

IN THE COURT OF SH. ARUN SUKHIJA,
ADDITIONAL DISTRICT JUDGE – 07, (CENTRAL DISTRICT)
TIS HAZARI COURTS, DELHI.

SUIT NO.:- 319/2015

UNIQUE CASE ID NO.:- 615183/2016

IN THE MATTER OF :-

**Sh. Manoj Sharma
Son of Late Sh. J.P. Sharma,
Resident of House no. 211/1-B,
Gali no. 4, Padam Nagar,
Delhi-110007.**

....Plaintiff

VERSUS

**Sh. Sadhu Ram
Son of Late Sh. Basant Lal,
Resident of 4/206, Padam Nagar,
Delhi 110007.**

**2nd address
199-A, Gali no. 4,
Padam Nagar, Delhi 110007**

....Defendant

SUIT FOR DECLARATION, POSSESSSION, RECOVERY,
DAMAGES AND PERMANENT INJUNCTION

Date of institution of the Suit : 31/07/2013
Date on which Judgment was reserved : 26/05/2020
Date of Judgment : 06/06/2020

::- J U D G M E N T -::

By way of present judgment, this court shall adjudicate upon suit for declaration, possession, recovery of Rs.1,00,800/-, damages and permanent injunction filed by the plaintiff against the defendant.

CASE OF THE PLAINTIFF AS PER PLAINT

Succinctly, the necessary facts for just adjudication of the present suit, as stated in the plaint, are as under:-

- (1) The plaintiff is the owner/ landlord of the property bearing no. 199-A, Gali no. 4, Padam Nagar, Delhi, having purchased the same from its erstwhile owners vide registered sale deed dated 16.03.2010, duly registered with the office of the Sub-Registrar concerned.
- (2) An intimation of the aforesaid sale transaction being entered into by the erstwhile owner and the present plaintiff was given by the erstwhile owner to the sitting tenants at the site on the day of execution and registration of the sale deed in favour of the plaintiff. The property no. 199, Gali no. 4, Padam Nagar, Delhi and the property no. 199-A, Gali no. 4, Padam Nagar, Delhi are one and the same property which is approximately 400 square yards and the occupants mention the number of their property as per convenience.
- (3) The defendant was a tenant in respect of one shop on the ground floor and one room on the first floor of the property bearing no. 199-A, Gali no. 4,

Padam Nagar, Delhi and the last paid rent in respect of the said tenanted premises was Rs. 2,800/- per month excluding electricity, water and other charges. The purpose of letting-out the tenanted premises/premises in question was commercial and residential respectively and has been put to use as such only.

- (4) The premises in question was let out to the defendant by the erstwhile owner and the terms of the tenancy were oral and no rent receipt was being issued to the tenant at any point of time by the erstwhile owner/ landlord.
- (5) The defendant is a habitual defaulter and has failed to pay of rents in respect of the premises forming part of property bearing no. 199-A, Gali no. 4, as aforesaid with effect from March 2010 till date at the rate of Rs. 2,800/- per month, in spite of repeated requests, demands and a legal notice dated 01.08.2011 duly served on the defendant by registered AD post as well as courier. The defendant having failed to comply with the terms of the said legal notice dated 01.08.2011 in spite of service rendered himself liable for eviction under Section 14(1)(a) of the Delhi Rent Control Act.
- (6) The plaintiff filed an eviction petition under the provisions of Section 14(1)(a) of the Delhi Rent Control Act, being Eviction Petition no. 08/12, in the court of Rent Controller, North District, Tis Hazari Courts, Delhi. In the written statement/reply, defendant for the first time claimed his ownership over the premises in question on the basis of notarized General Power of Attorney dated 04.04.1988, notarized Agreement to Sell dated 04.04.1988, notarized affidavit dated 04.04.1988, registered receipt dated 04.04.1988 and registered Will dated 04.04.1988, alleged to be executed by one Sh. Subhash Chander Chawla in favour of Sh. Sadhu Ram & Sons (HUF).

- (7) The said Sh. Subhash Chander Chawla based his alleged ownership upon the suit property by way of notarized General Power of Attorney dated 22.02.1983, notarized Agreement to Sell dated 22.02.1983, affidavit dated 22.02.1983, registered receipt dated 22.02.1983 and registered Will dated 22.02.1983, alleged to be executed by one Smt. Sheela Devi. The said Smt. Sheela Devi based her alleged ownership upon the suit property by way of notarized Agreement dated 19.08.1980, registered receipt dated 19.08.1980 and Will dated 19.08.1980, alleged to be executed by one Sh. Chhotey, son of Ram Dia.
- (8) The aforementioned persons had not right, title or interest in the suit property much less any ownership rights in the same, therefore, they had no right title or interest of any nature whatsoever to execute the alleged documents as mentioned hereinabove in respect of the suit property, hence, the complete chain on which the present defendant is allegedly basing his title over the suit property are null and void.
- (9) The defendant while claiming his ownership rights upon the suit property has also filed certain other documents pertaining to payment of house tax, electricity and water charges from time to time. However, it is submitted that mere payment of house tax for whatever long duration it may be does not create any rights much less any ownership rights.
- (10) The defendant denied the relationship of landlord and tenant and has thus taken himself out of the ambit of the Delhi Rent Control Act and has rendered himself liable to be dealt as an unauthorized occupant in the said premises. Therefore, the said Eviction proceedings were withdrawn by the plaintiff from the court of Sh. Parveen Singh, the then Ld. SCJ-CUM-RC,

Tis Hazari Courts, Delhi vide statement and orders dated 18.04.2013. The defendant has been living in the tenanted premises/ suit property for long and that the terms of the tenancy are oral, however, it is a matured proposition of law that once a tenant always a tenant, as such the defendant putting forward the defence of adverse possession also is not at all in consonance with the defence that he is the owner of the suit property on the basis of the alleged of ownership documents.

- (11) The suit property can easily fetch a rental income of Rs. 7000/- per month in case the same is let out. Thus, the defendant, who is an unauthorized in the suit property, is also liable to pay the charges for use and occupation of the same at least at the rate of Rs. 7000/- per month till such time the actual physical, peaceful and vacant possession of the suit property is handed over to the plaintiff.

CASE OF DEFENDANT AS PER WRITTEN STATEMENT

Succinctly, the case of defendant no.1 is as under:-

- (1) The present suit has been filed in respect of the property i.e. one shop on ground floor and one room on the first floor of the property bearing no. 199-A, Gali no. 4, Padam Nagar, Delhi. The property is owned and occupied by Sadhu Ram & Sons, HUF. The property in occupation of Sadhu Ram & Sons is the property bearing municipal no. 199, Gali no. 4, Padam Nagar, Delhi and the suit of the plaintiff is liable to be dismissed.
- (2) The defendant is not the tenant nor he was ever been a tenant of the erstwhile owner. He had bonafidely purchased the property from one Sh. Subhash Chawla sometime in the year 1988 and since then he has been in continuous possession without any interference by anyone. Sh. Subhash

Chawla had purchased the property in the year 1983 from one Smt. Sheela Devi, who had purchased the property from Sh. Chottey Lal son of sh. Ram Dia and the continuous occupation and link is complete.

- (3) The plaintiff is an Advocate and he is in habit of doing the business of property grabbing. There are many other litigations which had come up before the court in this respect. Another suit against Sh. A.C. Baugh filed by one Sh. Ashok Kumar, where plaintiff is claiming the right, is pending in the court of Ms. Ria Guha, Civil Judge, Delhi vide Civil Suit no. 103/2012 where Sh. Manoj Kumar is also a party.
- (4) The eviction petition relating to Sh. Chhotey Lal Vs. Jagjot referred to by the plaintiff was decided by Ms. R. Kiran Nath, Ld. Additional Rent Controller, Delhi vide petition no. 303/91 on 16.08.1997 under Section 14(1) of DRC Act. It shows that both the persons are residing in suit property but their postal address is property no. 199, Gali no. 5, Padam Nagar, Delhi. The another suit relating to the ownership of the Predecessor owner bearing no. 879/89 was filed by Jagjot Sharma titled as Jagjot Sharma Vs. Chhotey Lal, was disposed off vide order dated 17.07.1989 restraining Chhotey Lal from causing any hindrance in replacing the roof of the suit property no. 199/5, Padam Nagar, Delhi.
- (5) The eviction petition on 18.04.2013 was dismissed as withdrawn by the Hon'ble Court presided by Ld. Rent Controller. This fact has been admitted by the plaintiff. Leave to re-agitate the same cause has not been granted by the court. Therefore, the present is not maintainable.
- (6) This land was earlier an agricultural land as per Land Revenue Record of Delhi Government in which the houses were constructed in the year 1982-

83 from time to time forming part of Khasra no. 755/171 in Abadi measuring 500 sq. yds. and was commonly named and known as Padam Nagar. Out of this area, 200 sq. yds. was owned by Lt. Sh. Badri Prasad and his children at present are living at House no. 209/1/A, Gali no. 5, Padam Nagar which is also a part of property no. 199-A.

No khewat Khatauni and Khasra has been existed/ established for the said land so the said land khewat no. 54, Khatauni no. 74, 75, 76, Khasra no. 172(7) 171(35-17), 174 (6) 175(5), 161(2) 174(2) 47-17, 248/844. This also confirms the contention of the defendant that the property is situated in Gali no. 5, Padam Nagar, Delhi, which is different from property no. 199, Gali no. 4, Padam Nagar, owned by the defendant. Sh. Badri Prasad remained unchallenged owner till his death i.e. 18.07.2004.

- (7) In the sale deed dated 22.1.1936 at page no.3, it is clearly mentioned that there has been no khewat no., no Khatauni no. and no Khasra no. existed/established. Therefore, total nos. of the above said three records have been quoted. The Land records of Tehsil do not tally with the details incorporated in registered document dated 22.1.1936 in favour of Smt. Gianand Sundri Bagh. Therefore, this document has no legs to stand in the eyes of law.
- (8) The Hon'ble Court of Sh. Amit Arora, Ld. MM, Tis Hazari Courts, Delhi has taken the cognizance under Section 420/468/471/120B IPC against Sh. Brij Pal and his wife Smt. Krishna under section 200 Cr.P.C. on 17.10.2011. The another lacuna in the continuation of the ownership of the plaintiff is that Gianand Sundri Baugh wife of Sh. Hem Chander Baugh had taken the property somewhere in the year 1936, who died in the year 1943 and

thereafter, the aforesaid Sh. Hem Chandra Baugh had gone for the second marriage with Smt. Kamla. They had four legal heirs namely Devender Chadra Baugh, A.C. Baugh, Ms. Sipra Wati Baugh and Manju Paul. Sh. Hem Chandra Baugh had eleven children i.e. nine from the first wife and two children from the second wife, who would have owned the assets including the property allegedly purchased by the plaintiff. But no reason had been given as to why four children have been selected out of 11 children and where the other 7 children have gone when Sh. A.C. Baugh etc. executed the documents in favour of Sh. Babu Ram on 11.01.1990. The same persons had executed a General Power of Attorney dated 11.01.1990 in favour of Sh. Krishan Pal and then again Babu Ram sold the property to Chhotey Lal son of Sh. Birbal and his daughter Smt. Krishna on 03.05.1990. This could not have been happened and he could not have been sold the property again or Sh. Krishan Pal could not have executed the General Power of Attorney dated 21.11.1990 in favour of his brother Brij Pal, who sold the property to the plaintiff on 18.03.2010. The said link put up before the court is legally defective. Once a person has a bad title, he cannot pass on the good title to another.

- (9) There is another version which appears in suit no. 24/2002 pending in the court of Sh. Ajay Goel, Ld. ADJ, Delhi, wherein, the plaintiff Sh. Ashok Kumar son of Lt. Sh. Badri Prasad has stated that Gianand Sundri Baugh wife of Sh. Hem Chandra Baugh was the cultivator (Kashtkar) and not the owner of the piece of land under present suit as per Land Revenue record of Delhi Government. Moreover, she and her husband with their children never lived in this piece of land which turned into abadi in 1982-83. As per record

of Land Revenue Department of Delhi, the aforesaid piece of land is measuring 10.0 biswas (500 sq. yds.) actual Khewat no. 187 Khatauni no. 284, Khasra no. 755/171. The owners of this piece of agricultural land are Sh. Bal Kishan Dass etc. Moreover, Smt. Gianand Sundri Baugh is not the owner but a cultivator. This piece of land is divided between Smt. Gianand Sundri Baugh and Lt. Sh. Badri Prasad as 0.6 biswas and 0.4 biswas (i.e. 300 sq. yards and 200 sq. yards respectively). The heirs of Lt. Sh. Badri Prasad are living at H. no. 209/1/A, Padam Nagar, Gali no. 5 which is also a part of this piece of land of Village Sindhora Khurd. Hence, Gianand Sundri Baugh was cultivator on a piece of land measuring 300 sq. yards.

- (10) All of a sudden on 11.01.1990, a new sale deed was executed between four executants, sons and daughters of Sh. Hem Chandra Baugh and Sh. Babu Ram, the executants of the sale deeds are Sh. Devendra, A.C. Baugh, Ms. Siprawati Baugh and Mrs. Manju Paul.
- (11) In view of the aforesaid facts and circumstances, the whole chain of sale transaction dated 11.01.1990, 03.05.1990 and 18.03.2010 is baseless and fabricated one. Secondly, two GPAs executed on 11.01.1990 and 21.11.1990 are illegal and baseless. Hence, all these documents are null and void as the mother of these documents was vitiated and invalid i.e. sale deed dated 22.01.1936 which was executed in favour of Smt. Gianand Sundri Baugh. The property no. 199/4, Gali no. 4, Padam Nagar of the defendant is different from property no. 199-A of the suit for declaration on the following grounds as under:-
- i. The entrance of property no. 199/A is from Gali no. 5, Padam Nagar.

- ii. Property no. 209/1A of Lt. Sh. Badri Prasad which is a part of property no. 199-A of the present suit is situated in Gali no. 5, Padam Nagar.

REPLICATION AND ISSUES

The plaintiff has filed the Rejoinder controverting the allegations/ contentions in the Written Statement of the defendant and contents of the plaint have been reiterated and reaffirmed.

After Amendment of the plaint, following issues were framed, vide Order dated 30.01.2014:-

ISSUES

- (1) *Whether the suit is barred under Section 11 of CPC? OPD*
- (2) *Whether the plaint is liable to be rejected for want of cause of action? OPD*
- (3) *Whether there is no relationship of landlord and tenant between the parties? OPD*
- (4) *Whether the plaintiff is entitled for decree for declaration in respect of agreement, receipt and will dated 19.08.1990? OPD*
- (5) *Whether the plaintiff is entitled for decree for declaration regarding GPA, agreement to sell, affidavit, receipt and registered Will dated 22.02.1983? OPD*
- (6) *Whether the plaintiff is entitled for decree for declaration regarding GPA, agreement to sell, receipt and Will dated 04.04.1998? OPD*
- (7) *Whether the plaintiff is entitled for decree for possession in respect of the suit property bearing no. 199, Gali no. 4, Padam Nagar, Delhi? OPP*

- (8) *Whether the plaintiff is entitled for decree for permanent injunction, as prayed? OPP*
- (9) *Relief.*

Vide order dated 26.05.2020, the issues no.3 to 6 were reframed and the same are now read as under:-

REFRAMED ISSUES

- (3) *Whether there is relationship of landlord and tenant between the Plaintiff and defendant? OPP*
- (4) *Whether the plaintiff is entitled for decree for declaration in respect of agreement, receipt and will etc. dated 19.08.1980 as prayed in para no.15(i)? OPP*
- (5) *Whether the plaintiff is entitled for decree for declaration regarding GPA, agreement to sell, affidavit, receipt and registered Will dated 22.02.1983 etc. as prayed in para no.15(ii)? OPP*
- (6) *Whether the plaintiff is entitled for decree for declaration regarding GPA, agreement to sell, receipt and Will dated 04.04.1998 etc. as prayed in para no.15(iii)? OPP*

The Ld. Counsel for the parties submitted that they do not want to lead any further evidence and they relied upon the evidence which was already conducted in this case. They have also submitted that they have already addressed the arguments and they do address any further arguments.

EVIDENCE OF THE PLAINTIFF & DEFENDANT AND DOCUMENTS RELIED UPON BY THEM

The plaintiff, in order to prove her case, led his evidence and got himself examined as PW-1. PW-1 has filed his evidence by way of affidavit,

wherein, he reiterated and reaffirmed the contents of the plaint. PW-1 in his testimony has relied upon the documents:-

1. Sale deed dated 16.03.2010 along with previous ownership document including sale deed dated 16.03.2010, sale deed dated 22.01.1936 along with its true translation, agreement of sale dated 11.01.1990, indemnity bonds dated 11.01.1990, affidavit dated 11.01.1990 along with four site plants, receipt dated 11.01.1990, four Wills dated 11.01.1990, irrevocable GPA dated 11.01.1990, agreement of sale dated 03.05.1990, GPA dated 21.11.1990, receipt dated 03.05.1990, will dated 03.05.1990 and rectification deed dated 05.03.2013 is **Ex.PW1/1 (colly) (OSR)**.
2. Site Plan is **Ex.PW1/2**.
3. Office copy of legal notice dated 01.08.2011 is **Ex.PW1/3**.
4. Photocopies of postal receipts are marked as **Mark-A (colly)**.
5. True copy of eviction petition and WS filed by the defendant therein are **Ex.PW-1/4 (Colly)**.
6. Notarized GPA dated 04.04.1988, notarized agreement of sell dated 04.04.1988, notarized affidavit dated 04.04.1988, registered receipt dated 04.04.1988 and registered will dated 04.04.1998 executed by Subash Chander Chawla are **Ex.PW1/5 (colly) (OSR)**.
7. Notarized GPA dated 22.02.1983, notarized agreement of sell dated 22.02.1983, notarized affidavit dated 22.02.1983, registered receipt dated 22.02.1983 and registered Will dated 22.02.1983 executed by Smt. Sheela Devi are **Ex.PW1/6 (colly) (OSR)**.

8. Notarized agreement dated 19.08.1980, registered receipt dated 19.08.1980 and registered Will dated 19.08.1980 executed by Sh. Chhotey S/o. Ram Dia are **Ex.PW1/7 (colly)(OSR)**.
9. Certified photocopy dated 18.04.2013 passed by Sh. Praveen Singh, the then Ld. SCJ-cum-RC, THC, Delhi is **Ex.PW1/8**.
10. The office copy of notice under Order 12 Rule 8 CPC along with original postal receipts is **Ex.PW1/9(colly)**.

The plaintiff also got examined Smt. Krishana W/o. Sh. Brij Pal as PW-2 and PW-2 has relied upon her evidence by way of affidavit Exhibit PW-2/A. The plaintiff further got examined summoned witness Sh. Anand Kumar, JJA, Record Room (civil), Room no. 312, Tis Hazari Courts, Delhi as PW-3, who brought the summoned record i.e. Goshwara no. 87, RC (Central) eviction case no. 114/2013, titled as “Manoj Sharma Vs. Sadhu Ram”, decided on 18.04.2013 by the court of Sh. Praveen Singh, the then Sr. Civil Judge/RC, Delhi, which is already Ex.PW1/4 (colly).

Per Contra, the defendant led his own evidence and got examined himself as DW-1. DW-1 has filed his evidence by way of affidavit Exhibit DW-1/A, wherein, he reiterated and reaffirmed the contents of the written statement. DW-1 in his testimony has relied upon the documents:-

1. Copies of Notarized GPA dated 04.04.1988 (**Ex.DW-1/1**), notarized affidavit dated 04.04.1988 (**Ex.DW-1/2**), notarized agreement of sell dated 04.04.1988 (**Ex.DW-1/3**), registered receipt dated 04.04.1988 (**Ex.DW-1/4**) and registered will dated 04.04.1998 (**Ex.DW-1/5**) executed by Subash Chander Chawla which were already **Ex.PW1/5 (colly) (OSR)**.

2. House Tax Receipt dated 26.06.15 (**Ex. DW-1/6**) (OSR).
3. House Tax Receipt dated 25.06.14 (**Ex. DW-1/7**) (OSR).
4. Copies of Electricity Bills dt. 10.11.16 and 08.11.14 (which were exhibits Ex.DW-1/8 and DW-1/9 respectively in Affidavit were de-exhibited and marked as **Mark A and B**).
5. Copies of Water Bills dt. 14.01.16 and 14.11.15 (which were exhibits Ex.DW-1/10 and DW-1/11 respectively in Affidavit were de-exhibited and marked as **Mark C and D**).
6. Site Plan is Ex. **DW-1/12**.
7. Assessment and Collection Receipt of MCD bearing no.9381 (which has been exhibited as EX.DW-1/13 in Affidavit was de-exhibited and marked as **Mark E**).
8. The payment receipt of MCD bearing no.157050 (which has been exhibited as EX.DW-1/14 in Affidavit was de-exhibited and marked as **Mark F**).
9. The Certified copy of order sheet dated 18.04.2013 and the statement dated 18.04.13 in Eviction Petition no.114/3 are **Ex.DW-1/15 and Ex. DW/16**. The said documents are already exhibited as Ex.PW-1/8(colly.).
10. Reply to the RTI application dt. 8.11.13 is **Ex.DW1/17(Colly.)**.
11. Certified Copy of written statement with affidavit filed in the case titled Ashok Kumar Vs. Devender Bagh in the Court of Ld. Civil Judge (**Ex.DW-1/18**).
12. The Photocopy of order dt. 17.10.11 passed by Sh. Amit Kumar Ld. MM Tis Hazari Courts Delhi in complaint titled as Ashok Kumar Vs. Krishna Devi and Ors. (which has been exhibited as EX.DW-1/19 in Affidavit was de-exhibited and marked as **Mark G**).

During cross-examination, the following documents were confronted to DW-1:-

- a. The sale Deed dated 14.10.2016 executed by Sh. Manoj Sharma in favour of Sharda W/o Sh. Chaman Lal (**Mark D-1/X**). Later on the said document was summoned from office of Sub-Registrar-I, Kashmere Gate, Delhi and the said document was exhibited as **Ex.DW-1/X-1**.
- b. The Sale Deed dated 17.06.2010 executed by Smt. Nirmal Kanta Sharma in favour of Smt. Anuradha Sharma W/o Sh. Anil Kumar Sharma (**Ex.DW-1/X-2**).

The defendant has also examined the following witnesses:-

- a. Sh. Tulsi Ram S/o Late Sh. Chittar Mal, who has relied upon evidence by way of affidavit **Ex.DW-2/A**.
- b. Sh. Krishan Gopal Kaushik S/o Late Sh. Jai Narain Sharma, who has relied upon evidence by way of affidavit **Ex.DW-3/A**.

The defendant has also summoned and examined the following witnesses:-

- a. DW-4 – Sh. Ashwini Gupta, JA/Ahlmad from the court of Sh. Mayank Mittal the then Ld. CJ-08, Tis Hazari Courts, Delhi in order to prove written statement filed by defendant no.2 i.e. A.C. Baugh (**Ex.DW-1/18**).
- b. DW-5- Sh. Laxmi Narain, UDC, House Tax Department, City SP Zone, Kashmiri Gate, Delhi.

This Court heard final arguments, as advanced by Ld. Counsel for the parties. I have perused the material available on record.

ISSUE WISE FINDINGS

ISSUES NO.1 & 2

1. *Whether the suit is barred under Section 11 of CPC? OPD*

2. *Whether the plaint is liable to be rejected for want of cause of action?*
OPD

The aforesaid issues are taken-up together as the same are interlinked and interconnected to each other and accordingly, the same are decided together.

FINDINGS AND CONCLUSIONS OF THE COURT

The Ld. Counsel for the defendant has assiduously argued that the plaintiff has earlier filed the eviction petition under Section 14(1) (a) of Delhi Rent Control Act, 1958 and the same was simply withdrawn without seeking the liberty from the Ld. Rent Controller, therefore, the present suit is hit by *res-judicata*.

Per Contra, Ld. Counsel for the plaintiff has argued that in the Written Statement/Reply to the said Eviction Petition, defendant, for the first time, claimed his ownership over the premises in question on the basis of notarized General Power of Attorney dated 04.04.1988, notarized Agreement to Sell dated 04.04.1988, notarized Affidavit dated 04.04.1988, registered Receipt dated 04.04.1988 and registered Will dated 04.04.1988, alleged to be executed by one Sh. Subhash Chander Chawla in favour of Sh. Sadhu Ram & Sons (HUF). It is further argued that the defendant had denied the relationship of landlord and tenant in the said petition and has, thus, taken himself out of the ambit of Delhi Rent Control Act, therefore, the said Eviction proceedings were withdrawn by the plaintiff from the Court of Sh. Parveen Singh, the then Ld. SCJ-CUM-RC, Tis Hazari Courts, Delhi vide Statement and Orders dated 18.04.2013. The Ld. Counsel for the plaintiff has further argued that there is no question of *Res-judicata* as there were no issues, which were framed in the said suit and the Court has not adjudicated the case on merits, as the plaintiff has simplicitor withdrawn the same.

Furthermore, the cause of action of the present suit and earlier eviction petition are totally different.

The term '*res judicata*' means 'thing already decided by a competent court'. Section 11 of Civil Procedure Code, 1908 embodies the doctrine of *res judicata* in India. It states that no Court shall try any suit or issue in which the issue directly and substantially, in a former suit, between the same parties or their representatives, in a competent court, has been heard and finally decided by such Court. This principle rests on two principles i.e. (i) one should not be vexed twice for same cause; and (ii) there should be finality to litigation. There are five conditions, which must be satisfied for the application of *res judicata*: -

1. The matter directly and substantially in issue in the subsequent suit must be the same matter, which was directly and substantially in issue, either actually or constructively in the former suit.
2. The former suit must have been a suit between the same parties or between the parties under whom they claim.
3. In the former suit, the parties must have litigated under the same title.
4. The Court, which decided the former suit, must have been a Court, which is competent to try this subsequent suit.
5. The matter, which is directly and substantially in issue in the subsequent suit, must have been heard and finally decided by the Court in the former suit.

The basic objects and operation of the provisions of Section 11 were observed by Hon'ble Supreme Court in the case of ***Satyadhyan Ghosal vs. Deorajin Debi (AIR 1960 SC 941)*** which states that when a matter between two

parties is decided, either on the basis of question of fact or question of law and the decision is final, neither party shall be allowed to pursue the matter again and harass the other party. In the absence of rule like *res judicata*, there would have been endless litigation and parties would be going through continuous harassment and incurring huge expenses. The principle of *res judicata* has been evolved from common law system and now, has been included in jurisprudence of every well regulated country. The basic idea behind this principle is that every litigation must come to an end. Once a final judgment has been announced in a lawsuit, the subsequent judges, who are confronted with a suit that is identical to or substantially the same as the earlier one, they would apply the *Res Judicata doctrine* 'to preserve the effect of the first judgment'. This is to prevent injustice to the parties of a case supposedly finished, but perhaps mostly to avoid unnecessary waste of resources and time of the Judicial System. This is just to prevent them from multiplying judgments. Constructive *res judicata* is a subset of the doctrine of *res judicata*. Constructive *res judicata* sets to bar any claims being raised in a later proceeding if the claim should/ought to have been raised and decided in an earlier proceeding. The doctrine seeks to prevent the determination of claims which were failed to be brought at the appropriate time in earlier proceedings.

None of the principles of *Res-Judicata*, as adumbrated above, are satisfied for the purpose of decision of this case. First of all, the earlier proceeding was not finally decided between the parties and it was withdrawn, as the defendant has set-up his own title in the suit property and denied the landlord and tenant relationship between the parties. The defendant himself has taken the lis out of the purview and jurisdiction of the Delhi Rent Control Act. Further, the earlier Eviction Petition was filed on the basis of non-payment of rent and the present suit

has been filed on the basis of title in a Civil Court. The earlier petition was filed before the Rent Controller on limited grounds and present suit being extensive suit to seek relief of declarations in terms of paras no.15(i) to 15(iii) of the Amended Plaint and also for possession and permanent injunction of the suit property in terms of paras no.15(iv) and 15(v) of the Amended Plaint.

The defendant, at best, could have addressed the arguments that suit is barred under Order 23 Rule 1(4) CPC. However, the said plea is also not maintainable. The perusal of the statement of plaintiff before the then Ld. Rent Controller (Central) reveals that the same was withdrawn as the defendant has denied the relationship of landlord and tenant and it is also recorded in the said statement that the plaintiff will file the suit against the defendant for declaration and possession in accordance with law. The then Ld. RC had passed the order that in view of the statement of the plaintiff, the eviction petition was dismissed as withdrawn.

The withdrawal of petition was on account of lack of jurisdiction of Rent Controller Court to adjudicate the extensive plea of ownership and title of suit property. The Rent Controller is the Court of Limited Jurisdiction and can act within the parameters and spheres of Delhi Rent Control Act. The withdrawal of Eviction Petition, which was based upon the limited cause, would not operate bar even under Order 23 Rule (1)(4) CPC for the purpose of filing the Regular suit for declaration and possession before the Court of Civil Jurisdiction. Moreover, present suit is based on totally different cause of action, as was pleaded in the earlier eviction petition.

Accordingly, in view of the discussions, as adumbrated above, the issues no.1 & 2 are decided against the defendant and in favour of the plaintiff.

ISSUE NO.3

3. *Whether there is relationship of landlord and tenant between the Plaintiff and defendant? OPP*

FINDINGS AND CONCLUSIONS OF THE COURT

The first question, which arises for consideration, is whether there was any landlord and tenant relationship between the parties i.e. the plaintiff and defendant. If the plaintiff was able to prove this issue, then the plaintiff is not even required to prove his title in the suit property, as the question of title is immaterial in the case of landlord and tenant relationship and the bar under Section 50 of Delhi Rent Control Act would also not operate as the defendant has already denied the landlord-tenant relationship between the plaintiff and further, the defendant had also set-up his ownership in the suit property. Thus, in case, the plaintiff is able to prove that the defendant was the tenant in the property, then it amounts to forfeiture of tenancy rights in terms of Section 111(g) of Transfer of Property Act.

The plaintiff has pleaded that the premises in question was let-out to the defendant by the erstwhile owner and the terms of tenancy were oral and no rent receipt was being issued to the tenant at any point of time by the erstwhile owner/ landlord. It is further pleaded that the last paid rent in respect of the said tenanted premises was Rs.2,800/- per month excluding electricity, water and other charges and the purpose of letting-out the tenanted premises/premises in question was commercial and residential respectively and has been put to use as such only.

The plaintiff has not specifically pointed-out that who had inducted the defendant as tenant in the suit property and it has been loosely termed as erstwhile owner. The word “erstwhile owner” also finds when the plaintiff submits that the plaintiff is the owner/landlord of the property bearing no. 199-A, Gali no.

4, Padam Nagar, Delhi, having purchased the same from its erstwhile owners vide registered Sale Deed dated 16.03.2010.

The reading of said pleading, where the plaintiff claims to be owner/landlord of the suit property from erstwhile owners and claiming of letting of the premises in question by erstwhile owner to the defendant, shows that the plaintiff may be referring 'erstwhile owner' from the person whom he had purchased the said property. The Sale Deed dated 16.03.2010 reveals that the same was executed by Shri Brij Paul as the Vendor, who had acted as General Attorney of Shri Krishan Paul, who, in turn, is the General Attorney of legal heirs of Smt. Gianda Sundri Baugh. Now, Shri Brij Paul was the Vendor, but he had claimed to be attorney of Shri Krishan Paul and who, in turn, claimed to be the General Power of Attorney of legal heirs of Smt. Gianda Sundri Baugh. In my considered view, the General Power of Attorney holders were not termed or branded as 'erstwhile owners' in the pleading, therefore, the reference to 'erstwhile owner' may be legal heirs of Smt. Gianda Sundri Baugh. It emerges out of the pleading and documents of the plaintiff is that legal heirs of Smt. Gianda Sundri Baugh had given their right, title and interest in the suit property in the year 1990 to intervenor purchaser. Therefore, as per pleading and documents of the plaintiff, it may be inferred that the defendant was inducted by legal heirs of Smt. Gianda Sundri Baugh prior to giving of their right, title and interest to the intervenor purchasers. The same may be in 1990 or prior thereto. The plaintiff claimed his right in the suit property through the said Sale Deed dated 16.3.2010, therefore, there was no role of the plaintiff prior to execution of the said Sale Deed. Para no.3 of the said Sale Deed reveals that the possession of the portion under sale was with the tenants viz. Shri Ram Singh and the legal heirs of Sh. Badri Prasad etc. Therefore, the said Sale

Deed itself does not show that defendant was tenant in the property under sale under the erstwhile owners. The names of the following tenants were reflected in the said Sale Deed:-

- a. Shri Ram Singh; and
- b. Legal heirs of Sh. Badri Prasad etc.

One fails to understand, even if it is presumed that the word “etc.” was used in context of other tenants, then what stopped the plaintiff to get incorporated the names of all the tenants, including the defendant, in the Sale Deed when specifically names of Shri Ram Singh and legal heirs of Badri Prasad were recorded. It is also nowhere recorded even in the said Sale Deed that who had inducted the defendant as tenant in the suit property i.e. whether Baugh Family or the intervener purchasers.

It is the case of plaintiff that he had not inducted the defendant as tenant in the suit property. The ‘erstwhile owner’ used in the pleading by the plaintiff is also very vague, ambiguous and evasive term. However, even if, it may be considered as legal heirs of Smt. Gianda Sundri Baugh or the alleged intervener purchaser, still, it was the bounden duty of plaintiff to prove that the alleged legal heirs of Smt. Gianda Sundri Baugh or the alleged intervener purchaser had inducted the defendant as tenant in the suit property. In terms of the pleading and documents are concerned, the plaintiff is only hearsay witness in respect of the alleged landlord-tenant relationship between the parties, as the plaintiff had claimed his right in the year 2010 and the erstwhile owner i.e. Baugh family claimed to have left with no right, title and interest in the suit property in the year 1990 after execution of the documents in favour of subsequent/intervener purchaser.

There is only self-serving affidavit of the plaintiff regarding landlord-tenant relationship between the parties and as held above, the same is only hearsay evidence. Now, coming to the evidence of Smt. Krishna PW2 and in her evidence by way of Affidavit (Ex.PW-2/A), she has stated that she is one of erstwhile owners of the tenanted premises in question. In para no.3 of Ex.PW2/A, she has stated that defendant is a tenant. In Para no.4 of Ex.PW2/A, she has stated that the terms of tenancy in respect of the tenancy were oral and no rent receipt was being issued to the defendant at any point of time. The evidence of the said witness is also totally vague. The said witness has also failed to point-out when the defendant was inducted as tenant in the property. There was no description of date, month and year when the defendant was inducted as tenant in the suit property. There is no description, whether she or Baugh family or the other intervener purchaser from Baugh family got inducted the defendant in the suit property. During the cross-examination, she has categorically admitted that she cannot produce any document to show to the Court that defendant was his tenant at any point of time. The defendant had shown himself to be in possession of the suit property since 1988 on the basis of the documents and some of the documents as relied upon by the defendant are registered also. There is no documentary evidence to show that the said Smt. Krishna had paid even the house tax of the property in question to the concerned authority or she remained in possession of any portion of the property. There is nothing in the record to show that the defendant was inducted as tenant in the suit property.

There is absolutely no record i.e. in form of documentary or ocular evidence, which has been placed by the plaintiff that there existed landlord-tenant

relationship either between the Baugh Family or the alleged subsequent/intervener purchasers from Baugh family with the defendant.

Accordingly, this issue no.3 is decided against the Plaintiff and in favour of the defendant.

ISSUES NO.4 TO 8

4. *Whether the plaintiff is entitled for decree for declaration in respect of agreement, receipt and will etc. dated 19.08.1980 as prayed in para no.15(i)? OPP*
5. *Whether the plaintiff is entitled for decree for declaration regarding GPA, agreement to sell, affidavit, receipt and registered Will dated 22.02.1983 etc. as prayed in para no.15(ii)? OPP*
6. *Whether the plaintiff is entitled for decree for declaration regarding GPA, agreement to sell, receipt and Will dated 04.04.1998 etc. as prayed in para no.15(iii)? OPP*
7. *Whether the plaintiff is entitled for decree for possession in respect of the suit property bearing no. 199, Gali no. 4, Padam Nagar, Delhi? OPP*
8. *Whether the plaintiff is entitled for decree for permanent injunction, as prayed? OPP*

The aforesaid issues are taken-up together as the same are interlinked and interconnected to each other and accordingly, the same are decided together.

FINDINGS AND CONCLUSIONS OF THE COURT

The entire onus to prove the aforesaid issues were upon the Plaintiff and the Plaintiff has to prove on record that the Plaintiff has unequivocal, unambiguous and absolutely clear title in the suit property. The Plaintiff had claimed the title in the property through the following documents:-

- a. Sale Deed dated 16.03.2010 and Rectification Deed dated 05.03.2013 executed by Shri Brij Pal (as General Power of Attorney Shri Krishan Paul, who, in turn, is the General Attorney of the legal heirs of Smt. Gianda Sundri Baugh) in favour of the Plaintiff.
- b. Sale Deed dated 22.01.1936 along with its true translation executed in favour Smt. Gianda Sundri Baugh.
- c. Agreement of Sale Dated 11.01.1990, Indemnity Bonds dated 11.01.1990, Affidavit dated 11.01.1990 along with four Site Plans, Receipt dated 11.01.1990, four Wills dated 11.01.1990 executed by (1) Shri Devender Chander Baugh, (2) Shri Hem Chander Baugh, (3) Miss Shiprawati Baugh and Mrs. Manju Paul (stated to be the only Legal heirs of Smt. Gianda Sundri Baugh) in favour of Shri Babu Ram and irrevocable GPA dated 11.01.1990 executed by them in favour of Shri Krishan Paul.
- d. Agreement of Sale dated 03.05.1990, GPA dated 21.11.1990, Receipt dated 03.05.1990, Will dated 03.05.1990 executed by Shri Babu Ram in favour of (1) Pt. Chottey Lal S/o Late Pt. Birbal and (2) Smt. Krishna Devi W/o Shri Brij Pal Sharma and GPA dated 21.11.1990 executed by Shri Krishan Paul in favour of Shri Brij Pal.

The aforesaid documents were collectively exhibited as **Ex.PW1/1 (colly)**.

The defendant had claimed the title in the suit property by means of the following documents:-

1. Notarized Agreement dated 19.08.1980, registered Receipt dated 19.08.1980 and registered Will dated 19.08.1980 executed by Sh. Chhotey

S/o. Ram Dia in favour of Smt. Sheela Devi which are collectively exhibited as **Ex.PW1/7 (colly.) (OSR)**.

2. Notarized GPA dated 22.02.1983, notarized Agreement of Sell dated 22.02.1983, notarized Affidavit dated 22.02.1983, registered Receipt dated 22.02.1983 and registered Will dated 22.02.1983 executed by Smt. Sheela Devi in favour of Shri Subhash Chander which are collectively exhibited as **Ex.PW1/6 (colly.) (OSR)**.
3. Notarized GPA dated 04.04.1988, notarized Agreement of Sell dated 04.04.1988, notarized Affidavit dated 04.04.1988, registered Receipt dated 04.04.1988 and registered Will dated 04.04.1998 executed by Subash Chander Chawla in favour of Sh. Sadhu Ram & Sons (HUF), which are collectively exhibited as **Ex.PW1/5 (colly.) (OSR)**.

The question of identification of the property is most vital and important aspect, which the Court has to consider while deciding the issues in question. In order to succeed, the plaintiff has to, first of all, discharge the burden of the said issues as it is well settled principle of law that the plaintiff has to stand on his own legs.

The chain of documents from 1990 and even the plaintiff's Sale Deed makes the reference of the said Sale Deed dated 22.01.1936. The plaintiff has set up the Sale Deed dated 22.01.1936 along with its true translation in order to claim that originally Smt. Gianda Sundri Baugh was owner of the suit property also. The said English Translation was produced by the plaintiff. Now, from the English Translation of said Sale Deed, as produced by the plaintiff, it is to be elicited-out, whether the identification of the property matches with suit property. The plaintiff

may be able to succeed, only if, the plaintiff will be able to prove unequivocally, unambiguously and absolutely clear title in the suit property by identification of the suit property from the details, as incorporated in the Sale Deed dated 22.01.1936. The details, as incorporated in the English Translation of the Sale Deed dated 22.01.1936, are reproduced herein for apt understanding:-

“Nos. plot with land by virtue of site plan shown gulabi and boundation of four plots as under:-

Plot No.15 which land 119/4/9 yards.

Plot No.16 measuring 119/4/9 yards.

Road 9’ west:- road 9 ft.

Road 9 ft.

Plot No.36 land 100/1/3 yards.

Plot No.37 land 100/1/3 yards

South: Plot No.57, 58

North: Road 40’ and wall plot under sale

That no khewat khatauni and khasra has been existed/established for the said land so the total khatauni kh. has been written of the said land khewat no.54, khatauni no.74, 75, 76, Kh. no.172(7) 171(35- 17), 173(6) 175(5) 161(12) 174(2) 47-17.”

The perusal of the aforesaid Sale Deed reveals that there were no particulars of Khewat, Khatauni and Khasra existed and established for the aforesaid property under sale and therefore, the said land has been shown in various khasras, which were part & parcel of Khewat no.54 and Khatauni nos. 74 to 76. The aforesaid Sale Deed leads to more ambiguity than the clarity as far as the property in question. The said Sale Deed does not show, under which Khatauni and Khasra Numbers, the land in question was in existence, but the same has been loosely shown under the said Khewat, Khatauni and Khasra numbers, as the seller was not aware about existence/ establishment of the property under sale. The

property, which was alleged to be purchased by Smt. Gianda Sundri Baugh, was only 440 sq. yds. and moreover, the multiple khasra numbers, which were shown in the aforesaid Sale Deed, reveal that it was large chunk of land i.e. about 58,000 to 59,000 sq. yds., as the same is more than 115 Bighas. The perusal of the Sale Deed also reveals that the boundaries are not clearly depicted. After Plot Nos. 15 and 16, there was only reference to West direction and the rest of the boundaries are not described at all. Similarly, after Plot Nos. 36 and 37, there was reference to South and North directions, but there was no reference to East and West Direction. It is also not clear from the said Sale Deed, whether the Plot nos.15 & 16 and 36 & 37 are contiguous properties or they have different boundaries and portions. The area of each plot has been described separately and the boundaries of each and every plot are missing in the said Sale Deed. The particulars of the said property in the Sale Deed dated 22.01.1936 are totally vague, evasive and bereft of particulars.

No doubt, in the year 1936, the property in question may be agricultural property, but it was the incumbent duty of the plaintiff to point-out when the Municipality has given the number to the property in question as Property bearing no.199-A. The plaintiff has neither placed any document nor summoned any witness from the Municipal Authorities that the property, which was part & parcel of the Sale Deed dated 22.01.1936, was given the Municipal number by the Municipal Authorities or the same was self-created number. The Plaintiff has claimed to purchase 160 sq. yds., out of 440 sq. yds. The plaintiff was under the bounden duty to connect the nexus between the property in question, including the suit property, which he is claiming the right, title and interest with the said Sale Deed 22.01.1936. The perusal of the documentary record reveals that it was for the first time on 11.1.1990 that (1) Shri Devender Chander Baugh, (2) Shri Hem

Chander Baugh, (3) Miss Shiprawati Baugh and (4) Mrs. Manju Paul had stated that the property in question was having municipal number 199-A. In recital clause of documents dated 11.1.1990, it is recorded that Party no.1 (the aforesaid LRs of Smt. Gianda Sundri Baugh) are the absolute owners of 439-4/9 sq. yds. i.e. about 440 sq. yds. by referring to the aforesaid Sale Deed. It is further recorded in the said documents that it was a 1-1/2 storeyed building fitted with Water & Electricity connections. In the East & West, Gali had been shown and in the South, Properties Nos. 57 & 58 has been shown and on the North, Main Road had been shown. There was no dispute that in the Sale deed of 1936, it was only land, as in the said documents of 1990, it was recorded that Smt. Gianda Sundri Baugh had constructed 1-1/2 storey, however, there is no reference, when the said construction was done. There is nothing on record to suggest, whether the construction was done prior to coming of Delhi Municipal Corporation Act, 1957 or thereafter. This Court cannot lose the sight of the fact that the property was about 440 sq. yds. and there is no record, which has been placed in the Court file that the Baugh family had taken any permission for construction of the said property. There is reference of Electricity and Water connections in the said documents of 1990, then the Baugh Family must have taken Electricity and Water connections i.e. immediately after construction of the said property, as it cannot be said that the property was immediately given to the tenants after construction and it is not the case of plaintiff also that the property was given to the tenants immediately after construction. Moreover, as far as pleading of induction of defendant as tenant, the same is also totally vague, evasive and ambiguous. Furthermore, the induction of defendant as tenant has been discussed in detail while deciding issue no.3 and findings of the same are not repeated herein for the sake of brevity. There is no record, which has

been produced that the Baugh Family was having Electricity and Water connections in the said property. After construction and definitely, after coming into Delhi Municipal Act, 1957, the Baugh Family must have paid the House Tax of the said property. There is no record, which has been placed in the Court file that the Baugh Family had, at any point of time, paid the House Tax of the property, which was about 440 sq. yds. In clause no.3 of the aforesaid Agreement of Sale dated 11.1.1990, it has been recorded by the Baugh Family that the property under sale was occupied by the tenants and who have been advised to attorn Shri Babu Ram as their landlord. The particulars of tenants are totally missing in the said document. There is no mention in the said document that who were the tenants of Baugh Family in the year 1990 in the property under Sale.

Furthermore, there is no record, which has been placed in the Court file that the Baugh Family had, at any point of time, given notices to the tenants to attorn Shri Babu Ram as landlord in the said property. There is also no record that Shri Babu Ram or for that matter, Shri Chotey Lal or Smt. Krishna had, at any point of time, given the notices to the tenants, including the defendant for attornment of the tenancy. There is no documentary evidence placed in the Court File that Baugh Family had issued rent receipts to the tenants or the occupants of the said property, who were tenants of the Baugh Family. There is absolutely no record, which would demonstrate physical/ symbolical/ proprietary/ constructive possession of the Baugh Family at any point of time in the property bearing no.199-A. The plaintiff has not been able to place on record any nexus of the Property bearing no.199-A with Sale Deed of 22.01.1936. The said nexus could have been proved by various peripheral's documents in the nature of house tax, electricity bills, water bills, gas connection, tenancy receipts, construction bills/

invoices, permission for construction etc. The plaintiff has failed to place on court record even a single document, which would reflect that Baugh Family was paying the House Tax, Electricity, Water Charges, Gas Connection or any other documents, which show even the semblance of nexus in respect of the suit property, which has been shown as part & parcel of property bearing no. 199-A, Gali no. 4, Padam Nagar, Delhi with the aforesaid Sale Deed.

It is highly unimaginable and surprising that from the year 1936 to 1990 i.e. alleged sale of the property by Baugh Family to Shri Babu Ram by means of set of Agreement to Sell dated 11.1.1990 etc., there is not even a single document, which shows the nexus of the said Sale Deed with the property in question. There is absolutely nothing on record, which shows that Baugh Family the year 1936 to 1990 had paid any House Tax, Electricity, Water Charges or Gas Connection or any other documents to show their actual/ physical/ symbolical/ proprietary/ constructive possession, either in the property bearing no.199-A, Gali no.4, Padam Nagar, Delhi or even Property bearing no.199, Gali no.4, Padam Nagar, Delhi. It is for the first time during the aforesaid sale documents dated 11.1.1990, the Baugh family claims that the property bearing no.199-A, Gali no.4, Padam Nagar, Delhi was having the nexus with the Sale Deed and connection with the Sale Deed dated 22.01.1936. The Baugh Family in the alleged Sale Documents has claimed that property is under the occupation and control of tenants, but the plaintiff has failed to show even single documentary evidence that the Baugh Family had inducted occupants in the said property as tenants.

Thereafter also, from 1990 till the year 2010, the plaintiff has failed to show that the intervener purchaser/ subsequent purchaser from the Baugh family had ever claimed from the defendant that the defendant is their tenant and claimed

the rent amount from him. Furthermore, except the aforesaid sale documents in favour of the said intervener purchaser/ subsequent purchaser, the plaintiff has not placed any document, which would reveal that the intervener purchaser had paid any House Tax, Electricity, Water Charges or Gas Connection or any other documents to show their actual/ physical/ symbolical/ proprietary/ constructive possession either in the property bearing no.199-A, Gali no.4, Padam Nagar, Delhi or even Property bearing no.199, Gali no.4, Padam Nagar, Delhi.

In my considered opinion, the Sale Deed Ex.DW1/X1 dated 14.10.2016 in favour of Smt. Sharda by Plaintiff and Sale Deed Ex.DW-1/X-2 dated 17.06.2010 by Mrs. Nirmal Kanta Chhabra W/o Shri Har Mohinder Singh Chhabra in favour of Mrs. Anuradha Sharma are also of no help and assistance to the Plaintiff to connect the nexus between the Sale Deed dated 22.01.1936 with property bearing No.199-A, Gali No.4, Padam Nagar, Delhi or even Property bearing No.199, Gali No.4, Padam Nagar, Delhi.

It is well settled law that the Plaintiff has to stand on his own legs and the Plaintiff cannot harp on the weakness of the defendant, if any. The Plaintiff has failed to clear the coast and was not able to connect the nexus between the Sale Deed dated 22.01.1936 with property bearing No.199-A, Gali No.4, Padam Nagar, Delhi or even Property bearing No.199, Gali No.4, Padam Nagar, Delhi.

In my considered view, the Plaintiff has utterly failed to prove issues no.4 to 8. Accordingly, the said issues are decided against the plaintiff and in favour of the defendant.

RELIEF:

From the discussions, as adumbrated hereinabove, I hereby pass the following

FINAL ORDER

1. The suit of the plaintiff is hereby dismissed.
2. The parties shall bear their respective costs of litigation.
3. In view of the final decision, the pending applications, if any, stand infructuous and the same are hereby dismissed being infructuous.

Decree-sheet be prepared accordingly in terms of this decision.

File be consigned to Record Room after due compliance.

**Announced through Video Conference on
this 06th day of June, 2020.**

**(ARUN SUKHIJA)
ADJ-07 (Central)
Tis Hazari Courts, Delhi**