



2026:DHC:7627



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

%

Reserved on: 31st August, 2026

Pronounced on: 08th September, 2026

Uploaded on: 08th September, 2026

CNR No. DLHC010321532026

+ **RFA 704/2026, CM APPL. 46665/2026, CM APPL. 46666/2026,
CM APPL. 46667/2026, CM APPL. 46668/2026**

1. AMAR BAHADUR SINGH

S/o Sh. Ram Dulare Singh,
K-93A, Gali No. 52,
Shahadatpur Extension
Karawal Nagar
Delhi- 110094

.....Appellant No. 1

2. SITARA DEVI

W/o Sh. Amar Bahadur Singh,
K-93A, Gali No. 52
Shahadatpur Extension
Karawal Nagar
Delhi- 110094

.....Appellant No. 2

Through: Mr. Amit Verma, Advocate.

versus

RAM PATI DEVI

W/o Sh. Ram Dulare Singh
R/o K-93A, Gali No. 52
Shahadatpur Extension
Karawal Nagar
Delhi-110094

Permanent Address:
Village Sujakhar (Dewan Ganj)



P.O. Beni Madhav Nagar
P.S. Sangipur
Tehsil Lalganj Ajhgara
District Pratapgarh (U.P.)

..... Respondent

Through: Mr. A.K. Pandey and Ms. Akanksha
Pandey, 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 has been preferred by the Appellants/Defendants, against the Judgment and Decree dated 09.02.2026, whereby the Suit bearing CS No.58/2016, filed by the Respondent/Plaintiff, Smt. Ram Pati Devi, for Possession and Permanent Injunction in respect of property bearing No. K-93A, Gali No.52, Khasra No.27/23/2, Shahadatpur Extension, Karawal Nagar, Delhi-110094 (hereinafter referred to as the “suit property”), has been decreed by the learned District Judge.

2. The facts in brief are that the Plaintiff, Smt. Ram Pati Devi, is the mother of Defendant No.1, Sh. Amar Bahadur Singh, while Defendant No.2, Smt. Sitara Devi, is his wife and the daughter-in-law of the Plaintiff.

3. The case of the Plaintiff was that her husband, Late Sh. Ram Dulare Singh, was employed with MTNL and from his hard-earned savings, had purchased the suit property in her name, on the basis of the *General Power of Attorney, Agreement to Sell, Will and Receipt, all dated 01.11.1996,*



from one **Sh. Umed Singh Rawat**.

4. The Defendant No.1, and Defendant No.2, being her son and daughter-in-law, had been permitted to reside in a portion of the suit property purely on account of their family relationship and had no independent right, title or interest therein. According to her, she was residing on the Ground Floor of the suit property comprising of **one room, kitchen and one shop**, while **one room on the Ground Floor and one room and kitchen on the First Floor**, were in possession of the Defendants, as shown in red colour in the Site Plan. *Though the Defendants were no longer actually residing in the suit property, they had continued to retain their locks over the aforesaid portions.*

5. The Plaintiff claimed that owing to their **harassment and conduct**, she had severed all relations with them and had asked them to vacate the suit property in their possession. However, the Defendants allegedly failed to do so and continued to interfere with the peaceful use and enjoyment of the suit property by the Plaintiff and her husband.

6. Defendant No.1, in collusion with Defendant No.2, subsequently prepared **forged and fabricated documents dated 12.01.2003**, purporting to transfer the suit property in his favour, for a **consideration of Rs.1,50,000/-**.

7. It was asserted that Defendant No.1 was **financially dependent upon the Plaintiff and her husband** and was not in a position to pay the aforesaid consideration, at the relevant time. It was also specifically pleaded that **12.01.2003 was a Sunday**, which according to the Plaintiff, further demonstrated that the documents relied upon by Defendant No.1, were false and fabricated.

8. The Plaintiff further alleged that Defendant No.1 had **taken a signed**



cheque belonging to her husband and on 02.07.2013, had gotten an amount of Rs.50,000/- transferred from the Account of her husband, **into his own Account.**

9. On account of the disputes between the parties, the Plaintiff filed a **Complaint to Police Station Khajuri Khas in August, 2013.** She also filed a written **Complaint dated 04.10.2013 to BSES Yamuna Power Limited,** in regard to the electricity connection sought by Defendant No.1, in respect of the suit property.

10. In the meanwhile, Defendant No.1 had **instituted Civil Suit No.219/2013** against the Plaintiff, which was eventually disposed of as satisfied, *vide* Order dated 18.11.2015.

11. Although in the said Suit, while deciding the **Application under Order XXXIX Rules 1 and 2 read with Section 151 CPC,** the Learned Civil Judge observed in the **Order dated 02.12.2013** that the documents relied upon by Defendant No.1, allegedly executed in the year 2003, **were unregistered and his claim of purchase of the suit property, was prima facie hit by Section 17(1A) of the Registration Act, 1908.** Therefore, his claim to ownership was held to be *under serious doubt and the Injunction sought against creation of third-party rights, was declined.*

12. The Plaintiff also asserted that she had filed a **Complaint under Section 200 Cr.P.C. against Defendant No.1** and **FIR No.568/2014** had been registered against the Defendants on **06.06.2014,** at Police Station Khajuri Khas. She further relied upon another **Complaint dated 04.12.2014,** made by her against the Defendants, before Police Station Khajuri Khas.

13. **Consequently, on 25.01.2016,** the Plaintiff instituted the *present Suit seeking Possession of the suit property and Permanent Injunction for*



restraining the defendants from causing interference in the peaceful enjoyment of the suit property by the Plaintiff and her family members.

14. **The Defendants in their Written Statement**, asserted that Defendant No.1 had started earning at an early age and had been working as an **Electrician, since the year 1991-92**, from which he was earning a handsome income.

15. According to Defendant No.1, when the suit property was purchased in the year **1996-97**, his father was employed with MTNL, but *was not financially capable of purchasing the property from his salary*. His father, therefore, asked Defendant No.1 to contribute **Rs.1,50,000/-**, which was paid by him towards the purchase of the suit property, which was registered in the name of the Plaintiff, being his mother. At the time of purchase, the suit property was only a **piece of land and no room had been constructed thereon**. Thereafter, in the year **1997**, construction was raised for residential purposes, towards which Defendant No.1 claimed to have further contributed **Rs.60,000/-**, and thus, claimed themselves to be joint owners of the suit property.

16. It was further asserted that the entire family had initially been residing jointly and amicably in the suit property and that Defendant No.1 had been regularly contributing towards the family expenses.

17. According to the Defendants, **Sh. Samar Bahadur Singh**, the younger son of the Plaintiff and younger brother of Defendant No.1, had married the sister of Defendant No.2, however, the said marriage subsequently broke down on account of matrimonial differences. It was alleged that following the breakdown of the said marriage, relations between the parties also became strained and the Plaintiff, under the influence of her



younger son, developed ill-will towards the Defendants and sought to deprive them of their share in the family properties.

18. In regard to **Civil Suit No.219/2013**, the Defendants relied upon the Order dated **18.11.2015** and asserted that it had been recorded that they could not be dispossessed from the suit property, except by **due process of law**, whereafter the said Suit was disposed of as satisfied.

19. The allegations of *cheating, fabrication of documents, theft of the cheque and harassment*, were denied. The Defendants stated that they had been residing in approximately half portion thereof, in their **own right and not merely at the permission of the Plaintiff**.

20. The Plaintiff filed her **Replication** wherein the assertions made in the Written Statement were denied and the averments contained in the Plaint were reiterated.

21. On completion of pleadings, **the following Issues** were framed on **08.05.2023**:

“(i) Whether the plaintiff is entitled to decree of permanent injunction in her favour and against the defendants, as prayed for? OPP

(ii) Whether the plaintiff is entitled to decree of possession in her favour and against the defendants, as prayed for? OPP

(iii) Whether the suit is properly valued? OPD

(iv) Relief.”

22. The Plaintiff examined herself as **PW-1** and tendered her evidence by way of Affidavit **Ex.PW-1/1**. She relied upon, the Site Plan of the Suit Property as **Ex.PW-1/A**; General Power of Attorney dated 01.11.1996 as **Ex.PW-1/B**; Agreement to Sell dated 01.11.1996 as **Ex.PW-1/C**; Will dated 01.11.1996 as **Ex.PW-1/D**; Receipt dated 01.11.1996 as **Ex.PW-1/E**; Police



Complaint dated 12.08.2013 as **Mark-A**; and Copy of the cheque of Rs.50,000/- given to Defendant No.1 as **Mark-B**.

23. *In defence, Defendant No.1, Sh. Amar Bahadur Singh, examined himself as DW-1 and tendered his evidence by way of Affidavit Ex.DW-1/A.*

24. **The learned District Judge** observed that the burden was upon the Plaintiff to *establish her entitlement to the reliefs claimed. The GPA itself recorded delivery of vacant possession of the suit property to the Plaintiff,* thereby establishing that plaintiff had been put in possession, pursuant to the sale transaction. The **Receipt dated 01.11.1996**, reflected receiving of an amount of **Rs.35,000/- from the Plaintiff, Smt. Ram Pati Devi**, in respect of the suit property. Further, **DW-1 admitted in his cross-examination that the suit property was in the name of his mother, and he had not disputed the documents relied upon by the Plaintiff** as being forged,

25. The only claim of Defendant No.1 for joint ownership, was essentially on the basis of his alleged financial contribution of **Rs.1,50,000/- towards purchase of the suit property and a further sum of Rs.60,000/- towards its construction.**

26. The learned District Judge observed that the said assertion was not supported by any **receipt, Bank transfer, cheque, acknowledgment or other documentary evidence.** His name also did not find mention in the GPA, Agreement to Sell, Will or any of the documents pertaining to the purchase of the suit property. It was, therefore, concluded that ***the plea of Defendant No.1 regarding his financial contribution,*** remained a bald assertion, which had not been proved by sufficient evidence.

27. **The learned District Judge** therefore, concluded that the legal effect



of the unregistered GPA, Agreement to Sell and Will relied upon by the Plaintiff, do not convey title or constitute a completed transfer of immovable property, though they may be relied upon for the limited purposes recognised in law.

28. It was held that though the Plaintiff did not have a **perfect title** to the suit property, in terms of *Suraj Lamp & Industries (P) Ltd. v. State of Haryana*, the documents produced by her were sufficient to establish her possession under **Section 53A of the Transfer of Property Act, 1882**.

29. However, having regard to their relationship as the son and daughter-in-law of the Plaintiff, their occupation of the suit property was only **permissive in nature**.

30. Consequently, *vide* the impugned Judgment and Decree dated **09.02.2026**, the **Suit of the plaintiff was decreed for Possession and Permanent Injunction**.

31. Aggrieved by the aforesaid Judgment and Decree, **the Defendants have preferred the present Appeal**.

32. The **principal grounds of challenge** are that the **GPA, Agreement to Sell, Will and Receipt** relied upon by the Plaintiff did not confer title, and the Suit for Possession, could not have decreed. The Plaintiff was required to establish her own lawful entitlement to possession and could not succeed merely on the weakness of the defence. The reliance upon **Section 53A of the Transfer of Property Act, 1882** is also assailed, as being without any factual foundation.

33. It is further contended that the Defendant No.1 that he had contributed **Rs.1,50,000/- towards the purchase of the suit property and Rs.60,000/- towards its construction**, thereby acquiring an alleged beneficial and



equitable interest therein, which has not been appreciated.

34. The Appellants have also asserted that their occupation was not merely permissive. There was no material establishing any licensor-licensee relationship and that they had remained in **long, continuous and settled possession** of the suit property, as members of the family. Reliance has also been placed upon their **Aadhaar Cards, photographs and other documents** in support of such possession.

35. It is further asserted that, even if their occupation were treated as permissive, **no Notice terminating such permission or licence had been issued or proved**, and therefore, a Decree of Possession could not have been granted.

36. It is lastly contended that the learned District Judge wrongly shifted the burden upon the Defendants.

37. The Impugned Judgment is, therefore, asserted to be contrary to the facts and law and liable to be set aside.

Submissions heard and record perused

38. Admittedly, the Appellants are the son and daughter-in-law of the Respondent. It is also categorically admitted in the cross-examination by defendant No.1 that the suit property was purchased by the father, in the name of the mother/Respondent on the basis of Agreement to sell, etc. dated **01.11.1996**.

39. The principal challenge of the Appellants is that once the learned District Judge observed that the **GPA, Agreement to Sell, Will and Receipt dated 01.11.1996** did not constitute documents of title, a Decree of Possession could not have been passed in favour of the Plaintiff.



40. Undoubtedly, in *Suraj Lamp & Industries (P) Ltd (supra)*, it has been held that an Agreement to Sell/GPA/Will transaction does not, by itself, convey absolute title in an immovable property.

41. However, here is a case where the Defendants is claiming his title in the suit property through the Plaintiff. Once the Defendant himself is recognizing the rights of the Plaintiff, he cannot rely on *Suraj Lamp and Industries Pvt. Ltd (supra)* to assert that the sale documents through which his father purchased the property, **do not confer absolute right, title on the Plaintiff.**

42. The question is not of title of the father vis-à-vis the entire world, but the rights *inter se* the Plaintiff and Defendant. **This contention is, therefore, not tenable and the reliance upon *Suraj Lamp & Industries (P) Ltd. (supra)*, does not advance the case of the Appellants.**

43. The Appellants have also contended that the suit property has been purchased by the father in the name of the Plaintiff, his wife, **who had no independent source of income.** However, this contention is **completely misplaced** as it was never the case of the Plaintiff of having paid the sale consideration from her own earnings. Her consistent case was that her husband was employed with **MTNL**, who had purchased the property from his earnings, in her name. Significantly, **Defendant No.1** has also admitted the employment of his father with MTNL.

44. Furthermore, reference may also be made to **Section 2(9)(A) of the Prohibition of Benami Property Transactions Act, 1988.** While the provision defines a *benami transaction*, **exception clause (iii)** specifically excludes a property held by an individual **in the name of his spouse or child, where the consideration has been provided or paid out of the**



known sources of such individual. Thus, merely because the consideration for a property standing in the name of the wife was paid by her husband would not, by itself, render the transaction *benami*. Merely because the sale consideration was paid by the husband, ***would not create a right of the son/Defendant No. 1, in the suit property.***

45. Further the Appellants are claiming the rights in the suit property by asserting that Defendant No. 1 had made financial contribution of **Rs.1,50,000/-** towards its purchase and **Rs. Rs.60,000/-**, towards the construction.

46. However, his own cross-examination completely undermines the said plea, wherein he stated that the alleged payment of Rs.1,50,000/- had been made ***“perhaps on 04/05.11.1997”***. The relevant portion of the same is reproduced herein:

*“The payment of aforesaid amount was **made perhaps on 04/05.11.1997**. It is wrong to suggest that I had not contributed Rs. 1,50,000/- in payment of purchase of suit property.”*

47. In regard to the alleged contribution of Rs.60,000/- towards construction, DW-1 was unable to state even the date or month of payment and claimed that it had been made sometime in the year **1998**. He further admitted that **no document whatsoever had been placed on record, to prove either of the said payments.** The relevant portion of the same is reproduced herein:

*“I do not remember the exact date and month of payment of Rs. 60,000/- as mentioned in para no. 4 of my evidence affidavit but, it was **made in the year 1998** at the time of construction of the suit property. I have not placed any document in this regard on record”*



48. Thus, the amount claimed to have been contributed *at the time of purchase* was, according to DW-1 himself, paid nearly **one year thereafter**. The alleged contribution towards construction is equally unsupported by any contemporaneous material.

49. On the contrary, the **Receipt dated 01.11.1996, Ex.PW-1/E**, records receiving of **Rs.35,000/- from Smt. Ram Pati Devi**, while the name of Defendant No.1 does not find mention in the GPA Ex.PW-1/B, Agreement to Sell Ex.PW-1/C or Will Ex.PW-1/D. **The learned District Judge, therefore, rightly concluded that neither of the two alleged contributions, had been proved.**

50. Even otherwise, **mere contribution towards household expenses, construction or repairs of a property cannot, by itself, confer any right of co-ownership**. Likewise, merely residing together as members of one family and sharing household expenditure does not convert a property standing in the name of one family member into jointly owned property. ***No common fund or other source from which the suit property was jointly acquired, has been proved by the Appellants.***

51. The Appellants have, therefore, failed to establish any **independent right, title or interest** in the suit property. Their occupation, being only the son and daughter-in-law of the Plaintiff, was rightly held to be **permissive in nature**.

52. The mere fact that the Appellants may have remained in possession for several years, does not alter the character of such occupation. The **Aadhaar Cards, photographs and other documents** relied upon by them may establish residence or possession, **but do not establish any**



independent right in the suit property.

53. Pertinently, in the earlier **Civil Suit No.219/2013**, it was recorded *vide* Order dated **18.11.2015** that the Defendants would not be dispossessed except by **due process of law**. The said protection was only against forcible dispossession and did not confer any substantive right upon them, to continue in possession.

54. Another objection was taken by the Appellants that no separate Notice terminating the permission of the Appellants had been served, but it is equally without merit.

55. In **M/s Nopany Investments (P) Ltd. v. Santokh Singh (HUF), (2008) 2 SCC 728**, the Supreme Court, while considering the requirement of a Notice under **Section 106 of the Transfer of Property Act, 1882**, observed that the **filing of an eviction Suit under the general law itself amounts to a Notice to quit** and that a separate Notice was not necessary for seeking eviction.

56. Though the said case arose in the context of a landlord-tenant relationship, the principle is relevant to the limited extent that institution of proceedings seeking recovery of possession itself clearly manifests the intention of the owner/person entitled to possession that the occupant is no longer permitted to continue.

57. In the present case, by instituting the Suit and specifically seeking recovery of possession, the Plaintiff had unequivocally withdrawn the permission granted to the Appellants to remain in occupation.

58. Thus, the **GPA Ex.PW-1/B, Agreement to Sell Ex.PW-1/C, Will Ex.PW-1/D and Receipt Ex.PW-1/E**, though not constituting a registered conveyance, establish the ownership/superior rights of the Plaintiff and also



2026:DHC:7627



that the Appellants were in permissive user of the suit property, through the Plaintiff/Respondent. The Appellants have failed to prove the very basis on which an independent right was asserted by them. The Plaintiff, therefore, established a **better right to possession of the suit property**, as against the Appellants.

59. The learned District Judge has, therefore, rightly decreed the Suit for Possession in respect of the suit property.

60. There is **no merit** in the present Appeal against the impugned Judgment and Decree dated **09.02.2026**, which is hereby, **dismissed**. The pending Applications, if any, also stand disposed of accordingly.

(NEENA BANSAL KRISHNA)
JUDGE

SEPTEMBER 08, 2026

N