



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% ***Reserved on: 30th March, 2026***
Pronounced on: 29th June, 2026
+ **RFA 147/2026, CM APPL. 10004/2026, CM APPL. 10007/2026 &**
CM APPL. 20034/2026

1. PARVEZ

Son of Late Shri Wasiuddin ... Appellant/ Defendant No. 1

2. FARID@KATTU

Son of Late Shri Wasiuddin ... Appellant/ Defendant No. 2

3. SHRI MOHD. GULREZ@NAVED

Son of Late Shri Wasiuddin ...Appellant/ Defendant No. 5

All residents of

7627, Quresh Nagar, Ghantewali Masjid,

Katra Khudabaksh, Sadar Bazar,

Delhi-110006

4. SHRI OMPAL GIRI

Son of late Shri Prithvi Giri ...Appellant/ Defendant No. 4

R/o E-54, Satyawati Colony, Delhi.

Also at:

12, Sawan Park,

Ashok Vihar Extension,

Phase-III, Delhi-110052

Through : Mr. Sacchin Puri (Sr. Adv),
Mr. Anil Kumar Singh, Mr.
Abhishek Singh, Mr. Krishna
Shukla, Advocates.

Versus

1. MOHD. TEHSIN

Son of Late Mohd. Taqsheel

2. MOHSIN

Son of Late Mohd. Taqsheel

3. SALMAN



- Son of Late Mohd. Taqsheel
4. **SAUD**
Son of Late Mohd. Taqsheel
5. **SMT.CHANDA BEGUM**
Wife of late Mohd. Taqsheel

All residents of
7591, Gali Katara,
Khudabaksh, Quresh Nagar,
Sadar Bazar,
Delhi-110006.

...Respondents/Plaintiffs
Through: Mr. Shekhar Prit Jha Advocate
with Ms. Preeti Kumari,
Advocate.

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 of C.P.C. has been filed on behalf of the Appellants against Order/ Judgment dated 18.09.2025 passed by the Ld. District Judge, whereby *the Suit of the Plaintiff/ Respondent for possession, was decreed.*
2. The Plaintiff/ Respondent had filed **Suit bearing CSDJ No. 13811/2016** for possession of the suit property, recovery of Rs. 3,10,000/-, Mesne Profits, Rendition of Account and Permanent Injunction.
3. The **case of the Plaintiffs**, is that the suit property viz. a shop bearing No. SK-50 situated at Sindhora Kalan, Delhi (*hereinafter referred to as suit property*), originally belonged to Shri Jagmohan/ Defendant No. 3. About 25 to 30 years prior to the institution of the Suit, the property had been divided into two portions.



4. Late Shri Mohd. Taqsheel, father of Plaintiff Nos. 1 to 4 and husband of Plaintiff No. 5, had taken the suit shop on rent from the landlord Shri Jagmohan, Defendant No.3 and had been carrying on the business of supply and sale of meat therefrom, under the name and style of “*Taqsheel & Sons*”. It is averred that after taking the premises on rent, the partition wall between the two portions was removed and the entire premises was being utilised for the business. During his lifetime, late Mohd. Taqsheel remained in exclusive possession and control of the shop and regularly paid rent to the landlord.

5. Late Mohd. Taqsheel had obtained various licences and utility connections in relation to the suit premises, for carrying on his business. The electricity connection and telephone connection installed at the shop, stood in his name, and he regularly paid the charges in respect thereof.

6. Mohd. Taqsheel expired on 31.12.2004. All his legal heirs, namely the Plaintiffs, succeeded to his tenancy rights and became entitled to continue in possession and enjoyment of the suit premises. Plaintiff Nos. 1 to 4 were minors at the relevant time and Plaintiff No. 5, being the widow of the deceased, was unable to independently manage and run the business. Owing to these circumstances, the family found it difficult to continue the day-to-day operations of the *meat business*, after the death of the late Mohd. Taqsheel.

7. On the request of the Defendant No. 1, Parvez, their cousin, the Plaintiff No. 1-4 agreed to provide *the space to the Defendant No. 1 & 2 to run the business of the plaintiffs, on a purely license basis with the condition that the Defendant No. 1 and 2 shall pay Rs. 800/- per day as license fee to the Plaintiff No. 1 Mohd. Tehsin*. The Plaintiff continued to



be the lawful tenant in the suit shop, and the Defendant No. 1 and 2 carried on the business, under the name and style of “Taqsheel & Sons.”

8. Defendant No. 1 and 2 initially paid the agreed amount for a short period of about two months, but thereafter, stopped making any payment despite repeated demands. The Plaintiffs repeatedly requested the Defendant No. 1 and 2 to clear the outstanding dues and render accounts of the business being conducted from the suit premises. However, Defendant No. 1 and 2 allegedly continued to avoid payment, on one pretext or another.

9. When the Plaintiffs realised that the Defendant No. 1 and 2 were not willing to pay the agreed licence fee or to account for the income generated from the business, *they orally terminated the licence* and demanded vacant possession of the shop. Despite repeated requests and demands, the Defendant No. 1 and 2 neither vacated the premises nor paid the outstanding amounts.

10. On 23.03.2006, when the plaintiffs again demanded possession and payment of arrears, the Defendant No. 1 and 2 threatened them with dire consequences. The situation allegedly escalated on 24.05.2006 when the Defendant No. 1 and 2, accompanied by certain associates and family members, forcibly entered the residence of the Plaintiffs, assaulted them and their mother, and attempted to obtain possession of documents relating to the suit property.

11. As a consequence of the said incident, Mohd. Shabir, the maternal uncle of the Plaintiffs, lodged a Complaint with the police, resulting in registration of *FIR No. 177/2006 dated 25.05.2006* under Sections 452, 323 and 34 IPC. The Defendant No. 1 and 2 subsequently lodged a false counter



FIR No. 178/06 under Sections 452, 308, 324 and 34 IPC against them, with an ulterior motive to create pressure and defeat their lawful claims.

12. Defendant No. 1 and 2 further attempted to get the electricity connection, telephone connection and Municipal Licence pertaining to the suit premises, transferred in their own names. These attempts were made by concealing material facts from the concerned authorities and with the intention of creating false evidence, regarding their possession and occupation of the property.

13. The Defendants had no independent right, title or interest in the suit property and *were merely licensees whose permission to occupy the premises had already been revoked.* Despite termination of the licence, the Defendants continued to occupy the premises unlawfully, derive income from the business conducted therefrom, and deprive the plaintiffs of the benefits arising from the tenancy, inherited by them from late Mohd. Taqsheel.

14. The Plaintiffs asserted that the income from the business, is minimum Rs. 40,000/- month and the illegal and unauthorized retention of the business income, is causing a recurring loss of Rs. 20,000/- per month, to the plaintiffs which comes to Rs. 3,10,000/-, which the Defendant No. 1 & 2 are liable to pay to the plaintiffs, during the pendency of the proceedings.

15. The Plaintiff thus, filed the Suit for *possession of suit property; recovery of Rs. 3,10,000/- as damages against Defendant No. 1 and 2; recovery of mesne profit @ Rs. 800/- per day; rendition of accounts and permanent injunction for restraining the defendants, his agents, successors etc. for creating any third-party interest in the suit property.*



16. Defendant No. 1/ Parvez and Defendant No. 2/ Farid filed their common Written Statement stating that on the basis of the General Power of Attorney, Agreement to Sell and Purchase, Receipt, Affidavit, Letter of Possession and Affidavit, all dated 23.08.2025 executed by Jagmohan, Defendant No. 3, *Om Pal Giri Goswami/ Defendant No. 4* became the absolute owner of the suit property. Om Pal Giri thereafter, let out the suit property to Gulrej/ Defendant No. 5, brother of Defendant No. 1 and 2.

17. Gulrej/ Defendant No. 5, and Fariduddin/ Defendant No.2, had taken the suit property on licence, from *Om Pal Giri Goswami/ Defendant No. 4 @ Rs 1200/- and Rs 600/- per month, respectively*. Since the inception of the License deed, Defendant No. 1 and 2 have been running their respective shops. However, after getting the permission of the landlord Om Pal Giri Goswami/ Defendant No. 4, they merged both their tenanted shops, and since then they are running their respective business as a joint venture. They are also making payment of rent to the original owner of the suit property.

18. Defendant No. 3/ Jagmohan in his Written Statement stated that Mohd. Taqsheel was his tenant. After the death of Mohd. Taqsheel, his son Mohd. Tehsin/ Plaintiff No.1 was not interested in running the shop/business. *He therefore, surrendered the physical vacant possession of the suit property to the Defendant No.3/ Jagmohan.* As Defendant No.3 was in dire need of money, he sold the suit property to *Om Pal Giri Goswami/ Defendant No. 4* for a total sale consideration of Rs.3,00,000/-, and executed title documents in favour of Om Pal Giri, on 23.08.2005 and delivered vacant physical and peaceful possession of the suit property to him.



19. Defendant No. 4/ Ompal Giri in his Written Statement stated that Gulrez/ Defendant No.2 had taken the possession of the suit property on license from him @ Rs.1200/- and Rs.600/- per month respectively. Since the inception of the license deed, Defendant No. 1 and 2 have been running their respective shops. However, after getting his permission, they merged both their tenanted shops, and since then they are running their respective business in a joint venture. It was also stated that they have been paying the rent to him, who is the owner of the suit property, against a valid rent receipt.

20. On merits, the averments made in the Complaint are denied, and it is asserted that as the plaintiff is not in possession of the suit property, the Suit is not maintainable under Section 41 of the Specific Relief Act and is therefore, liable to be dismissed.

21. The Plaintiff in the **Replication** reaffirmed the assertions made in the Complaint and denied the averments made in the Written Statements of Defendant No. 1-3.

22. The **Issues were framed on 25.11.2006**, as under:

“1. Whether the plaintiff has not affixed the appropriate court fees on the complaint? OPD

2. Whether the suit is barred by provisions of section 41(h) Specific Relief Act? OPD

3. Whether plaintiff is entitled to decree of possession of the suit property? OPP

4. Whether plaintiff is entitled to recovery of the suit amount? OPP

5. Whether plaintiff is entitled to recovery of any mesne profits? If so, at what rate and for what period? OPP



6. Whether plaintiff is entitled to the injunction, as prayed? OPP

7. Relief”

23. The Plaintiffs examined seven witnesses.

24. **PW-1 Constable Krishan Kumar** from Police Station Sadar Bazar, proved the FIR No. 177/2006 Ex. PW1/1, lodged by the plaintiff in connection with the alleged dispossession from the suit property.

25. **PW-2 Sh. M.S. Dhaiya**, Health Inspector, MCD, proved the municipal record pertaining to the suit premises. The MCD license issued in favour of M/s Taqsheel & Sons as Ex. PW2/1, four receipts regarding renewal of the said license as Ex. PW2/2a to Ex. PW2/2d, Application dated 12.06.2006 is Ex. PW2/3 and the Notice issued by the MCD is Ex. PW2/4.

26. **PW-3 Sh. J.P. Sharma**, P&B Manager, Roshanara Club, proved the Acceptance letter of quotations of Taqsheel & Sons, Ex. PW3/1, along with twelve original bills Ex. PW3/2 (coll.), raised by Taqsheel & Sons.

27. **PW-4 Sh. Zafar Khan** from the Telephone Exchange, proved the telephone bills Ex. PW4/1, in respect of connection No. 3655235 installed in the name of Taqsheel & Sons, in the suit property. The telephone connection remained in existence up to 14.09.2005.

28. **PW-5 Sh. Baibhav Jain**, Head of Group Revenue and Collection, proved that an electricity connection bearing K. No. 35300556064 was in existence in the name of Mohd. Taqsheen till August, 2006. It was thereafter, transferred in the name of Sh. Ompal Giri, in the year 2006. He, however, could not produce the letter dated 07.09.2005 written by Taqsheen, as the same was not traceable.

29. **PW-6 Mohd. Mohsin**, Plaintiff No. 2 reiterated the averments made in the plaint. He relied upon rent receipts Ex. PW6/1 to Ex. PW6/6, though



the same were de-exhibited as the witness was neither the writer of those documents nor had the documents been given to him.

30. PW-7 Sh. Ravinder Prasad, Veterinary Inspector, Keshav Puram, Delhi, proved affidavit No. 24AA 343007 executed by Sh. Gulrez as Ex. PW7/3, affidavit/NOC No. 24AA 343048 executed by Sh. Ompal as Ex. PW7/4, and the Veterinary License issued on 09.01.2019 in favour of M/s Gulrej Mutton & Chicken as Ex. PW7/5.

31. DW-1 Sh. Parvez tendered his affidavit of evidence and relied upon various documents including licence deeds, rent receipts, GPA as DW1/5, Agreement to Sell as DW1/6, Receipt as Ex. DW1/7, Possession letter as Ex. DW1/8 and affidavit as Ex. DW 1/9, relating to the suit property.

32. DW-2 Sh. Fariduddin reiterated in his affidavit, the defence taken in the Written Statement.

33. DW-3 Sh. Ompal Giri deposed that he had purchased the suit shop in August, 2005 from the alleged joint owners, *Jagmohan and Inderjeet*, and had received its vacant possession in a condition.

34. DW-5 Sh. Gulrez stated that he and his brother Fareed, had been running a meat shop from the suit premises. According to him, the shop was taken on rent from Ompal Giri, in 2005. He deposed that a meat business required an MCD licence and that such licence was obtained only in 2008, approximately three years after taking possession of the shop. He further acknowledged that before him, the meat shop had been run by late Mohd. Taqsheel, who was his maternal uncle.

35. The Ld. District Judge, in the impugned judgement, on appreciation of evidence, noted that the late Mohd. Taqsheel was the



original tenant and had been running his meat business from the suit premises, for several years. The municipal licence, telephone records and electricity records established his continuous possession of the property. Importantly, these records continued in his name even after the alleged transfer of the property. After his death, the Plaintiffs, being his legal heirs, inherited that tenancy and were entitled to continue as tenants of the shop, until lawful eviction. It was further held that the alleged transfer of the suit property in favour of Om Pal Giri/ Defendant No. 4 through the documents dated 23.08.2005, namely GPA, Agreement to Sell, Receipt and Affidavit, did not affect the Plaintiffs' protected tenancy. The purchaser at best, on the basis of these documents, stepped into the shoes of the landlord, but could not *extinguish the tenancy or claim absolute title over the tenanted shop*.

36. The Ld. District Judge observed that there had been no surrender of tenancy by the original tenant or by his legal heirs, and therefore, the alleged later rent arrangements in favour of the defendants, were not legally sustainable. Therefore, the Ld. District Judge held the *Defendants to be permissive occupants/licensees and not lawful tenants or persons having any independent title*.

37. Thus, the Suit of the *Plaintiffs was decreed and they were held entitled to possession of the suit property*.

38. Aggrieved, the Defendant/Appellant has preferred the *present Appeal*.

39. The **grounds of challenge** are that the learned District Judge ignored the true effect of the documents and the evidence on record, and therefore, the findings are against the settled legal principles and natural justice.



40. There is no documentary or credible oral evidence, to show that the shop was ever given on licence by the legal heirs or the widow of the late Mohd. Taqsheel. The plaintiffs' entire case rests on assumptions, without any written agreement, reliable witness, or clear proof of a legal licence arrangement.

41. The suit property had already been sold to Om Pal Giri through the documents dated 23.08.2005, and he received vacant and peaceful possession of the shop. After becoming the transferee/purchaser, Om Pal Giri lawfully let out the premises to the Defendant No. 1 and 2. The Ld. District Judge failed to appreciate that their possession came from the new owner, not from the plaintiffs or the deceased tenant's family.

42. There was no legal relationship between Defendant/Appellant and the heirs of Mohd. Taqsheel. Once the property was transferred to Om Pal Giri, the only landlord-tenant relationship that existed was between Om Pal Giri and the Appellants. Therefore, the plaintiffs had no standing to challenge the appellants' possession or the tenancy.

43. Appellants' occupation was supported by rent receipts, licence deeds, GPA, Agreement to Sell and allied papers, executed in favour of Om Pal Giri. These documents established that they were not trespassers or unauthorised occupants, but lawful occupants, under the new landlord. The Trade Licence was subsequently taken in their name.

44. The Plaintiffs never proved any lawful devolution of the old tenancy in their favour, in a manner that could defeat the later arrangement. *The plaintiffs could not rely on the old tenancy after the shop had already been*



sold and possession delivered to Om Pal Giri. There was no proved surrender, assignment or subletting, in accordance with law.

45. Appellants/ Defendants were not allowed to occupy the shop temporarily by the plaintiffs' family, but had entered under a separate and lawful arrangement with the new owner. Therefore, the Ld. District Judge wrongly treated them as licensees and directed restoration of possession.

46. Once the Ld. District Judge had not accepted the Plaintiffs' case fully for damages or other aspects, it was inconsistent to grant a decree for possession. The *possession decree has been passed* without sufficient proof that their occupation was unlawful. The evidence on the record favoured protection of Appellants/ Defendants possession, especially because they claim to have been in occupation for a long period and to have carried on the business openly. It is therefore, submitted that the impugned judgment be set aside.

Submissions heard and the record perused.

47. The case of the Plaintiffs as stated in the Plaint and also proved by PW6 Mohd. Mohsin, is that Late Shri Mohd. Taqsheel, father of Plaintiff Nos. 1 to 4 and his brother Iqbal had taken the suit premises which was divided into two parts by one wall, from Shri Jagmohan, Defendant No.3, about 25-30 years back. After taking over the premises, the internal partition wall was removed, and Taqsheel was running his business of supply of meat in the name of '*Taqsheel & Sons*' from the rented premises.

48. In order to prove the tenancy and the business being run from the Suit premises, the Plaintiff examined PW2 M.S. Dhaiya, Health Inspector, MCD, who produced the record pertaining to the License for the Meat shop of 'M/s



Taksheel & Sons' Ex.PW2/1. It was renewed from time to time. There were four receipts pertaining to the renewal of license as Ex.PW2/2a-2d. The renewal of the License for the shop was done till 31.03.2006. Thereafter, an application dated 12.06.2006 Ex.PW2/3 was received. The Notice Ex.PW2/4 was issued by MCD. The witness further deposed that, as per the record, the License has not been transferred in the name of any other person.

49. The telephone connection in the name of Taqsheel & Sons was installed in the Suit premises in the year 1995 and was in existence up to 14.09.2005. The telephone bills were collectively Ex.PW4/1, as proved by **PW4 Zafar Khan**. Likewise, the electricity connection in the name of Mohd. Taqsheel existed in the suit premises till August, 2006, as per the testimony of PW5 Shri Baibhav Jain from NDPL.

50. **PW3 Mr J. P. Sharma, F&B Manager, Roshanara Club** also deposed that the meat to their Club was being supplied by M/s Taqsheel & Sons, whose quotation was accepted vide Letter of Acceptance Ex.PW3/1. The original 12 Bills submitted by Taqsheel & Sons, were Ex.PW3/2 colly. He deposed that the meat was supplied to them by Taqsheel & Sons, till 2005-06.

51. PW6 Mohd. Mohsin, Plaintiff No.2 had explained that after the demise of their father on 31.12.2004, Smt. Chanda Begum, wife of Mohd. Taqsheel/ mother of the Plaintiffs, found it difficult to run the business and therefore, requested the nephews, Defendant No.1 Parvez and Defendant No.2 Fariduddin *to continue to run the business on a license basis @*



Rs.800/- per day. The Defendant No.1 Parvez in his testimony has not denied that he along with his brother, were running the said shop.

52. It is also pertinent to note that PW-6 Mohd. Mohsin, Plaintiff No. 2 had proved the Letter dated 12.06.2006 Ex. PW2/3 written by him and Plaintiff No.1 Mohd. Tehsin jointly, requesting the MCD that after the demise of their father on 31.12.2004, the License for running the meat shop be transferred in their name; they being the legal heirs of deceased Mr Taqsheel.

53. It is also established from the evidence of *PW2 M.S. Dhaiya, Health Inspector, MCD*, that the renewal of the License for the shop was done till 31.03.2006, i.e. even after the demise of Mohd. Taqsheel on 31.12.2004. Had the tenancy been surrendered, there was no question of renewal of licence in the name of the deceased, rather than in the name of the defendants.

54. Thus, the continuance of the business of the late Mohd. Taqsheel in the suit shop, is established from the documentary record produced by the Plaintiffs and their witnesses. The municipal licence records, telephone records and electricity records demonstrate that the commercial activity in the suit premises was being carried on, in the name of late Mohd. Taqsheel. These documents are not isolated pieces of evidence, but constitute a continuous chain of circumstances showing Plaintiffs' occupation of the suit premises.

55. The overwhelming evidence as produced on behalf of the Plaintiff, thus, established that the suit property had initially been taken on rent by Mohd. Taqsheel, who had been running a meat shop in the name of M/s



Taqsheel & Sons. After his demise, the Defendant no.1&2 continued the business in the same name, as licensee of the plaintiffs, on account of accentuating circumstances.

56. Significantly, the evidence produced by the Defendants themselves lends support to the Plaintiffs' case. DW1 Parvez admitted during his cross-examination that late Mohd. Taqsheel was his maternal uncle and that a meat shop had earlier been operated by him, from the suit premises.

57. DW5 Gulrez also admitted that late Mohd. Taqsheel had been running the meat business from the suit property, prior to the defendants. These admissions are material, when read conjointly with the documentary evidence produced by the plaintiffs, as the conclusion which inevitably is that the suit shop was originally under the occupation and control of late Mohd. Taqsheel, as tenant and he or his legal heirs/Plaintiffs after his demise never surrendered his tenancy to Defendant No.3 Jagmohan.

58. The events as unfolded thereafter, are that Shri Jagmohan, Defendant No.3 sold the property by virtue of Agreement to Sell, etc. to Ompal Giri, Defendant No.4, who appeared as DW3 and produced the documents of the purchase of the Suit property vide GPA, Agreement to Sell, etc. Ex.DW1/4 to Ex.DW1/9 all dated 23.08.2005, whereby he became the absolute owner of the suit property. It has emerged from the testimony of DW1 Parvez as well as DW2 Fariduddin who claimed that the suit premises were given on rent to Gulrej, Defendant No.5, their brother by subsequent owner, Ompal Giri, who in fact is the actual tenant and he has been running the meat shop in the suit premises.



59. The pertinent question is what is the status of Defendant No.5 Gulrej, who has per his own testimony, had started running the meat shop from 2005 and got the Meat licence in the year 2008. This is explained by PW6 Mohd. Mohsin who deposed that their mother had inducted Defendant No.1 and 2 as licensees, for running the shop for which Rs.800/- per day were agreed to be paid by them, though they stopped making payment after 2-3 months and failed to pay any amount despite confrontation.

60. While Defendant No.1 and 2 admitted that they had been continuing to run the meat shop, it has not been explained by them as to how they continued running the business from the suit premises since 31.12.2004, till 2008 when the tenancy was allegedly created in favour of their brother Gulrej. At the relevant time, after the demise of Mohd. Taqsheel in December, 2004, Ompal Giri was not in the picture, and there is no averment that Defendant No.1 and 2 took the shop on rent from Defendant No.3 Jagmohan, the then owner of the Suit shop. *It, therefore, leads to only one inevitable conclusion that Defendant No.1 and 2 had been inducted as licensees by Smt. Chanda Begum, their Mami, to continue the business of meat selling.*

61. It has further emerged from the testimony of PW5 Shri Baibhav Jain that Shri Ompal Giri on 23.08.2005, after purchase of property, had moved an Application for transfer of the electricity meter in his name, vide document Ex.PW5/1 to 5/5. The electricity connection had been transferred in the name of Shri Ompal Giri in August, 2006; till then, the meter existed in the name of Mohd. Taqsheel.



62. Likewise, PW-2 Sh. M.S Dhayia clarified in his cross-examination, that the current owner Ompal Giri, Defendant No.4 had made the Application for transfer of license and had filed his documents of purchase of suit property, namely GPA, Agreement to Sell, Receipt and Possession, all dated 23.08.2005. Gulrej, son of Wasiuddin i.e. Defendant No.5, had applied for a license for the meat shop along with the requisite documents in 2008.

63. It all clearly establishes that Defendant No,4 Ompal Giri, came into the picture from August, 2005, when he purchased the suit property. Although he claimed to have received possession thereof, he admitted that the electricity connection originally stood in the name of late Mohd. Taqsheel and that steps were taken for its transfer. Such admissions substantially weaken the defence that the vacant possession of the suit property had been delivered or that thereafter, he lawfully inducted to the defendants as fresh tenants.

64. Another pertinent fact is that DW5 Gulrej in his Affidavit of Evidence, had deposed that he and Defendant No.2 Fariduddin, had taken the possession of the suit premises on license from Shri Ompal Giri, at the rate of Rs.1200/- and Rs.600/- per month, respectively. However, Ompal Giri came into the picture only in August, 2005 and there is no explanation as to who was running the meat shop from January, 2005 till the property got sold to Ompal Giri in August, 2005 and even thereafter, till Defendant No.5 got the Meat licence in his name in 2008. *The inevitable conclusion is that Defendant No.1 and 2 had been inducted as licensees by the Plaintiffs and it was they who were running the shop.*



65. There is absolutely no evidence as to when and how the vacant possession got handed over to Shri Ompal Giri. He may have given the premises on rent to Mohd. Gulrej and Fariduddin vide License Deed in favour of Gulrej dated 16.06.2006 Ex.DW1/2 and License Deed in favour of Fariduddin dated 28.11.2005 Ex.DW1/1, but it emerges that the earlier possession was with Defendant No.1 and 2, who had been inducted as licensees by the plaintiffs, to continue with the meat business from the suit shop by the Plaintiffs.

66. It is also evident that Defendant No.1 and 2, who were given the suit shop to continue the meat business and were in possession, handed over the possession to Mohd. Gulrej, Defendant No.5, being their brother. There is no explanation regarding the manner in which the existing business and tenancy of late Mohd. Taqsheel came to an end and how could an independent tenancy be created in favour of the Defendants, till the surrender of the earlier tenancy of late Mohd. Taqsheel.

67. The ownership may have changed from Jagmohan Defendant No.3 to Ompal Giri Defendant No.4, but the property as purchased by Ompal Giri came with the encumbrances that already existed in the suit premises. The plaintiffs have thus, proved that Mohd. Taqsheel and after him, his sons and wife continued to be the tenants in the suit premises, and Defendant No.1 and 2 were merely the licensees.

68. So being the status, the learned District Judge has rightly held that though Defendant No.2 and 6 may now be in possession and may be recognizing the Defendant No.4 Ompal Giri, as the owner of the property, but it is established from the overwhelming evidence as discussed above,



that Defendant No.1 and 2 had got into the possession of the shop as licensee of the Plaintiff and there was no surrender of tenancy ever by the Plaintiffs, to the erstwhile or the present owner.

69. The Ld. District Judge rightly held that the defendants had failed to establish an independent legal right, superior to that of the plaintiffs. The burden to prove such independent right squarely rested upon the defendants. However, apart from producing certain documents, no convincing evidence was led to establish the circumstances in which they acquired lawful possession defeating the inherited tenancy rights by the legal heirs of late Mohd. Taqsheel.

70. The learned District Judge has also rightly noted that *it was the licence fees of Rs.800/- per day and thus, the bar of Section 50(1) Delhi Rent Control Act, 1958, was not attracted.*

71. The Suit for Possession in favour of the Plaintiffs/Respondents, has been rightly decreed. Consequently, this Court finds no ground whatsoever to interfere with the well-reasoned judgment and decree passed by the Ld. District Judge.

72. There is no merit in the present Appeal, which is hereby dismissed. The pending Applications, if any, are disposed of accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

29th JUNE, 2026
va