly, there is no challenge to the Gift Deed till date. The Respondent had not only proved that he was the landlord, but also that he had ownership rights on the basis of the oral Gift, which subsequently got materialised into a written Gift Deed in 2018.

72. *The Plaintiff had proved that he was the landlord and the owner of the Suit Property*. The learned District Judge has rightly referred to Section 122 of the **Bharatiya Sakshya Adhinyam, 2023**, which provides that a tenant who has been inducted into a property by a landlord is estopped from subsequently challenging the title of the landlord.

73. The Appellant had relied upon an Agreement dated 02.08.2013 allegedly executed between Mohd. Khalil, her husband, and Mohd. Asad Khan, whereby a sum of Rs.6,00,000/- had allegedly been paid by Mohd. Khalil to Mohd. Asad Khan. However, this document is also of in respect of the Suit Property, aside from the fact that the said alleged Agreement had not been proved on record.



74. The *Defendant/Appellant* had also set up a defence that upon payment of Rs.11,70,000/- by her husband, Mohd. Khalil, to Mohd. Asad Khan, the Mortgage Deed dated 26.05.2015 had been executed between Mohd. Khalil and Mohd. Asad Khan. *First and foremost*, from the bare perusal of the said document, it emerges that the same pertained to the Second Floor without terrace rights of Property bearing No. 534, Chatta Lal Mian, Darya Ganj, New Delhi, admeasuring 70 sq. yards, and ***was not in respect of the Suit Property.*** The Mortgage Deed, as relied upon by the Appellant to defend her possession, was of no assistance since it pertained to a *different property*. Also, it pertains to the year 2015, while the defendant had come into possession, admittedly in 2013, pursuant to execution of the Lease deed, in her name.

75. Aside from this, admittedly, it was an unregistered document and was not admissible in evidence in terms of Section 59 of the Transfer of Property Act, 1882 and Sections 17 and 49 of the Registration Act, 1908.

76. The contentions raised by the Defendant regarding the Mortgage Deed allegedly executed in favour of her husband by Mohd. Asad Khan in the year 2015 were legally untenable because *firstly*, the Mortgage Deed was not registered; *secondly*, it did not pertain to the **Suit Property**; and *thirdly*, it had neither been proved nor exhibited in evidence by the Appellant.

77. **The learned District Judge, therefore, rightly concluded that the relationship of landlord and tenant between the Plaintiff and the Respondent stood duly proved.**

78. Furthermore, from the testimony of the Plaintiff coupled with the admissions made by the Appellant, along with the Legal Notice dated



20.02.2017, Ex. PW1/7, it stood established that the Property had been let out at a rent of Rs.16,000/- per month, which was subsequently enhanced to **Rs.17,000/-** per month w.e.f. 01.07.2014. It also stood established that the rent had been paid up to 01.07.2016.

79. The learned District Judge thus rightly, held that the Appellant was in arrears of rent @ Rs.16,000/- per month w.e.f. 01.07.2016 and mesne profits @ Rs.17,000/- per month w.e.f. 17.03.2017, along with pendente lite interest @ **7% per annum** till realization. ***The Suit for possession, arrears of rent and mesne profits in favour of the Plaintiff was, therefore, rightly decreed.***

80. There is no merit in the present Appeal, which is hereby **dismissed**. The pending Applications are also disposed of, accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

MAY 23, 2026
N/RS