



2026:DHC:5328



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

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*Reserved on: 26th May, 2026
Pronounced on: 3rd July, 2026*

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RFA 555/2026, CM APPL. 36566-68/2026

AMULYA KAPOOR

.....Appellant

Former Director (DIN: 06522859),
Chefs United Foods Private Limited
Address: 2nd Floor, A-4/4,
Vasant Vihar, New Delhi- 110057

Through: Mr. Kunal Seth, Advocate.

Versus

1. Mr. Rahul Sarin

S/o Mr. Gurdev Saran, Rio Tower 2, Flat 1201,
Vipul Belmonte, Sector 53, Gurgaon- 122011

2. Chefs United Foods Private Limited

(CIN: U93000DL2009PTC192564)
Registered Office: Flat No. 9139,
2nd Floor, Sector C Pocket 9,
Vasant Kunj, New Delhi- 110070

3. Mr. Sunil Chauhan, Director (DIN: 02614920),

Chefs United Foods Pvt. Ltd.
Address: Flat No. 373, AFNOE, Sector 7,
Plot No. 11, Dwarka,
South West Delhi- 110075

4. Mr. Manmohan Kumar, Director (DIN: 10125904),

Chefs United Foods Pvt. Ltd.
Address: G-42, Gali No. 18, Rajapuri,
Uttam Nagar, West Delhi- 110059
New Delhi

... Respondents



Through: Mr. Abhishek Seth, Mr. Achal Gupta, Ms. Ashima Markendey, Mr. Gaurav Singh and Ms. Widaphi, Advocates..

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The present Regular First Appeal under Section 96 read with Order XLI of the Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*) has been preferred by the Appellant/Defendant No.2 against the Order and Decree dated 02.05.2026, whereby the Application filed by the Plaintiff/Respondent No.1 under Order XII Rule 6 CPC was ***allowed and a Decree for possession*** in respect of suit property was passed by the learned District Judge-05, New Delhi.
2. The Plaintiff/Respondent No.1 had instituted ***CS No.257/2025*** before the learned District Judge seeking ***eviction, recovery of Possession, Mesne Profits, Damages along with pendente lite and future interest.***
3. ***Briefly stated***, the Plaintiff/Respondent No.1, Rahul Sarin, owner of the property bearing No. A-4/4, Second Floor, Vasant Vihar, New Delhi-110057 (*hereinafter referred to as the "Suit Property"*) leased it to Defendant No.1, Chefs United Foods Pvt. Ltd., of which Defendant Nos.3 to 4 were its Directors, *vide* Lease Agreement dated 13.01.2022, for a period of 36 months, from 13.01.2022 to 12.01.2025, for the ***residential purposes*** of Defendant No.2, Amulya Kapoor and his family members.



4. Under the terms of the Lease Agreement, rent was fixed at Rs.2,40,000/- per month for the first two years and at Rs.2,64,000/- per month for the third year, payable on or before the 5th day of each month, excluding electricity, water and other utility charges which were directly payable to the concerned authorities.

5. The Plaintiff/Respondent No.1 asserted that Defendant No.2 failed to pay rent in a timely manner and despite repeated requests, the Defendant kept seeking further time on one pretext or another. The Plaintiff/Respondent No.1 accordingly issued Legal Notices dated 13.09.2024, 09.12.2024 and 16.04.2025, calling upon the Defendants to clear the outstanding dues and hand over vacant possession of the Suit Property. On each occasion, Defendant No.2 sought further extension of time citing health issues, son's board examinations, etc.

6. The Plaintiff/Respondent purely on a humanitarian ground, granted a one-time extension till 12.04.2025, on a month-to-month basis for Defendant No.2's son's academic needs, subject to timely payment of rent and with the *clear understanding that no further extension would be granted*. However, on expiry of the extended period on 12.04.2025, the Defendant No. 2 again failed to vacate the Suit Property. In view of the long-standing and continuing failure and breach of Defendant No.2 to vacate, a Legal Notice dated 16.04.2025 was issued asking the Defendants to clear the outstanding rent and hand over vacant possession of the Suit Property.

7. During this period, it came to the notice of the Plaintiff/Respondent No.1 that Defendant No.1 and its Directors had filed Form INC-22 before



the Registrar of Companies, showing the suit property as the registered office of Defendant No.1 on the basis of a forged “*No Objection Certificate*” purportedly dated 16.02.2022 and a fabricated Board Resolution dated 22.03.2022, despite the fact that the Suit Property had been leased *strictly for residential purposes*. The Complaints were lodged with the Police at P.S. Vasant Vihar, as well as with the Registrar of Companies.

8. It also came to the notice of the Plaintiff/Respondent No. 1 that Defendant No.2 had ceased to be a Director of Defendant No.1 with effect from 23.03.2023. However, the said fact was never disclosed to the Plaintiff/Respondent No.1, by Defendant No.1 or by any of its Directors.

9. The Plaintiff/Respondent No.1 accordingly filed the Suit seeking possession of the Suit Property along with recovery of *mesne* profits, damages, interest and costs.

10. Defendant No.2, Amulya Kapoor in his *Written Statement*, stated that he was a Director of Defendant No.1 at the relevant time and had acted solely in his representative capacity as an officer of the Company. It was asserted that Defendant No.1, *Chefs United Food Pvt. Ltd.*, being the *lessee* under the Lease Agreement, was responsible for all contractual, statutory and financial obligations arising there from.

11. It was further stated that the Plaintiff/Respondent No.1 had acted in a dishonest and *mala fide* manner, by seeking eviction despite having previously given a clear oral assurance regarding continuation of the tenancy and having participated in the drafting of a fresh Lease Agreement.



12. He further averred that he had resigned from the Directorship of Defendant No.1 with effect from 23.03.2023, and had thereafter, ceased to have any role, authority or involvement in the affairs of the Company.

13. It was further stated that the security deposit of Rs.4,80,000/- had been remitted exclusively *from the Bank Account of Defendant No.1 Company and that multiple rental payments had also been made directly by Defendant No.1*, thereby demonstrating that all financial obligations under the Lease Agreement, were discharged by Defendant No.1. Defendant No.2 denied any personal liability towards *mesne* profits or damages, asserting that the Suit Property was under the occupation and control of Defendant No.1.

14. On *merits*, Defendant No.2 denied averments made in the Plaint and contended that the Plaintiff/Respondent No.1 had wrongly sought to fasten personal liability upon him, despite being aware that Defendant No.1 was the lessee under the Lease Agreement.

15. It was further claimed that the parties had originally agreed upon a lease period of six years, however, owing to the prevailing Covid-19 restrictions and exigent circumstances, a Lease Agreement for a period of *thirty-six months* was executed. Acting upon the oral assurances of the Plaintiff/Respondent No.1, the Defendants continued to occupy the suit property and were thereafter, sought to be evicted contrary to the earlier understanding.

16. Defendant No.2 further asserted that draft of a fresh Lease Agreement had been exchanged between the parties, in furtherance of the prior oral understanding and steps had been taken towards its execution including



procurement of stamp papers for the proposed lease. It was thus, contended that the Plaintiff/Respondent No.1 could not seek eviction by relying solely upon the expiry of the Lease Agreement dated 13.01.2022.

17. The allegations regarding the filing of Form INC-22 and other fabricated documents, were denied. Defendant No.2 asserted that he had no knowledge or participation in the said acts and had himself been a victim of the unauthorised conduct of the other Defendants. Defendant No.2 had executed an Affidavit dated 12.06.2025, affirming his innocence in respect of the forged documents.

18. Defendant No.2 also asserted his personal hardship, stating that he was residing in the suit property with his wife, children and his aged father, who had recently suffered a cranial bleed, had remained in the ICU and was under periodic evaluation for further surgery. It was submitted that any immediate eviction, would cause grave and irreparable hardship to him and his family.

19. Defendant No.2 accordingly, sought dismissal of the Suit and prayed that the Plaintiff/Respondent No.1, be restrained from evicting the Defendants from the Suit Property.

20. Defendant Nos.1, 3 and 4, in their **Written Statement**, denied any liability under the Lease Agreement. It was asserted that Defendant No.2 had misused the stamp and name of Defendant No.1 Company and had caused it to be shown as *lessee* under the Lease Agreement, without the knowledge or approval of the Board of Directors. *It was stated that Defendant No.1 had neither paid the security deposit nor any rent in respect of the Suit Property and had never occupied the same.*



21. It was asserted that no relief had been claimed against them and that they had been unnecessarily impleaded in the present proceedings. It was claimed that they had no knowledge of the Lease Agreement, until complaints and legal Notices were received from the Plaintiff/Respondent.

22. On *merits*, it was stated that Defendant No.1 Company had never utilised or occupied the suit property. It was further stated that Defendant No.2 had not only committed fraud upon the Plaintiff/Respondent No.1, but also upon Defendant Nos.1, 3 and 4. Defendant Nos.1, 3 and 4 denied liability for any of the obligations arising out of the Lease Agreement and sought dismissal of the Suit against them.

23. Thereafter, the *Plaintiff/Respondent No.1* filed an *Application under Order XII Rule 6 CPC* seeking a Decree for possession of the Suit Property on the basis of the *admissions* contained in the Written Statements filed by the Defendants. It was asserted that the landlord-tenant relationship stood admitted; that the Lease Agreement dated 13.01.2022 had expired by efflux of time on 12.01.2025; and that the tenancy had been terminated by the Legal Notice dated 16.04.2025. Accordingly, it was prayed that a Decree for possession of the suit property, be passed forthwith.

24. Defendant No.2 Amulya Kapoor filed a *Reply* opposing the Application. It was denied that any unconditional admission warranting a Decree had been made. It was asserted that the parties had agreed to renew the Lease Agreement for a further period of three years and that the question of refund and adjustment of the security deposit, constituted a disputed issue incapable of adjudication in summary proceedings under Order XII Rule 6



CPC. Defendant No.2 also reiterated the hardship that would be caused to him and his family in the event of eviction.

25. *Defendant No.1 Defendant No.3 and Defendant No.4*, in their ***statement recorded*** on 20.04.2026, before the learned ***District Judge*** stated that they had no objection to the Application under Order XII Rule 6 CPC being allowed and that they had no association with Defendant No.2.

26. The ***learned District Judge***, on consideration of the pleadings and material on record, observed that Defendant No.2 had admitted the execution of the Lease Agreement dated 13.01.2022 between the Plaintiff/Respondent No.1 and Defendant No.1 and had further admitted that he was residing in the suit property in his capacity as Director of Defendant No.1. The Lease Agreement had expired by efflux of time, on 12.01.2025.

27. Accordingly, ***vide the impugned Order dated 02.05.2026, the Suit for possession of the suit property, was decreed under Order XII Rule 6 CPC***, and Defendant No.2 was directed to hand over physical and vacant possession of the suit property, within 30 days. The Suit was directed to continue in respect of the remaining reliefs including *mesne* profits and adjustment of the security deposit.

28. Aggrieved by the impugned Order dated 02.05.2026, the *Appellant preferred a Review Application under Section 114 read with Order XLVII Rule 1 CPC* seeking recall thereof on the ground of error apparent on the face of record and misconception of facts. The Appellant placed reliance upon an email dated 24.02.2024 between the parties, contending that it evidenced the Plaintiff/Respondent No.1's agreement to execute a fresh



Lease Agreement, and also reiterated the medical hardship of his aged family members.

29. The learned District Judge held that the email dated 24.02.2024, even if considered, reflected only negotiations regarding modification of payment terms and did not establish any fresh lease. *The Review Application was accordingly, dismissed vide Order dated 08.05.2026, subject to costs of ₹20,000/-.*

30. Aggrieved by the impugned Order/Decree dated 02.05.2026 allowing the Application under Order XII Rule 6 CPC, the Appellant has preferred the present Appeal.

31. The *grounds of challenge* are that the learned District Judge erred in treating the admissions in the Written Statement as clear, unequivocal and unconditional, warranting a Decree under Order XII Rule 6 CPC. It is contended that the admission in paragraph 1 of the Reply on Merits, was limited to undisputed foundational facts, namely, the identity of parties, ownership of the Suit Property, and execution of the Lease Agreement, and did not extend to possession, personal liability, or the right to evict.

32. It is further contended that the Written Statement, read as a whole, discloses several triable issues: that Defendant No.1 was the *lessee* bearing all contractual obligations; that the Appellant acted only in his representative capacity as Director; that an oral understanding existed between the parties for a lease period of *six years*; that negotiations for execution of a fresh Lease Agreement had taken place; and that disputes relating to the security deposit remained unresolved.



33. It was also contended that the learned District Judge failed to appreciate that the Appellant had signed the Lease Agreement only in his capacity as a Director of Defendant No.1 Company and not in his individual capacity. Consequently, the decree for possession passed personally against the Appellant, was legally unsustainable.

34. It is further asserted that the learned District Judge erred in rejecting the defence of oral Agreement, by invoking Section 95 of the Bharatiya Sakshya Adhinyam, 2023 at a pre-trial stage, and that too, in reliance upon a decision concerning the bar on oral modification of a registered document, whereas the Lease Agreement dated 13.01.2022 was admittedly an unregistered and notarised instrument.

35. The Appellant further assailed the finding of the learned District Judge that *he ceased to have any right to reside in the suit property upon his resignation from Defendant No.1 Company, with effect from 23.03.2023. It was contended that the Lease Agreement expressly contemplated residential occupation of the suit property by the Appellant and his family and that such right of occupation was independent of his continuance as a Director of Defendant No.1.* It was further urged that the continued acceptance of rent by the Plaintiff/Respondent, even after the Appellant's resignation constituted a waiver and acquiescence.

36. The Appellant further contended that the Lease Agreement had been executed between the Plaintiff/Respondent and Defendant No.1 Company and that *he had signed the same only in his capacity as Director of the Company.* It was urged that he was not a party to the Lease Agreement in his individual capacity and, therefore, a decree for possession against him



personally could not have been passed without adjudication of the legal basis of his occupation of the suit property.

37. The Appellant also assailed the Order dated 08.05.2026 dismissing the Review Application, contending that the learned Trial Court failed to appreciate the significance of the email correspondence dated 24.02.2024 relied upon therein; did not adequately consider the plea of medical hardship, and erroneously imposed costs of ₹20,000/- while dismissing the Review Application.

38. Learned counsel on behalf of the Respondent No.1, Rahul Sarin/Plaintiff, supported the impugned Order and Decree, and submitted that the learned Trial Court had correctly appreciated the admissions contained in the Written Statement as well as the other material placed on record. It was contended that the tenancy had admittedly come to an end by efflux of time; that the defence of an oral Agreement was rightly rejected, and that the Decree under Order XII Rule 6 CPC had been passed, in due exercise of judicial discretion.

Submissions heard and record perused.

39. The Appellant assails the impugned Order dated 02.05.2026, primarily on the ground that the admissions contained in his Written Statement were *neither clear, unequivocal nor unconditional* so as to warrant a Decree under Order XII Rule 6 CPC; that *no personal Decree* for possession could have been passed against him since he was *not a party to the Lease Agreement in his individual capacity*; and that there was an *oral Agreement between appellant and respondent for extending the Lease for six*



years; which raised genuine triable issues which could not have been summarily rejected.

I. Whether the admissions in the Written Statement were clear, unequivocal and unconditional about the three conditions requisite for a Decree of Possession, under Order XII Rule 6 CPC?

40. The case of the Plaintiff was that he had let out the Suit Premises vide Lease Agreement dated 13.01.2022, to Defendant No. 1, *Chefs United Foods Pvt. Ltd.*, through its Director, Defendant No. 2, *Amulya Kapoor*, on a monthly rent of Rs.2,40,000/-, for the residential purposes of Defendant No. 2/Appellant and his family, for a period of three years. A sum of Rs.4,80,000/- was paid by the Company as a security deposit, which was refundable at the time of vacating the suit property by the Defendant No. 1 company.

41. Defendant No. 2/Appellant, in his Written Statement, admitted that the Suit Premises had been taken on rent by Defendant No. 1 Company, and asserted that the premises were not taken by him, in his individual capacity. The security amount, as well as the rent, was regularly paid from the account of the defendant No.1 Company, though there were some delays in payment of rent after February, 2023. The Defendant/Appellant denied that he had ever been inducted into the suit premises as a tenant, ***but admitted that he had been residing in the suit premises, by virtue of the Lease Agreement dated 13.01.2022.***

42. Defendant No. 1 Company and Defendants No. 3 and 4, who are its directors, completely denied having entered into the Lease Agreement. It was their case that the Appellant, *Amulya Kapoor*, had misused the name of



Defendant No. 1 Company by procuring the stamp paper for execution of the Lease Deed in the name of Defendant No. 1 Company, and by signing the Lease Agreement as a Director of the Defendant No. 1 Company. It was claimed that Defendants No. 1, 3 and 4 had never taken the suit premises on rent and that it was the Defendant No.2/Appellant who had misused his authority and the name of the Defendant No. 1 Company, to get the Lease Deed executed for his residence and benefit.

43. The entire defense of the Appellant in his Written Statement and in his emails/responses to the Legal Notices consistently was that, while he had been occupying the Suit Premises for residential purposes, the tenancy was in the name of Defendant No. 1 Company, and any obligations arising from the Lease Agreement, were binding on the Defendant No. 1 Company.

44. From the rival pleadings of the Plaintiff and the Defendants, including the Appellant, certain foundational facts stand admitted; *that the Lease Agreement dated 13.01.2022 was executed in the name of defendant No.1 Company, whereby the Suit Premises were taken on rent from the Respondent/Plaintiff, Rahul Sarin. It is also admitted that the monthly rent under the Lease Agreement was fixed at Rs.2,40,000/- per month, which was regularly paid to the Plaintiff/landlord.*

45. The defendant No.1,3 & 4 had denied their liability on the specious ground that Amulya Kapoor, who was admittedly the Director in the Company, misused his authority in taking the suit property for his benefit, in the name of Defendant No.1 Company.

46. The *first aspect* of significance is that the Lease Deed was admittedly executed with Defendant No. 1 Company. It however, took the



plea that Sh. Amulya Kapoor, being the Director, bought stamp paper in the name of the Company and signed the Lease Deed.

47. Pertinently, the parties have referred to a *Board Resolution dated 22.03.2022*, whereby it was recorded not only that the Suit Premises had been taken on rent, but also that the address of the suit premises would be used as the registered office of the Company, for which a “*No Objection*” Certificate had been obtained from the landlord. The said Board Resolution was *duly signed by Sh. Sunil Chauhan/Defendant No. 3*, which corroborates that the suit premises had been taken on rent by Defendant No. 1 Company.

48. It is also significant to note that the Plaintiff had issued Legal Notices dated 13.09.2024, 09.12.2024 and 16.04.2025 to Defendant No. 1 Company. Despite these Notices, Defendant No. 1 did not assert that Defendant No. 2 had, without authority, got the Lease Deed executed in the name of the Company. All the Legal Notices were addressed to Defendant No. 1 Company and were duly responded to, by the Defendant No.2/Appellant.

49. In none of the replies to the Legal Notices, was it ever asserted that by Defendant No. 1 Company was not the tenant of the Suit Premises. ***The various documents clearly establish that the tenancy was created in the name of Defendant No. 1 Company.*** The alleged claim by defendant No.1 of misuse of authority by the Appellant, is the internal matter, *inter se* the Defendants and cannot be a ground to wriggle out of the written Lease Deed.



50. Moreover, the admissions of Defendant No. 2/Appellant were clear, unequivocal and categorical that *the suit premises had been taken on lease by Defendant No.1, for his residence.*

51. The Lease Deed was executed with Defendant No. 1 Company for a period of three years, and the mere resignation of the person for whose benefit the property had been taken on lease, would not terminate the Lease Agreement. *Merely because the Defendant No.2/Appellant resigned in March 2023, the obligations of the Defendant No. 1 Company did not come to an end, unless the Company surrendered the possession of the suit premises to the landlord. The obligation was of defendant No.1 to inform about the resignation of the Appellant, or to terminate the tenancy, but it has failed to do so.*

52. *Therefore, the tenancy continued in the name of Defendant no.1 while the Appellant, continued to be in possession, even after his resignation from the Company on 23.03.2023. Consequently, Defendant no.1 cannot avoid its liability.*

53. The *second aspect* which assumes significance is **whether, upon his resignation, Defendant No. 2 became the direct tenant of the Landlord.**

54. The Appellant attempted to explain in the Written Statement that, at the time of execution of the Lease Agreement dated 13.01.2022, the parties had initially negotiated for a lease period of six years, but due to the circumstances arising from COVID-19, the Lease was ultimately agreed to be for a period of three years.



55. It was further stated in the *Written Statement* by the Appellant and the documents relied by him, that after the resignation, Appellant made an endeavour to get the Lease Deed extended to six years. The appellant has referred to the WhatsApp Chat dated 06.11.2023, wherein the Defendant No.2/Appellant conveyed that his ventures had closed in April, which had impacted him personally by a few crores. However, he stated that he was working towards being punctual in making the rent payments. *He also expressed his desire to continue the tenancy*, with the permission of the Plaintiff.

56. This is reflected in the email exchange dated 31.12.2023 and 24.02.2024, wherein an extension of the lease was sought.

57. The term of the Lease Agreement was for a period of three years commencing from 13.01.2022, i.e., up to 12.01.2025, in the name of Defendant No.1. The very fact that the Appellant had resigned on 23.03.2023 reflects that, having disassociated himself from the Company, he was seeking execution of a fresh Lease Agreement for a further period of three years.

58. Furthermore, the email dated 24.02.2024 reflects that **the Plaintiff had agreed to sign the Lease Agreement**; however, the subsequent chain of email exchanges shows that, on 24.03.2024, the Plaintiff declined to enter into any fresh Agreement on account of delayed payment of rent and without prior clearance of the outstanding dues. Therefore, although the Defendant/Appellant sought execution of a fresh lease agreement in his name after resigning from the Company, but the various email exchanges



demonstrate that the proposed Lease Agreement in the name of the Appellant, never materialized.

59. The tenancy continued in the name of the Defendant No.1 Company, in terms of the written Lease Agreement, the execution of which stood confirmed from the Board Resolution submitted with the ROC, whereby the registered address of the Company was changed to that of the rented premises.

60. While the Appellant had tried to get the Lease Agreement executed in his favour after his resignation in 2023, but such proposal never materialized. The tenancy, therefore, continued in the name of the Defendant No. 1 Company, although the Appellant continued to remain in possession thereof. The Appellant may have paid the rent thereafter, from his personal account; however, mere payment of rent could not create any fresh tenancy in his favour.

61. The Plaintiff continued to engage with the Defendant No.2/Appellant, who also continued to pay the rent, though belatedly. The Appellant, in turn, repeatedly sought extension of time to vacate the Suit Premises since April 2024 till April 2025, initially on account of the illness of a family member and thereafter, on account of his son's board examinations.

62. The record reflects that, since the rent was being paid, though belatedly, by the Appellant, the Plaintiff continued to show his indulgence and repeatedly granted him extensions of time to vacate the Suit Premises. Ultimately, time was granted till 12.04.2025, as reflected in the Legal Notice



dated 16.04.2025. However, despite his repeated assurances, the Appellant failed to vacate the Suit Premises, resulting in the filing of the present suit.

63. In the light of the aforesaid discussion, it is evident that the Plaintiff was admittedly the landlord of the suit property. The tenant was Defendant No. 1 Company, while the suit premises have remained in the occupation of the Appellant.

64. Before proceeding further, it may also be noted that though the Lease Agreement dated 13.01.2022 was executed for a period of three years i.e., up to 12.01.2025, it admittedly was an unregistered document. Since a lease for a term exceeding one year requires compulsory registration under Section 17 of the Registration Act, 1908, the said Lease Agreement could not create a lease for a fixed period of three years and the tenancy could only be treated as a month-to-month tenancy.

65. In order to succeed in a Suit for possession, three conditions are required to be satisfied: *firstly*, the existence of relationship of landlord-tenant relationship between the parties, *secondly*, that the Delhi Rent Control Act was not applicable and *thirdly*, that the tenancy has been duly terminated in accordance with law.

66. There are clear admissions that tenancy was executed in favour of Defendant No.1, in which Appellant had been residing, in terms of Lease Deed and has continued to live even after he resigned from the Company. Even otherwise, the tenancy was terminated validly, *vide* Notice dated 16.04.2025, after which the defendants became un-authorize occupants of the suit property. The rent was admittedly more than Rs.3,500/- per month and the bar of Section 50 Delhi Rent Act is not applicable.



67. In the light of the aforesaid discussion, it is clear that all three conditions stand satisfied and there are clear, unequivocal admissions by the Defendants in this regard.

68. Since the Appellant admittedly continues to remain in actual physical occupation of the Suit Property under the tenancy created in favour of Defendant No.1 Company, the decree for possession is executable against the person in actual possession.

69. The learned District Judge, therefore, rightly decreed the Suit for possession of the Plaintiff and directed the Appellant, who was in possession of the Suit Property, to hand over the vacant and peaceful possession thereof, to the Plaintiff.

Conclusion:

70. In the light of aforesaid discussion, it is held that **there is no merit in the present Appeal, which is hereby dismissed.** Pending Applications, if any, are disposed of, accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

JULY 3, 2026

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