



%

Reserved on: 12th May, 2026

Pronounced on: 11th August, 2026

+

RFA 264/2026

-Appellant

Through: Mr. Saksham Upadhyay, Advocate

versus

LEELA WATI
W/o Sh. Lalit Kumar
D/o Sh. Hukum Singh
R/o A-52, Gali No.9,
West Vinod Nagar,
Shakarpur Baramod,
East Delhi-11 0092

.....Respondent

Through: Mr. Hritik Kashyap, Advocate

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

- 1. Regular First Appeal** under Section 96 read with Order XLI Rule 1 of the Code of Civil Procedure, 1908 (*hereinafter referred to as “CPC”*)



2026:DHC:6525



has been preferred by the *Defendants/Appellants* against the Judgment and Decree dated **09.01.2026** whereby the *Suit for Declaration, Possession, Mandatory and Permanent Injunction* filed by the *Plaintiff/Respondent*, *Smt. Leela Wati*, **has been decreed** in her favour, by the learned District Judge.

2. *The Plaintiff had filed a Suit bearing Civil Suit No. 560/2019 for Declaration, Possession, Mandatory and Permanent Injunction against the Defendants.*

3. The **brief facts** as narrated in the *Plaint*, are that the father of the Plaintiff, *Sh. Hukum Singh* had three brothers namely, *Sh. Ram Rattan*, *Sh. Mahaveer Singh (Defendant No. 1)*, and *Sh. Dharam Singh*. *Sh. Ram Rattan* had purchased a property bearing Khasra No. 2773/1400, admeasuring 150 sq. yards, situated at Village Karkardooma Colony, known as Arya Nagar, Delhi-110092, *vide* transfer titled documents from one *Sh. Sita Ram*. It was claimed that out of love and affection, *Sh. Ram Rattan* decided to give a share of the aforesaid land to the father of the Plaintiff, *Sh. Hukum Singh* as well as Defendant No. 1 respectively.

4. Subsequently, *Sh. Hukum Singh, father of the Plaintiff purchased property* bearing Khasra No. 2773/1400, admeasuring 25 sq. yards, situated at Village Karkardooma Colony, known as Arya Nagar, Delhi-110092 (*hereinafter referred to as "suit property"*) from *Sh. Ram Rattan*, for a consideration of Rs.3,000/- *vide* Agreement to Sell dated **26.05.1984**.

5. *Sh. Ram Rattan* also gave 50 sq. yards of the said property, to Defendant No.1.



2026:DHC:6525



6. It was claimed that after transferring the suit property in his name, the father of the Plaintiff started residing in it. On **22.07.2006**, *Sh. Hukum Singh*, expired without leaving any title transfer documents pertaining to the suit property, in the name of the Plaintiff.

7. Thereafter, the Plaintiff started residing peacefully in the suit property. It was further claimed that the Defendants started raising illegal construction and threatened that they would dispossess the Plaintiff from the suit property. Consequently, the Plaintiff filed two Complaints dated **05.06.2018** and **21.06.2018** against the Defendants, however, till date no action has been taken against them.

8. *The Plaintiff filed the present Suit for Declaration, Possession, Mandatory and Permanent Injunction against the Defendants.*

9. The **Defendant Nos. 1 to 3**, in their joint **Written Statement** took the *preliminary objection* that the present Suit did not disclose any *cause of action* and was liable to be rejected under Order VII Rule 11 of the CPC. It was asserted that the Plaintiff had *suppressed material facts* and a *concocted story* had been presented in the Plaint, with an ulterior motive to harass and humiliate the Defendants. It was further asserted that Suit filed by the Plaintiff was *undervalued*, as she had not deposited the requisite Court Fees.

10. On merits, the Defendants denied that the original documents of the suit property, as alleged by the Plaintiff, had been misplaced or stolen. It was claimed that since no documents *qua* the suit property had ever been executed in favour of the Plaintiff, there was no question of they being misplaced or stolen.



11. The Defendants admitted that the suit property had been purchased by the father of the Plaintiff, *Sh. Hukum Singh* from *Sh. Ram Rattan*, vide Agreement to Sell dated 26.05.1984. However, it was claimed that there was a Settlement dated **08.11.1992** executed between *Sh. Hukum Singh* and Defendant No. 1, wherein it was agreed that after the demise of the Plaintiff's parents, Defendant No. 1 shall become the exclusive owner of the suit property. It was further agreed that Defendant No. 1 shall look after and take care of the daughters of *Sh. Hukum Singh*. It was asserted that the said Settlement had been executed in the presence of seven witnesses, who had duly signed the same.

12. It was claimed that after the demise of the Plaintiff's parents, Defendant No. 1, *in terms of the Settlement dated 08.11.1992, had performed their last rites*. It was further claimed that, in terms of the aforesaid settlement, Defendant No. 1 became the absolute owner of the suit property and has been in possession of the same in the capacity of an owner.

13. It was asserted that the *Plaintiff, who is daughter of Hukum Singh, never resided in the suit property*. However, due to her ill desire, she started demanding a share in the suit property, despite being aware that she had no share in it. It was denied that the Defendants started raising illegal construction over the suit property or created any hinderance or obstruction over the suit property.

14. It was thus, asserted that the *Defendants are in settled possession of the suit property* since many years and there is no question of forging or



fabricating any document, in order to sell the Suit Property. *It was thus, prayed that the Suit filed by the Plaintiff, be dismissed.*

15. The **Plaintiff**, in her **Replication**, reaffirmed the assertions as made in the Plaint and denied the averments made by the Defendants in their Written Statement.

16. The **learned District Judge framed the following issues on 11.05.2022:**

1. *Whether after demise of parents of plaintiff, defendant no. 1 became the absolute owner of the suit property as per settlement dated 08.11.1992? OPD-1 to 3*
2. *Whether the plaintiff is entitled for decree of declaration as prayed for? OPP*
3. *Whether the plaintiff is entitled for decree of possession as prayed for? OPP*
4. *Whether the plaintiff is entitled for decree of permanent injunction as prayed for in para no. c of prayer clause? OPP*
5. *Whether the plaintiff is entitled for decree of mandatory injunction as prayed for in para no. d of prayer clause? OPP*
6. *Relief.*

17. The Plaintiff, *Smt. Leela Wati*, examined herself as **PW-1** and reiterated the assertions made in the Plaint. She relied upon the Site Plan, the documents dated 26.05.1984 relating to the Suit Property, the registered



Relinquishment Deed dated 16.02.2009 and the other documents produced by her in evidence Ex. PW1/A to Ex. PW1/E.

18. PW-2, Sh. Lalit Kumar, the husband of the Plaintiff, supported her case and relied upon the documents pertaining to his residence and occupation of the Suit Property, including the No-Objection Certificate and the Affidavits executed by Sh. Hukum Singh Ex. PW2/A to Ex. PW2/K.

19. PW-3, Smt. Poonam Rani, the sister of the Plaintiff, corroborated her testimony and proved that she and her sister had relinquished their respective shares in the suit property, in favour of the Plaintiff vide registered Relinquishment Deed dated 16.02.2009.

20. Defendant No.2, Sh. Mangal Singh, examined himself as **DW-1** and deposed on the lines of the defense taken in the Written Statement. He relied principally upon the copy of the Settlement/Agreement dated 08.11.1992, marked as Mark-A, and the other documents Ex. DW1/1 to Ex. DW1/5 pertaining to the possession and residence of the Defendants.

21. DW-4, Sh. Rajpal, and DW-5, Sh. Bhoopender Singh, deposed that Sh. Hukum Singh had been residing in the old construction existing over the suit property and that Defendant No.2 had demolished the said structure and raised a new construction thereon. They also deposed that the family obligations towards the daughters of Sh. Hukum Singh and his last rites, had been performed by the Defendants.

22. DW-6, Sh. Pooran Singh, deposed that he had scribed the Settlement/Agreement dated 08.11.1992 in the presence of Sh. Hukum Singh, Defendant No.1 and the other witnesses.



2026:DHC:6525



23. Defendant No.1, Sh. Mahavir Singh, who was stated to be the beneficiary under the Settlement/Agreement dated 08.11.1992, did not enter the witness box. Defendant No.3, Sh. Prashant, also did not tender his evidence.

24. The **learned District Judge** after appreciating the rival contentions of the parties, observed that the *Defendants had failed to prove the Settlement dated 08.11.1992 which had allegedly been executed between the father of the Plaintiff, Sh. Hukum Singh and Defendant No. 1.*

25. It was further observed that the Plaintiff had relied on the GPA and Agreement to Sell dated 26.05.1984 to show that the suit property had been purchased by her father, Sh. Hukum Singh. The Plaintiff further relied on a Relinquishment Deed dated **16.02.2009 Ex. PW1/B**, to prove that after the demise of their parents, the sisters of the Plaintiff, had relinquished their share in the suit property, in her favour. ***The learned District Judge thus, observed that the Plaintiff was the exclusive owner of the suit property.***

26. It was held that though the Settlement dated 08.11.1992 executed between the father of the Plaintiff Sh. Hukum Singh and Defendant No. 1, had put the Defendants in possession of the suit property, however, they had no right to continue in possession merely on the basis of the aforesaid Settlement.

27. The Suit of the Plaintiff for Declaration and Possession was decreed, accordingly.

28. Aggrieved by the Judgment and Decree dated 09.01.2026, the Defendants have preferred the **present Regular First Appeal** under Section 96 read with Order XLI Rule 1 of the CPC.



2026:DHC:6525



29. The ***grounds of challenge*** are that the pleadings and documents filed by the parties, have not been rightly appreciated. *The Decree of Declaration and Possession* had been granted, without proper proof and verification of the identity, location and boundaries of the suit property, as no authorized Site Plain was filed, during the pendency of the present Suit.

30. The Plaintiff has been erroneously declared *to be the exclusive and absolute owner of the suit property on the basis of GPA and Agreement to Sell dated 26.05.1984*, which do not constitute as documents of conveyance.

31. It was asserted that *Section 54 of the Transfer of Property Act, 1882* explicitly provides that transfer of ownership in an immovable property whose value exceeds Rs.100/-, can be made only through a registered document. In the present case, it has been overlooked that the possession of the Plaintiff was never proved and she had never resided in the suit property, despite which a Decree of Possession had been passed in her favour.

32. Reliance is placed on *Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana*, (2021) 1 SCC 656 to claim that GPA, Agreement to Sell etc., do not create any title or ownership in the suit property. The Declaration of ownership is, therefore, legally unsustainable and contrary to the statutory mandate and binding precedents.

33. It was further asserted that the secondary evidence in terms of Section 60 of the Bharatiya Sakshya Adhiniyam, 2023, can be admitted only on complete and strict satisfaction of foundational requirements including proof of existence, execution and loss of original document. *Merely filing*



2026:DHC:6525



of NCR alleging loss of original documents, does not automatically entitle a party to lead secondary evidence without proving due execution.

34. The learned District Judge completely discarded the Settlement dated 08.11.1992 executed between the father of the Plaintiff, Sh. Hukum Singh and Defendant No. 1, on the ground that the original of the said document was not produced and no consideration regarding the suit property, was mentioned in the Settlement.

35. The ***learned counsel for the Respondent*** submitted that the learned District Judge had rightly decreed the present Suit in favour of the Plaintiff *vide* Judgment and Decree dated 09.01.2026.

36. The Defendants in their Written Statement had themselves admitted that the father of the Plaintiff, Sh. Hukum Singh became the owner of the suit property *vide* Agreement to Sell, GPA, etc., all dated 26.05.1984. It was asserted that the Plaintiff has been in possession of the suit property from 1984 to 2017.

37. He further submitted that the Defendants had neither produced the original of the alleged Settlement dated 08.11.1992 executed between the father of the Plaintiff, *Sh. Hukum Singh* and Defendant No. 1, nor was the said document proved during the course of trial. It was thus, prayed that the present Appeal be dismissed.

Submissions Heard and Record Perused.

38. The Respondent/Plaintiff through the present Suit had sought a Decree of Declaration, Possession, Mandatory and Permanent Injunction against the Appellants/Defendants.



39. The rival contentions of the parties give rise to the following questions for consideration:

(I) *Whether the Defendants have proved the Settlement dated 08.11.1992 so as to defeat the claim of the Plaintiff;*

(II) *Whether the Plaintiff has established her title to the suit property; and*

(III) *Whether the Plaintiff is entitled to a Decree of Declaration, Possession, Permanent Injunction and Mandatory Injunction.*

I. Whether the Defendants have proved the Settlement dated 08.11.1992 so as to defeat the claim of the Plaintiff:

40. The principal defense of the Defendants is founded upon the ***Settlement dated 08.11.1992***, stated to have been executed between Late Sh. Hukum Singh, the father of the Plaintiff, and Defendant No.1, Sh. Mahavir Singh. According to the Defendants, it was agreed that after the demise of Late Sh. Hukum Singh and his wife, Defendant No.1 would become the absolute owner of the suit property and, in consideration thereof, would look after their daughters and perform the customary family obligations. The burden to prove the said Settlement squarely lay upon the Appellants/Defendants.

41. Admittedly, the original Settlement was not produced in evidence and only its photocopy was placed on record as Mark-A. Though it was asserted in the Affidavit of DW-1 that the original document was in the possession of the Plaintiff, no Notice was given to her to produce the same



or any other material in support of the said assertion was proved on record. Neither was any complaint regarding the alleged loss nor removal of the original document, was produced.

42. *Defendant No.2, Sh. Mangal Singh, as DW-1, reiterated the defense taken in the Written Statement. However, in his cross-examination dated 15.10.2024, he admitted that **Settlement Mark-A had not been prepared in his presence.** He, therefore, had no personal knowledge of the execution of the Settlement.*

43. Significantly, *Defendant No.1, Sh. Mahavir Singh, who was a party and the beneficiary under the purported Settlement, did not enter the witness box. The execution of the document, the circumstances in which it came to be executed and the fulfilment of the obligations recorded therein, were facts within his special knowledge. His non-examination, therefore, assumes significance.*

44. The Appellants examined **DW-6, Sh. Puran Singh**, the scribe of the document. He deposed that the Settlement had been written by him in the presence of Late Sh. Hukum Singh, Defendant No.1 and the other witnesses. However, in his cross-examination dated 17.07.2025, **DW-6** deposed that *"I do not remember who approached me to write on agreement dated 08.11.1992. I do not remember that for what purpose I wrote this document. I do not have any personal knowledge about this document."*

45. It is difficult to fathom how a scribe, who claims to have written a document, has no recollection of who engaged him, for what purpose the



document was written, or what its contents were. The testimony of **DW-6**, far from proving the Settlement, further undermines the defense case.

46. DW-4, Sh. Rajpal, and DW-5, Sh. Bhoopender Singh, sought to support the defense that the obligations towards the daughters of Late Sh. Hukum Singh had been performed by the Defendants. However, neither of them was a witness to the execution of the Settlement.

47. DW-4, Sh. Rajpal, son of *Sh. Ram Rattan*, deposed that the defendants had performed their obligations as agreed with the father of the Respondent/Plaintiff. However, in his cross-examination, DW-4 admitted that *"the suit property has been purchased by the defendant no.1/Mahavir Singh and thereafter, 25 sq. yards has been transferred to the plaintiff's father/Sh. Hukum Singh"* and that *"It is correct that the father of the plaintiff namely Sh. Hukum Singh was residing in the old construction of the suit property."* DW-4 did not prove the Settlement or its execution.

48. DW-5, Sh. Bhoopender Singh, a neighbour of Defendant No. 2, deposed that the defendants had performed the last rites of the father of the Plaintiff. However, in his cross-examination, **DW-5** admitted that he *"was not present in the marriage of plaintiff/Leelawati, which was around 22 years back."* He further admitted that *"It is correct that 50 sq. yards property belongs to defendant no.2 and 25 sq. yards property belongs to father of the plaintiff"* and that *"It is correct that the defendant no.2/Sh. Mangal Singh has demolished the old construction of the suit property and constructed a new building."* The testimony of DW-5 not only fails to prove the Settlement;**on the contrary, reinforces the ownership of Lt. Sh. Hukum Singh over the suit property.**



49. Even if the testimony of DW-4 and DW-5 regarding the performance of the aforesaid family obligations is accepted, the same would, at best, establish that the Defendants had participated in and performed certain customary family obligations. More importantly, *the performance of certain customary family obligations, by itself, could not establish the execution and legal efficacy of the Settlement dated 08.11.1992*, nor results in transfer of title in the Suit Property in favour of Defendant No.1.

50. In view of the foregoing, the learned District Judge rightly held that the Appellants/Defendants failed to prove the Settlement dated 08.11.1992. The original was not produced, the principal party (*Defendant No. 1*) did not depose, DW-1 admitted the document was not prepared in his presence, and the scribe DW-6 had no recollection of its purpose or contents.

51. *The finding of the learned District Judge on Issue No. 1, is accordingly, affirmed.*

II. Whether the Plaintiff has established her title over the Suit Property:

52. The Plaintiff claims title over the Suit Property through her father, *Late Sh. Hukum Singh*, who had acquired the 25 sq. yards comprising the suit property from his brother, *Sh. Ram Rattan*, vide Agreement to Sell, General Power of Attorney and Receipt, all dated 26.05.1984 for a consideration of Rs. 3,000/-. She further relies upon the registered Relinquishment Deed dated 16.02.2009, Ex.PW-1/B, executed in her favour by her sisters, *Smt. Veerwati* and *PW-3, Smt. Poonam Rani*.

53. The principal ground of challenge raised by the Defendants is that the Agreement to Sell, General Power of Attorney and Receipt, all dated 26.05.1984, do not constitute documents of conveyance, and that in view of



2026:DHC:6525



Section 54 of the Transfer of Property Act, 1882, and the law laid down by the Supreme Court in Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana, (2012) 1 SCC 656, the said documents cannot create any title or ownership in favour of *Lt. Sh. Hukum Singh*, and consequently, in favour of the Plaintiff.

54. However, the ownership of Late Sh. Hukum Singh over the suit property was never in dispute between the parties. In the Written Statement, the Defendants themselves admitted that *"the father of the plaintiff has purchased the said property to the said Ram Rattan on 26.05.1984 for a sum of Rs. 3000/-."*

55. The said admission is further reinforced by the testimony of DW-1, Sh. Mangal Singh, who deposed in his cross-examination that *"Sh. Hukum Singh is the owner of 25 sq. yards."* DW-1 further admitted that *"it is correct that in the year 2017, the defendants have demolished the old structure of plaintiff's father house Sh. Hukum Singh and constructed new structure over the suit property."* The reference to the old structure as *"plaintiff's father house"* is a further acknowledgment by DW-1 that the suit property and the construction thereon, belonged to Lt. Sh. Hukum Singh.

56. DW-4, Sh. Rajpal, also admitted that the 25 sq. yards had been transferred to Late Sh. Hukum Singh and that he had been residing in the old construction existing over the suit property. Likewise, DW-5, Sh. Bhoopender Singh, admitted that the 25 sq. yards belonged to the father of the Plaintiff and that one room had been constructed thereon.

57. More significantly, the entire defense of the Appellants is founded upon the Settlement dated 08.11.1992, under which Defendant No.1 claims



to have subsequently acquired the suit property from Late Sh. Hukum Singh. *The said defense necessarily proceeds on the admitted premise that Late Sh. Hukum Singh was the owner of the suit property and was competent to deal with it.*

58. The Defendants, having traced their own claim through Late Sh. Hukum Singh and having admitted his ownership both in their pleadings and through their witnesses, cannot simultaneously dispute his title on the ground that the documents through which he acquired the suit property do not constitute valid instruments of conveyance. The reliance placed on Suraj Lamp (supra) is, therefore, wholly misplaced.

59. As already observed, the Defendants have failed to prove that Late Sh. Hukum Singh had transferred or otherwise divested himself of his ownership, under the Settlement dated 08.11.1992. Consequently, his right in the suit property continued to subsist and upon the demise of Late Sh. Hukum Singh and his wife, devolved upon their daughters.

60. The Plaintiff has relied upon the registered Relinquishment Deed dated 16.02.2009, Ex.PW-1/B, whereby her sisters, Smt. Veerwati and PW-3, Smt. Poonam Rani, relinquished their respective shares in the Suit Property in her favour. *PW-3, being one of the executants, supported and proved the execution of the said Relinquishment Deed.*

61. It is also pertinent to note that when Ex. PW-1/B was shown to **DW-1, Sh. Mangal Singh, during his cross-examination, he admitted his signature thereon at Point-A.** DW-1 is the son of Defendant No. 1 and is the principal witness for the Defendants. His signature on the Relinquishment Deed establishes that the Defendants were aware of and



present at the execution of the said Relinquishment Deed. *The Defendants, having witnessed the relinquishment of the suit property in favour of the Plaintiff, cannot, in the same breath, dispute her title flowing therefrom.*

62. The fact that the Respondent/Plaintiff had not been permanently residing in the suit property after her marriage, does not defeat her title. Ownership of immovable property is not lost merely because the owner resides elsewhere. On the contrary, the Defendants have admitted that the old structure of Late Sh. Hukum Singh was demolished by them and a new construction was raised over the suit property.

63. The electricity bills, water bills, ration cards and other documents relied upon by the Appellants/Defendants may, at best, evidence their occupation of the suit property, but do not create any right, title or interest in their favour.

64. The Supreme Court in Nair Service Society Ltd. v. K.C. Alexander, AIR 1968 SC 1165, has held that a person in possession of land in the assumed character of owner and exercising peaceably the ordinary rights of ownership, has a perfectly good title against the entire world ***except the rightful owner***. *Where the rightful owner comes forward and asserts his title by process of law, the possessory claim of the occupant must yield.*

65. In Rame Gowda v. M. Varadappa Naidu, (2004) 1 SCC 769, a three-Judge Bench of the Supreme Court held that where a trespasser is in settled possession of property belonging to the rightful owner, the rightful owner shall have to take recourse to law and cannot take the law into his own hands. However, the protection extended to settled possession is against forcible dispossession; *it does not confer any substantive right upon the*



person in possession as against the rightful owner who seeks recovery through due process of law.

66. Similar observations were made by the Supreme Court in Poona Ram v. Moti Ram, (2019) 11 SCC 309, wherein it was held that legal remedies appointed for the protection of possession, even as against ownership, are called possessory, while those available for the protection of ownership itself are distinguished as proprietary. *It was further held that in order to claim possessory title, the claimant must show that he has a better title than the other party.*

67. In the present case, the Plaintiff has established her proprietary title over the suit property, flowing from the admitted ownership of her father Lt. Sh. Hukum Singh and the registered Relinquishment Deed dated 16.02.2009, Ex. PW1/B. The Defendants, on the other hand, have failed to establish any right, title or interest. Their possession, howsoever long, cannot defeat the title of the Plaintiff, who has sought recovery through the due process of law, i.e. the present Suit. *The Appellants/Defendants cannot invoke the doctrine of settled possession as a shield against a Suit instituted by the rightful owner.*

III. Whether the Respondent/Plaintiff is entitled to Possession and Permanent Injunction:

68. Insofar as the relief of Possession is concerned, PW-1, Smt. Leela Wati, admitted in her cross-examination dated 22.02.2023 that after her marriage, she had not permanently resided in the suit property, though she continued to visit the same.



69. The mere fact that the Plaintiff was not in physical occupation of the suit property after her marriage, however, does not defeat her claim for Possession. Once her title over the suit property stands established, she is entitled to recover its possession from the Defendants, who have failed to establish any better right, title or interest therein.

70. The aforesaid position is also borne out from the Report of the Local Commissioner, who had been appointed *vide* Order dated 23.09.2019 to inspect the suit property and ascertain the extent of construction thereon. Upon inspection, the Local Commissioner found the suit property to comprise the ground, first and second floors, which were in an unfinished condition and were occupied by the Defendants.

71. It was further recorded that the construction was new, though no construction activity was being carried out and no building material was lying at the site on the date of inspection. The persons present at the spot also informed the Local Commissioner that the construction had been completed about 15-20 days prior to the inspection.

72. The evidence led by the Defendants themselves establishes that the old construction existing over the suit property had been demolished and a new structure raised thereon. *DW-1, Sh. Mangal Singh*, admitted in his cross-examination that in the year 2017, the Defendants had demolished the old structure of the house of Late Sh. Hukum Singh and had raised a new construction over the suit property.

73. *DW-4, Sh. Rajpal*, similarly admitted that Defendant No.2 had demolished the old construction and raised a new building over the Suit Property. *DW-5, Sh. Bhoopender Singh*, also admitted that the old



construction had been demolished by Defendant No.2 and a new building had been constructed thereon.

74. The Defendants, having failed to prove the Settlement dated 08.11.1992, have no legal basis to remain in possession of the suit property. Their possession, cannot ripen into ownership, in the absence of any valid instrument of transfer. **The Plaintiff, having established her title, is entitled to recover possession of the suit property from the Defendants.**

75. As regards the relief of **Permanent Injunction**, the learned District Judge has rightly restrained the Defendants from creating any third-party interest and from raising any further construction in the suit property. The Plaintiff, being the owner, is entitled to the said protection.

76. The relief of Mandatory Injunction in respect of the articles stated to be lying in the suit property, was declined by the learned Trial Court for want of evidence. The Plaintiff having not assailed the said finding, the same has attained finality.

Conclusion:

77. In view of the foregoing discussion, this Court finds no infirmity in the Judgment and Decree dated 09.01.2026.

78. The learned Trial Court has rightly decreed the Suit of the Plaintiff for Declaration, Possession and Permanent Injunction, and rightly declined the relief of Mandatory Injunction.

79. ***The present Regular First Appeal is, accordingly, dismissed and the impugned Judgment and Decree dated 09.01.2026 passed in Civil Suit No.560/2019, is hereby, affirmed.*** The Appellants/Defendants are granted



2026:DHC:6525



three months from the date of this Judgment, to hand over peaceful and vacant possession of the suit property to the Respondent/Plaintiff.

80. Pending Application(s), if any, are disposed of.

(NEENA BANSAL KRISHNA)

JUDGE

AUGUST 11, 2026/N