



2026:DHC:4926



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

% *Reserved on: 9th April, 2026*
Pronounced on: 29th May 2026

+ **RFA 44/2025 & CM APPL. 3127/2025 (stay)**

RENU DAGA

W/o Sh. Rakesh Kumar Daga
R/o G-17/15, Sector-15, Rohini,
Delhi-110085

.....Appellant

Through: Mr. Anupam Srivastava, Senior
Advocate with Mr. Prakhar
Bhatnagar, Mr. Arkam Pasha and
Mr. Sourav Tyagi, Advocates

versus

PRADEEP KUMAR

S/o Sh. Brij Kishore
R/o House N. 18, Pocket-9,
Sector-24, Rohini
Delhi-110085

.....Respondent

Through: Mr. Harpreet Singh Uppal, Mr. Ritik
Mittal Mr. Lakshay Raj and
Mr. Surender Kr. Sharma, Advocates

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. Appeal under Section 96 read with Section 151 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed on behalf of the Appellant against the impugned Judgment dated 23.12.2024, whereby the learned District Judge has decreed the Suit of the Plaintiff/Respondent, Mr. Pradeep Kumar, for Recovery of Possession and Permanent Injunction



and directed the Defendant/Appellant, Renu Daga, to hand over the possession of the Suit Property, along with arrears of rent in the sum of Rs.3,70,000/- and also to clear electricity and water charges till the date of handing over of the possession of the Suit Property.

2. A brief background is that the Plaintiff/Respondent had filed a *Civil Suit bearing C.S. No.77194/2016 for Recovery of Possession, Arrears of Rent and Permanent Injunction against the Defendant/Appellant*. The Defendant/Renu Daga had filed a *Suit No. 400/2017 for Cancellation of title documents, declaration, specific performance, and permanent injunction*. By a common judgement, Suit of the Appellant/Renu Daga was dismissed, against which no Appeal has been preferred by her. The Suit of the Respondent/Plaintiff was decreed against which, the Appellant has preferred the present Appeal.

3. The *facts in brief*, as stated in the Plaint by the Plaintiff, Mr. Pradeep Kumar, are that he is the owner of the Property bearing Flat No. 28, Ground Floor, Block-F, Pocket-6, Sector-16, Rohini, Delhi (*hereinafter referred to as the 'Suit Property'*). The Defendant/Appellant, Ms. Renu Daga, was one of the previous owner of the Suit Property, from whom the Plaintiff had purchased the Suit property, through execution of transfer documents in his favour.

4. Subsequently, on the request of the Defendant, who did not have any suitable accommodation to reside in, the Suit Property was let out to her on a monthly rent of Rs.10,000/-, excluding electricity and water charges, *vide* a Rent Agreement, by the Plaintiff. The Defendant assured the Plaintiff that she would vacate the tenanted premises, as soon as she found suitable alternate accommodation.



5. The Plaintiff claimed that the Defendant did not pay the rent w.e.f. August, 2012, despite repeated requests and is a regular defaulter. She also did not clear the electricity and the water charges and kept demanding more time. He also required the tenanted premises for his *bona fide* needs and accordingly, requested the Defendant to vacate the same. However, the Defendant failed to do so. Consequently, the Plaintiff served upon the Defendant a Legal Notice dated 10.05.2014, despite which she failed to vacate the premises.

6. *The Plaintiff, thus, instituted the present Suit seeking recovery of possession, arrears of rent and permanent injunction restraining the Defendant from creating any third-party interest in the Suit Property.*

7. The Defendant, Ms. Renu Daga, in her **Written Statement**, took a *preliminary objection* that the Plaintiff *did not disclose any valid cause of action* and was *based on false and frivolous facts and*, therefore, was liable to be rejected under Order VII Rule 11 CPC.

8. She denied the *existence of any landlord-tenant relationship between the parties* and claimed herself to be *the absolute owner of the Suit Property*. It was claimed that the documents on the basis of which the Plaintiff was asserting his title, were false and fabricated, having been manufactured by the Plaintiff himself, and did not confer any legal right, title or interest upon the Plaintiff.

9. The Appellant claimed that the Suit Property in fact is not one Flat, but it consists of two small portions, referred to as Portion 'A' and Portion 'B' for convenience. The Defendant also filed a Site Plan, in support thereof. It was claimed that Portion 'A' was purchased by the Defendant from Smt.



Kavita wife of Mr. Yogesh Kumar, *vide* Registered Agreement to Sell dated 25.05.2010.

10. After some time, the Defendant intended to purchase Portion 'B' from its owner, Smt. Shashi Taneja. At the relevant time, the Defendant was already in occupation and possession of Portion 'B' as a tenant, under Smt. Shashi Taneja. After a series of negotiations, Smt. Shashi Taneja agreed to execute the sale documents, in favour of the Defendant.

11. The Defendant further asserted that the Plaintiff, Mr. Pradeep, was engaged in the business of property dealing along with the Defendant's brother-in-law (*devar*). Upon learning about the proposed sale transaction between the Defendant and Ms. Shashi Taneja, the Plaintiff approached the Defendant representing that he was a partner of the Defendant's brother-in-law in the said business, whereupon the Defendant developed faith and trust in the Plaintiff.

12. Thereafter, the Plaintiff contacted the husband of the Defendant over telephone and requested him to inform the Defendant to reach the concerned Registrar's Office, while also informing him that all the paperwork had already been completed by the Plaintiff. Accordingly, the Defendant reached the Office of the Registrar on 23.04.2012, where Ms. Shashi Taneja also arrived, as per the agreed schedule.

13. The Plaintiff assured the Defendant that, being engaged in the business of property dealing and having good contacts, he would arrange a witness for the transaction. It was further asserted that the Plaintiff took advantage of the rush at the Office of the Registrar and asked both, the Defendant and Ms. Shashi Taneja, to sign the documents already prepared by him in advance, representing that the said documents pertained to the



Agreement to Sell in respect of Portion 'B' to be executed by Ms. Shashi Taneja. The said documents were signed by the Defendant and Ms. Shashi Taneja, in good faith.

14. The Plaintiff by using his deep-rooted contacts in the Office of Sub-Registrar, got the documents registered. The Defendant in good faith and as a *bona fide* purchaser, paid the entire sale consideration to Ms. Shashi Taneja.

15. After some time, in the month of May, 2014, *the Defendant received a Legal Notice dated 23.05.2014 from the Plaintiff claiming rent in respect of the aforesaid Portions from the Defendant by asserting himself to be the owner thereof.* The said Notice also described the aforesaid Portions marked 'A' and 'B' as Flat No. 28, Sector-16, Rohini. The Plaintiff also claimed a sum of Rs.2,10,000/-, despite having no *locus*, right, title or interest in the Suit Property.

16. It was thereafter, that the Defendant came to know that *the Plaintiff had obtained the signatures of the Defendant as well as Ms. Shashi Taneja on the documents, by misrepresenting that the documents pertained to the Agreement to Sell, being executed by Ms. Shashi Taneja in favour of the Defendant.*

17. On *merits*, the Appellant/Defendant denied that *she was the previous owner of the Suit Property* or that she sold it to the Plaintiff. It was asserted that the bare perusal of the documents, reflect that they were prepared in haste, with an ulterior motive to usurp the Suit Property of the Defendant.

18. To establish the falsity of the Documents, the Appellant referred to *the Will dated 23.04.2012, allegedly executed by Ms. Shashi Taneja, in favour of the Plaintiff.* The Will bears the signatures of answering Defendant



at first place and that of Ms. Shashi Taneja at the second place, even though she was never a party to the said document nor her name appeared on the same and her signatures. The co-signatures of the Appellant on the Will, supports her assertion that she had signed all the documents, in good faith. It can be easily proved that the Plaintiff had got the signatures of the Defendant, as well as Ms. Shashi Taneja, by playing a fraud.

19. The Defendant denied that she had taken the Suit Premises on rent for a sum of Rs.10,000/-, excluding water and electricity charges or that a Rent Agreement was executed between the parties. *The Defendant claimed that she is the owner of the Suit Property.*

20. All the averments made in the Plaint, were denied and it was stated that the Suit is liable to be dismissed.

21. The Plaintiff in the **Replication**, reaffirmed his assertions and denied the averments made by the Defendant No.1, in her Written Statement.

22. The **Issues were framed on 12.02.2016**, which is as under:-

(i) *Whether the suit does not disclose any cause of action? OPD.*

(ii) *Whether the plaintiff has cheated the defendant and the co-owner namely Smt. Shashi Taneja by preparing forged and fabricated documents in respect of the impugned property? OPD.*

(iii) *Whether there is no relationship of landlord and tenant between the parties? OPD.*

(iv) *Whether the plaintiff is entitled to a decree of possession in respect of the impugned property, as prayed? OPP.*

(v) *Whether the plaintiff is entitled to a decree of permanent injunction qua the impugned property, as prayed? OPP.*

(vi) *Whether the plaintiff is entitled to recovery of arrears of rent in the sum of Rs.3,70,000/- till date along with*



electricity and water charges as per actual bill, as prayed?

OPP

(vii) Relief.

23. The Plaintiff examined himself as **PW-1** and proved the documents, Ex.PW-1/1 to Ex.PW-1/6A.

24. The Plaintiff also examined **PW-2, Mr. Yogender Singh, Date Entry Operator** from the Office of Sub-Registrar, Rohini, Delhi, who proved the certified copy of Agreement to Sell and General Power of Attorney, both dated 23.04.2012 as Ex.PW-2/1 and Ex.PW-2/2.

25. **PW-3, Mr. Shyam Pahwa** deposed that he was a witness to the execution of the Rent Agreement, Ex.PW-3/1, which was attested at the Office of Mr. Beniwal, Notary Public, Pitampura, Delhi.

26. The **Defendant No.1/Appellant, Ms. Renu Daga** examined herself as **DW-1** and proved the Site Plan, Ex.DW-1/1. She also tendered the Agreement to Sell and other transfer documents as Mark-A. The electricity bills, photographs, invoices and the Reply to the Notice of the Plaintiff, are Ex.DW-1/3 to Ex.DW-1/6.

27. The **learned District Judge**, upon appreciation of the evidence, observed that the Defendant had not denied her signatures on the transfer documents, Ex.PW1/3 (colly), executed in favour of the Plaintiff, or on the Rent Agreement, Mark-C. The only defence raised by the Defendant was that the Plaintiff had obtained her signatures on the said documents, by misrepresentation. However, the Defendant failed to adduce any substantive evidence, to disprove the documents relied upon by the Plaintiff.

28. Once she had admitted the signatures and also that she had gone to the Office of the Sub-Registrar and executed the sale documents, mere plea of



fraud or misrepresentation without any cogent evidence, was not sufficient to disregard the documents. ***It was thus, held that the documents of title dated 23.04.2012 as Ex.PW-2/1 and Ex.PW-2/2, stood duly proved by the Plaintiff.***

29. It was further held that *the existence of a landlord-tenant relationship stood duly proved from the evidence led by the parties as well as from the Rent Agreement Mark-C, which had been duly executed.* Accordingly, the Defendant/Appellant was held to be a tenant in the Suit Premises.

30. Consequently, ***the Plaintiff was held entitled to recovery of possession as well as arrears of rent amounting to Rs.3,70,000/-.*** The Defendant/Appellant was further directed to pay the water and electricity charges till handing over possession of the Suit Premises to the Plaintiff.

31. Aggrieved by the said Judgment, **the present First Appeal** has been preferred.

32. The ***grounds of challenge*** are that the Suit instituted by the Plaintiff/Respondent was a result of clever drafting, inasmuch as the plaintiff ought to have sought the relief of Specific Performance of the registered Agreement to Sell. However, the Plaintiff merely instituted a Suit for Possession without seeking the relief of Specific Performance of the Agreement to Sell. According to the Appellant, this course was adopted because a Suit for Specific Performance was hopelessly barred by limitation.

33. It has further been contended that the net effect of the impugned Judgment is that the Plaintiff, despite not having a valid Sale Deed, would continue to enjoy the Suit Property after dispossessing the Appellant, who has allegedly been in possession thereof since 2007.



34. The Appellant further contended that even if the Agreement to Sell and allied documents were registered, the same did not create any right, title or interest in the Suit Property in favour of the Plaintiff. It was stated that the learned District Judge had virtually dispensed with the requirement of a registered Sale Deed, in the absence of which no relief could have been granted to the Plaintiff.

35. Furthermore, undue reliance had been placed upon the registered Agreement to Sell while completely overlooking the settled principles of law that such documents do not override the statutory requirement of a registered Sale Deed so as to confer title in the Suit Property. It was thus contended that the Plaintiff could not have maintained the Suit against the Appellant.

36. The Appellant further argued that the Plaintiff sought to evict the Appellant by treating her as a tenant at sufferance. According to the Appellant, the Suit, if at all maintainable, could only have been instituted by the true owner or landlord, or through an Attorney Holder on behalf of such owner, and not by the Plaintiff in his individual capacity. Reliance was placed upon Suraj Lamps & Industries Pvt. Ltd. vs State of Haryana & Anr., 183 (2011) DLT 1 (SC), wherein it was held that documents such as an Agreement to Sell etc., do not constitute documents of title or ownership.

37. The Appellant in her Reply to the Legal Notice sent by the Plaintiff, had clearly stated that the Arrears of Rent and the Agreement to Sell came into being as a result of misrepresentation and fraud. The Plaintiff is not the exclusive owner of the Property and could not have maintained the present Suit.



38. Accordingly, a prayer is made that the impugned Judgment dated 23.12.2024 be set-aside.

Submissions heard and the record perused.

39. The principal controversy in the present Appeal pertains to the nature of the Suit Property, the validity and effect of the documents dated 23.04.2012 executed in favour of the Respondent, and the existence of a landlord-tenant relationship between the parties.

40. The *first* challenge raised by the Appellant is that the Suit Property bearing No. 28, Ground Floor, Block-F, Pocket-6, Sector-16, Rohini, Delhi, did not comprise one composite flat, but in fact consisted of two separate portions, i.e., Portion 'A' and Portion 'B'.

41. The Appellant claimed that she had purchased Portion 'A' from one Smt. Kavita, wife of Mr. Yogesh Kumar, *vide* a Registered Agreement to Sell dated 25.05.2010 and was running her shop/business therefrom. The Appellant further admitted that Portion 'B', was owned by Smt. Shashi Taneja and that she intended to purchase it from her.

42. A bare perusal of the site plan Ex.DW1/1 shows that the Suit Property is one flat, though different portions of the same, namely, Portion 'A' and Portion 'B', were being used for running separate shops/businesses. Merely because separate shops were being run from different portions, does not mean that they were two separate properties. *The Suit Property, therefore, is one flat.*

43. Furthermore, the Appellant, Renu Daga has admitted that Smt. Shashi Taneja was the owner of the other Portion 'B', from whom the Appellant intended to purchase the second portion. She deposed that she had entered into an understanding with Shashi Taneja for purchase of the said portion



and that the Respondent, Pradeep Kumar, who was engaged in the business of property dealing and was known to her through her brother in law (*devar*), came to know about the transaction and offered to facilitate the execution of the sale documents.

44. The Appellant has further admitted that she, along with Shashi Taneja, went to the Office of the Sub-Registrar on 23.04.2012, where the documents dated 23.04.2012 Ex.PW1/3 to Ex.PW1/6 were executed in the presence of the Respondent, Pradeep Kumar. The Appellant has admitted that the aforesaid documents were duly registered.

45. Her principal defence, however, is that she had signed the documents in good faith, without reading their contents and subsequently discovered that the Plaintiff, Pradeep Kumar had got the Agreement to Sell, etc., executed by Shashi Taneja in favour of himself, instead of her.

46. It is wholly untenable that the Appellant signed the Agreement to Sell and allied documents, without being aware that they pertained to the sale transaction in favour of Pradeep Kumar and not in her favour. The Appellant has admittedly affixed her signatures/thumb impressions on the said documents. She has further admitted that the documents bear her photographs and that the same were signed by her, before the Office of the Sub-Registrar.

47. Pertinently, she claimed that she paid the entire Sale consideration to Shashi Taneja. However, she has failed to give any details of the amount paid or adduce any cogent evidence to disclose the source of money, allegedly paid by her. No person of ordinary prudence, would hand over the money, without assuring the correctness of the documents.



48. The learned District Judge, thus, rightly observed that once the Appellant had admittedly appeared before the Office of the Sub-Registrar and had executed all these documents which admittedly bears her signatures, photographs and thumb impressions, a bald plea of fraud or misrepresentation unsupported by any cogent evidence, could not invalidate the registered documents.

49. The testimony of the Appellant was insufficient to dislodge the documentary evidence duly proved on record, particularly when the execution of the documents stood admitted by her. It is, therefore, established that Smt. Shashi Taneja, who was admittedly the owner of Portion 'B' of the Suit Property, had executed the documents dated 23.04.2012 in favour of Pradeep Kumar. The plea of fraud and misrepresentation raised by Renu Daga thus remains wholly unsubstantiated.

50. The Agreement to Sell and allied documents Ex.PW1/3 to Ex.PW1/6 pertained to the *entire Suit Property/Flat* and not to two separate and independent properties i.e. Portion 'A' and Portion 'B', as sought to be projected by the Appellant. The admissions of the Appellant coupled with the duly admitted documents, clearly established the superior rights of the Respondent vis-à-vis the Appellant.

51. The *second contention* of the Appellant that the Respondent ought to have filed a Suit for Specific Performance, is equally misconceived. The case of the Respondent was not founded upon an executory contract requiring enforcement, but upon documents already executed in his favour coupled with a contemporaneous Rent Agreement, under which the Appellant continued in possession as a tenant. The present Suit was



therefore, essentially founded upon recovery of possession from a tenant and recovery of arrears of rent and was maintainable in its present form.

52. The Respondent was, therefore, not required to seek the relief of Specific Performance, since the present Suit was founded upon the landlord-tenant relationship between the parties and recovery of possession from the Appellant as a tenant.

53. Much emphasis has been laid by the Appellant on the judgment of the Supreme Court in Suraj Lamps & Industries Pvt. Ltd. (Supra), to contend that the Agreement to Sell and allied documents, did not confer ownership upon the Respondent/Plaintiff. There can be no dispute with the settled proposition that such documents by themselves do not constitute a conveyance of title in the strict legal sense. However, *vis-a-vis* the Appellant, the said documents sufficiently establish the superior rights of the Respondent. The Appellant/Defendant herself admitted that Portion 'B' was owned by Smt. Shashi Taneja and that she was occupying the said portion as a tenant under her. The Plaintiff/Respondent, on the basis of Agreement to Sell, GPA, etc. Ex.PW1/3 to Ex.PW1/6, stepped into the shoes of Shashi Taneja and became the Landlord in respect of Suit premises.

54. It is also pertinent to note that there was a Rent Agreement dated 23.04.2012 Mark-C, on which the Appellant has admitted her signatures. Though the Appellant has asserted that she had signed all the documents on 23.04.2012, without being aware of their contents, the testimony of the Plaintiff/Respondent coupled with the admitted signatures of the Appellant on the Rent Agreement, clearly establishes that *the Appellant had been inducted as a tenant in the Suit Premises on 23.04.2012 at a monthly rent of Rs.10,000/-*.



55. That being so, once it stood established that the Appellant had been inducted as a tenant in the Suit Premises by Pradeep Kumar, she could not subsequently dispute the entitlement of the Respondent to seek possession of the Suit Premises from her. Once the landlord-tenant relationship stood established, the Appellant was estopped under Section 116 of the Indian Evidence Act, 1872 from disputing the title of the Respondent at the commencement of tenancy. Even assuming that the Respondent may not have been the absolute owner by virtue of the Agreement to Sell, GPA and allied documents, the Appellant, having been inducted and continuing in possession as a tenant under the Respondent, could not deny his entitlement as Landlord, to seek possession from her.

56. The learned District Judge has thus, rightly *concluded that the Appellant had been inducted as a tenant in the Suit Premises at a monthly rent of Rs.10,000/-*.

57. The learned District Judge also rightly rejected the defence of the Appellant that the documents had been signed by her, without knowledge of their contents or under misrepresentation. The evidence on record further established that the Appellant had been in arrears of rent from August, 2012 till 2015, at the agreed monthly rent of Rs.10,000/-.

58. **The Respondent was, therefore, rightly held entitled to recovery of arrears of rent amounting to Rs.3,70,000/-.**

Conclusion:

59. The Suit for Possession and recovery of arrears of rent, has been rightly decreed against the Appellant.



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60. There is **no merit in the present Appeal**, which is hereby dismissed. Pending Applications, if any, also stand disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

MAY 29, 2026
RS/N