

**22.07.2022**

Present: Sh. Santosh Kumar, Ld. Counsel for the Plaintiff.  
None for Defendant.

Perusal of record reveals that in between the date of hearing, written statement has been filed on behalf of the Defendant.

Ld. Counsel for the Plaintiff has apprised the Court that the Plaintiff has already received the advance copy of the said written statement. However, some documents, which have been filed on behalf of the Defendant are forged and fabricated and that legible copy of all such documents, has not been received by the Plaintiff.

Be awaited for the Defendant till **02:00** PM.

**(PUNEET NAGPAL)**  
**JSCC/ASCJ/GJ (North-West)**  
**Rohini Courts/Delhi**  
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**At 02:00 PM**

Present: None for the Plaintiff.

Sh. R. K. Mishra, Ld. Counsel for Defendant.

Perusal of the written statement filed by the Defendant reveals that the Defendant has denied the relationship of landlord and tenant between the parties.

It has been stated in the written statement, filed on behalf of the Defendant that the deceased wife of the Plaintiff, had entered into a Bayana Agreement dated 09.11.2009 with the Defendant with respect to the Suit Property and an advance amount of Rs.5 lacs (in cash), was allegedly paid to the wife of the Plaintiff as earnest money.

At the same time, it has also been admitted that the abovestated Bayana Agreement, is unregistered document and that the Defendant is enjoying the possession of the property on the basis of the said Agreement to Sale / Bayana Agreement.

At this stage, the attention of the Ld. Counsel for the Defendant has been drawn to amendment, which was made / introduced in the year 2001 to the section 17 of the Registration Act, as per which, there is no right to retain possession by the proposed purchaser, of any property, in case, the Agreement to Sale / Bayana Agreement is unregistered document.

In light of the same, it has been specifically enquired from Ld. Counsel for the Defendant regarding the right, in exercise of which, the Defendant is continuing with the possession of the Suit Property, especially in light of the fact that the Defendant has expressly denied that he is a tenant of the Plaintiff.

Sometime has been sought on behalf of the Defendant to address arguments on this issue.

Allowed.

Defendant is granted one month's time to file written arguments and show cause as to why this Court, ought not to exercise its power under Order 12 Rule 6 CPC.

To come up on 09.09.2022.

**(PUNEET NAGPAL)**  
**JSCC/ASCJ/GJ (North-West)**  
**Rohini Courts/Delhi**  
**22.07.2022**