IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT (L) NO.232 OF 2025

Shruti Mayank Shah
Aged 58 years, Occupation: Housewife
Residing at Flat No. 1304, 13th Floor
"81 Aureate", KC Road,
Near Rangsharda, Bandra Reclamation,
Bandra (W), Mumbai – 400 050
and also at 801, 8th Floor, Sudharmaa
N.S. Road No.5, V Mehta Road, JVPD
Scheme, Vile Parle (W), Mumbai – 56. ....*Plaintiff*

-Versus-

1. Ulltra Lifespace Private Limited
Through its Director Jignesh P Shah
having Address at CTS 791A(PT), Jamat-
E-Jamooria CHS LTD, Near Telephone
Exchange, bandra (West), Mumbai,
Maharashtra, 400050.

2. Pyramid Developers
Through its partners: Mr. Rafique M.
Qureshi and Mr. Saleh N Mithiborwala
having office at 25, 2nd Floor, Dheeraj
Heritage, S.V.Road, Santacruz (West),
Mumbai – 400054.

3. Varun Ghanshyam Golaniya
Plot No. 612, B/23 Anita CHS Ltd.,
Sector 6 Near RSC 52 Charkop
Kandivali (west), Kandivali, Mumbai 67.

4. Mrs. Duggu Ketan Patel
Adult

5. Ketan Jitendrabhai Patel
Aged 54 years, Both 4 and 5 residing at

G-1, Neelkamal Complex, Near Havmor restaurant, Beside ShrijiBaug, Navragpura, Ahmedabad, Gujrat – 38009 and also residing at 19/B , Shivsankalp Society, Naranpura Post Office, Ahmedabad City, Gujarat – 380 013.

6. Manesh Dayashankar Madeka
Adult, residing at Maya Parnakuti Society, Street No.5, Plot No. 61, Nan Mava Road, Rajkot, Gujarat – 360 001.

7. Abid Ghulam Hussain
Adult, residing at 704, Dheeraj Heritage 1, Shashtri Nagar, Santacruz (W), Mumbai – 54.

8. Ajinkya Pradeep Waradkar
Adult, residing at 116, Rajendra Nagar Jhopadpatti, Datta Pada Road, Rajendra Nagar, Borivali (E), Mumbai – 400 066. .... *Defendants*

Mr. Ashish Kamat, Senior Advocate *with Mr. Mohit Khanna i/b. Ms. Devika Nigde, for the Plaintiff.*

Mr. Pramod Bhosle *with Mr. Praful B. Valvi, for Defendant No.1.*

Dr. Yusuf Iqbal Yusuf *with Ms. Shaista Pathan, Mr. Zain Shroff and Mr. Shahbazkhan Sandi i/b. M/s. YNA Legal, for Defendant Nos.4 and 5.*

Mr. Ranit Basu *with Ms. Maitri Malade, Ms. Dua Shaikh & Ms. Harshada Nirmal i/b. M/s. Bridgehead Law Partners, for Defendant No.6.*

CORAM : SANDEEP V. MARNE, J.

Reserved on : 18 SEPTEMBER 2025.

Pronounced on : 23 SEPTEMBER 2025.

JUDGMENT :-

1) Plaintiff has sought a decree on admission under the provisions of Order XII Rule 6 of the Code of Civil Procedure, 1908 (**the Code**) contending that the contesting Defendants have given admissions of fact both in the pleadings as well as in the documents admitting the claim of Plaintiff.

2) Plaintiff's case, as pleaded in the Plaint, is as under :-

By registered Agreement for Sale dated 14 December 2020, Plaintiff purchased Flat No.1304 admeasuring 205.20 sq.meters on 13th floor of the building known as '81 Aureate' together with 4 car parking spaces situated at K.C. Road, near Rangsharada, Bandra Reclamation, Bandra (West), Mumbai-400 050 **(suit premises)**. The Agreement for Sale shows payment of consideration of Rs.11.75 crores by Plaintiff, who claims to be in exclusive and undisturbed possession of the suit premises since December 2020. She has been paying maintenance bills raised by the first Defendant-Developer. The building '81 Aureate' is constructed by M/s. Pyramid Developers (Defendant No.2) as promoter and M/s. Ulltra Lifespace Private Ltd. **(Ulltra)** as co-promoter, who have caused sale of the suit premises to the Plaintiff vide Agreement of Sale dated 14 December 2020.

3) In September 2024, Plaintiff learnt about an Allotment Letter in respect of suit premises through WhatsApp group, where some of the property agents had circulated copy of Allotment Letter dated 9 May 2024 issued in respect of the suit premises. Plaintiff conducted search and came to know about Allotment Letter dated 9 May 2024 and Agreement dated 31 July 2024. The Allotment Letter dated 9 May 2024 is shown to have been issued by one '81 Aureate' (non-existent entity) in

favour of Defendant No.4. Allotment Letter is not in the name of Defendant No.1, who has denied having issued any such Allotment Letter. The website as well as phone number reflected in the Allotment Letter also do not connect the same to Defendant No.1 and is found to be fictitious and sham. The sale consideration mentioned in the Allotment Letter is shown as only Rs.3.5 crores. So far as Agreement dated 31 July 2024 is concerned, it is shown to have been executed and registered by an entity 'Ultra Life Space Private Ltd.' in favour of Defendant No.5. According to Plaintiff there is no entity by name 'Ultra Life Space Private Ltd.'. According to the Plaintiff, the said Agreement does not make correct statement of fact relating to such construction of the building and location of the suit premises as the building is shown to be under construction, when the construction was complete in 2020 and the suit premises are shown to be located on 25th floor, which are actually located on 13th floor. Consideration shown in the Agreement is Rs.8.78 crores, out of which Rs.25 lakhs is shown to be paid before execution of the Agreement and the balance Rs.8.53 crores was payable after availing bank loan. Agreement is shown to have been signed by Defendant No.3 on behalf of 'Ultra Life Space Private Ltd.' on the basis of purported board resolution, which is a made-up document. According to the Plaintiff purported Agreement dated 31 July 2024 executed in favour of Defendant No.5 is illegal, fraudulent and bogus document on the basis of which Defendant No.5 has not acquired any title in the suit premises. Within 22 days of execution of the Agreement dated 31 July 2024, another Agreement is executed and registered on 22 August 2024 showing sale of suit premises by Defendant No.5 to Defendant No.6 for consideration of Rs.12 Crores.

4) According to the Plaintiff, even the Agreement dated 22 August 2024 is null and void and Defendant No.6 has not acquired any title in the suit premises based on the said Agreement. Plaintiff served letter dated 1 October 2024 to Defendant Nos.1, 3, 4, 5 and 6 and sought cancellation of the impugned documents. Defendant Nos.3, 4, 5 and 6 engaged a common advocate and addressed letter dated 3 October 2024 to the Plaintiff stating *inter alia* that the said Defendants would investigate the matter and would take necessary steps to rectify the error if found necessary. Additionally, an email dated 17 November 2024 was sent by the Advocate of the said Defendants to the Plaintiff's Advocate communicating that the said Defendants were in the process of cancellation of the property Agreement. However, since the Agreements have not been cancelled, Plaintiff has filed the present Suit seeking declaration of title in respect of the suit premises and seeking cancellation of the Agreement for Sale dated 31 July 2024 and Sale Deed dated 22 August 2024.

5) On 14 January 2025, when Suit was moved for *ad-interim* injunction, a statement was made by the common Advocate appearing for Defendant Nos. 3 to 8 (who had sent reply dated 3 October 2024 and email dated 17 November 2024) that her clients shall not act on the impugned Documents and Agreements in respect of the suit premises. The statement was accepted as undertaking given to the Court. By order dated 10 February 2025, Defendant Nos.3 to 8 have been restrained from acting on the impugned Agreements and Documents in respect of suit premises. On 28 February 2025, statement was made on behalf of Defendant Nos.4 and 5 for deposit of Agreements dated 31 July 2024 and 22 August 2024 in the Court. Accordingly, the Agreements have been deposited with the Court.

6) Defendant Nos. 1, 5 and 6 have filed their respective Affidavits-in Reply to Interim Application (L) No.377 of 2025, which has been disposed of by order dated 9 September 2025 directing that the *ad-interim* relief granted shall continue to operate as interim relief during pendency of the Suit. Based on alleged admissions made by the contesting Defendants in correspondence as well as in the pleadings, Plaintiff has urged that the judgment be pronounced on admissions under the provision of Order XII Rule 6 of the Code of Civil Procedure, 1908.

7) Mr. Kamat, the learned Senior Advocate appearing for the Plaintiff submits that the Plaintiff's title in respect the suit premises in not questioned by Defendant Nos.5 and 6 as there is no challenge to the registered Agreement for Sale dated 14 December 2020 executed in her favour. That subsequent Agreements in respect of suit premises purportedly executed in favour of Defendant Nos. 5 and 6 do not otherwise confer any title in their favour. That it is not the case of Defendant Nos. 5 or 6 that due diligence was done before execution of the impugned Agreements and that therefore they cannot take defence of *bonafide* purchasers without notice. That the whole purpose of a registration of a document is to make the world known of execution of documents evidencing purchase of property. That a simple due diligence, if conducted by Defendant Nos.4 and 5, would have enabled them to acquire knowledge of Plaintiff's purchase of the suit premises on 14 December 2020. That there are specific admissions given by the Defendants in correspondence before filing of the Suit. That in letter dated 3 October 2024, a common Advocate on behalf of Defendant Nos.3, 4, 5 and 6 showed willingness to examine title of suit premises and to execute necessary documents to ramify loss caused to the Plaintiff. That said Advocate sent email on 17 November 2024 admitting

irregularities in the registered documents and showed willingness to initiate process of cancellation of the Agreement. That in addition to admissions in correspondence, Defendant Nos.5 and 6 have also given admissions in their Affidavits that Defendant No.5 has admitted that fraud has been played in the matter of execution of Agreement dated 31 July 2024 in his favour. He has further admitted that forged documents have been annexed to the said Agreement dated 31 July 2024. That Defendant No.6 has admitted in his Affidavit that he is ready and willing to cancel the Sale Deed executed by Defendant No.5 in his favour subject to refund of money paid by him to Defendant No.5 and that Defendant No.6 is no longer interested in the suit premises.

8) Mr. Kamat would accordingly submit that there are specific admissions by Defendant Nos.5 and 6 in correspondence as well as in pleadings thereby entitling Plaintiff for judgment on admissions under the provisions of Order XII Rule 6 of the Code. Mr. Kamat would rely upon judgment of the Apex Court in ***Saroj Salkan Versus. Huma Singh and Ors.***[1] and ***Karam Kapahi and others Versus. Lal Chand Public Charitable Trust and Another***[2] and of this Court in ***SRL Limited Versus. Techtrek India Limited***[3] in support of his contention that public at large are deemed to have knowledge of registered document. Reliance is placed on judgment of the Apex Court in ***Dilboo (Smt.) (dead) by LRs. And others Versus. Dhanraji (Smt.) (dead) and others***[4] in support of his contention that prior to registration, knowledge of document is not proved. Reliance is placed by Mr. Kamat on judgment of the Apex Court in ***Kaushik Premkumar Mishra and Anr. Versus. Kanji Ravaria @ Kanji & Anr***[5].

1 Civil Appeal No.6389 of 2025, decided on 6 May 2025.
2 (2010) 4 SCC 753
3 AIR 2014 Bom 42
4 (2000) 7 SCC 702
5 Civil Appeal No.1573 of 2023 decided on 19 July 2024.

9) Dr. Yusuf, the learned counsel appearing for Defendant Nos.4 and 5 would oppose the prayer of the Plaintiff for judgment on admission submitting that the relief cannot be granted merely on oral request in absence of filing of application seeking judgment under the provisions of Order XII Rule 6 of the Code. That the facts and circumstances of the case are peculiar, which do not warrant entertaining of oral request for passing judgment on admission. That Plaintiff is the wife of Director of Defendant No.1 and suit premises are shown to have been sold by Director of Defendant No.1 to his own wife. That there is no record to indicate that Plaintiff made any payment to Defendant No.1 towards consideration for purchase of suit premises. That despite raising the objection of absence of document evidencing payment by Plaintiff to Defendant No.1, rejoinder filed by the Plaintiff is silent on this aspect and rather than producing any document of payment, Plaintiff has skirted the responsibility by craving leave of the Court to produce the same. That therefore purchase of suit premises by Plaintiff itself is doubtful. That Defendant No.5 was a *bona fide* purchaser for value. That he had conducted due diligence in the form of search report, which did not reflect existence of any Agreement relating to suit premises in favour of the Plaintiff. That Defendant No.5 physically visited the suit premises before purchasing the same belies Plaintiff's contention that she possessed the same from December 2020. That the flat was vacant and was shown by Ms. Urvi Shah, authorised representative of Defendant No.1, who induced Defendant No.5 into purchasing the same. That Advocate Purvi Shah has sent unauthorised communications to the Plaintiff. That the said advocate is associated with the Defendant No.1 and therefore no statement made by Advocate Purvi Shah in her communications can construe as admissions given by Defendant No.5. That she unauthorisedly appeared before the Court on 14 January 2025 without

execution of Vakalatnama by Defendant No.5. He would submit that the power of the Court to pass judgment on admission under Order XII Rule 6 of the Code is discretionary and it is not that in every case, the discretion must be exercised. That judgment can be passed under Order XII Rule 6 of the Code only in the event of there being a clear admission. That the alleged admissions relied upon by the Plaintiff are not sufficient for the purpose of passing of judgment under Order XII Rule 6 of the Code. He would therefore pray for rejection of the Plaintiff's prayer for passing of judgment on admission.

10) Mr. Basu, the learned counsel appearing for Defendant No.6 would submit that Defendant No.6 is not a resident of the city and was represented that Defendant No.5 was the owner of the suit premises. Defendant No.6 had physically visited the suit premises before purchase and Plaintiff was not found in possession. That Defendant No.6, at the highest, can be accused of negligence and therefore this is not a case involving any admission of title of Plaintiff by Defendant No.6. That Defendant No.6 is a *bonafide* purchaser for value. That Defendant No.6 had reached out to Defendant No.5, who had promised to resolve the dispute. He would submit that remedy of Defendant No.6 to pursue action against Defendant No.5 be kept open.

11) Mr. Bhosle, the learned counsel appearing for Defendant No.1 submits that he supports the case of the Plaintiff. That Defendant No.1 had immediately filed police complaint on 1 October 2024 after acquiring knowledge about the Agreements dated 31 July 2024 and 22 August 2024. He would submit that the suit premises are sold by a ghost entity named 'Ultra Life Space Pvt. Limited' when in fact the actual co-promoter is Ulltra Lifespace Private Limited. That there is no person by the name

Varun Ghanshyam Golaniya (Defendant No.3) connected to Defendant No.1 and no resolution was passed in his favour for execution of any document. That allotment letter dated 9 May 2024 is a forged document not issued by Defendant No.1. That signature thereon is forged and postal address, phone number and email address are fictitious. That Defendant No.1 has taken all requisite actions in respect of forged transaction.

12) Rival contentions of the parties now fall for my consideration.

13) The building '81 Aureate' is constructed by Defendant Nos. 1 and 2 as joint developers. Plaintiff is the wife of director of Defendant No.1. Plaintiff claims ownership of the suit premises by virtue of registered Agreement for Sale dated 14 December 2020 executed by Defendant Nos.1 and 2 in her favour upon payment of consideration of Rs.11.75 crores. The suit premises are sold once again to Defendant No.5 vide registered Agreement dated 31 July 2024 by an entity which resembles the name of Defendant No.1. Defendant No.1 has denied execution of Agreement dated 31 July 2024. According to the Plaintiff, 'U**l**tra Life Space Pvt. Ltd' is a ghost entity which does not exist. Defendant No.1 is 'U**ll**tra Lifespace Pvt. Ltd.' who is co-promoter alongwith Defendant No.2. The similarity in the names of Defendant No. 1 and the entity which has executed Agreement for Sale dated 31 July 2024 is as under :-

Defendant No. 1	Entity executing Agreement in favour of Defendant No. 5
U**ll**tra Lifespace Private Limited	U**l**tra Life Space Pvt. Ltd.

14) Defendant Nos.1 and 2 are the promoters entitled to deal with flats constructed in the building '81-Aureate'. Defendant No. 2 is not a signatory to the Agreement dated 31 July 2024. The Agreement dated

31 July 2024 is shown to have been preceded by Allotment Letter dated 9 May 2024 which is not issued by Defendant No.1 or Defendant No.2 or even by non-existing entity "Ultra Life Space Pvt. Ltd". It is issued on the letterhead of '81-Aureate'. Defendant No.1 has denied that it has issued the said Allotment Letter. By Allotment Letter dated 9 May 2024, suit premises are shown to have been allotted in favour of Defendant No.4 (not in favour of Defendant No.5). Defendant No.4 is the wife of Defendant No.5. The consideration amount also differs in the purported Allotment Letter dated 9 May 2024 (Rs.3.5 crores) and purported Agreement dated 31 July 2024 (Rs.8.78 crores). According to the Plaintiff, the website and phone number indicated on the Letterhead on which the Allotment Letter is issued are fictitious. The website 'www.bhandarigroup.com' is in respect of a Nepal based entity. The consideration of Rs.8.78 crores has not been received by Defendant No.1 and in whose account exactly the alleged consideration paid in pursuance of purported Agreement dated 31 July 2024 is credited is unknown as of now. Within 22 days of alleged purchase of the suit premises, Defendant No.5 has sold the suit premises to Defendant No.6 on 22 August 2024.

15) If the story pleaded in the plaint is to be believed, the case would depict a shocking and plain case of fraud. A flat already sold to Plaintiff by Defendant Nos.1 and 2 on 14 December 2020 (which transaction is not disputed) is once again shown to have been allotted four years later in favour of Defendant No. 4 and later shown to have been sold in favour of Defendant No.5 on 31 July 2024 vide registered instrument. The sale transaction in favour of Defendant No.5 is not by the Promoters viz. Defendant Nos.1 and 2. Someone appears to have used the name of non-existing entity of 'Ultra Life Space Pvt. Ltd.' which resembles the name of Defendant No.1 (Ulltra Lifespace Pvt Ltd.) and

the transaction of sale of suit premises is shown to have been executed in favour of Defendant No.5. It is not in dispute that the entity Ultra Life Space Pvt. Ltd. does not exist. Defendant No.1 has denied any connection with the said entity. Thus, if the contents of the plaint are believed to be correct, the case involves sale of flat of the Plaintiff by a non-existing entity in favour of Defendant No.5. Plaintiff alleges the transaction to be fraudulent. In a situation it is difficult to digest, Defendant No.5 has purportedly sold the suit premises within 22 days in favour of Defendant No.6 on 22 August 2024. Plaintiff believes that even the second sale transaction of 22 August 2024 is fraudulent.

16) Defendant Nos.1, 5 and 6 have filed their respective Affidavits-in-Reply opposing the Interim Application (Lodg.) No. 377/2025. It is on the basis of contents of the said Affidavits coupled with the contents of some of the correspondence between the parties that the Plaintiff has prayed for judgment on admission under the provisions of Order XII Rule 6 of the Code.

17) The first objection raised on behalf of Defendant No.5 is that the judgment on admission cannot be passed in absence of a written application being filed by the Plaintiff. It would be apposite to reproduce the provisions of Order XII Rule 6 of the Code which reads thus :-

> **6. Judgment on admissions.—**
> (*1*) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

> (*2*) Whenever a judgment is pronounced under sub-rule (*1*) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.

18) Thus, under Order XII Rule 6 of the Code, once admission of facts is found to have been made, either in pleadings or otherwise, the Court can make such order or give such judgment as it may think fit having regard to such admissions and when a judgment is pronounced, a decree needs to be drawn in accordance with the judgment. Perusal of the provisions of Order XII Rule 6 of the Code would indicate that the power can be exercised by the Court at any stage of the suit. Such power can be exercised either on the application of a party or on its own motion. Therefore, filing of application by party is not a *sine qua non* for exercise of power under Order XII Rule 6 of the Code. Court can exercise the power even on its own motion. The provision thus invests a very wide discretion in the Court to pass a judgment at any stage of the suit and even on its own motion without there being any need for filing of any application by a party.

19) The scope of power under Order XII Rule 6 of the Code and the objective behind conferment of such power on the Court has been dealt with by the Apex Court in its judgment in ***Uttam Singh Duggal & Co. Ltd. Versus. United Bank of India***[6], in which it is held as under :-

> 12. As to the object of Order 12 Rule 6, we need not say anything more than what the legislature itself has said when the said provision came to be amended. In the Objects and Reasons set out while amending the said Rule, it is stated that "where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defen-

[6] (2000) 7 SCC 120

> dant, the plaintiff is entitled". **We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment. Where the other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which it is impossible for the party making such admission to succeed.**
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> *(emphasis added)*

20) In ***Karam Kapahi*** (supra), the Apex Court has discussed the ratio of judgment in ***Uttam Singh Duggal***. The Apex Court has also approved the view taken by the Division Bench of Madhya Pradesh High Court in ***Shikharchand Versus. Bari Bai***[7] wherein Justice G. P. Singh (*as His Lordship then was*) in his concurring judgment has explained Rule 6 of Order XII of the Code. Justice Singh considered similar provision in Rule 5 of Order 32 of the Supreme Court Rules (English) and English judgment in ***Ellis Versus. Allen***[8] in which Justice Sarjant held that the Rule applies wherever there is a clear admission of facts in the face of which it is impossible for the party making it to succeed. The Apex Court has held in ***Karam Kapahi*** (supra) in paras-37 to 48 as under :-

> 37. **The principles behind Order 12 Rule 6 are to give the plaintiff a right to speedy judgment. Under this Rule either party may get rid of so much of the rival claims about "which there is no controversy"** (see the dictum of Lord Jessel, the Master of Rolls, in Thorp v. Holdsworth² in Chancery Division at p. 640).
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> 38. In this connection, it may be noted that Order 12 Rule 6 was amended by the Amendment Act of 1976. Prior to amendment the Rule read thus:
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> > "6. *Judgment on admissions*-Any party may at any stage of a suit, where admissions of fact have been made, either on the pleadings, or otherwise, apply to the court for such judgment or order as upon such admissions he may be entitled to, without waiting for the determination of any other question between the parties; and the court may upon such application make such order, or give such judgment, as the court may think just."

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7 AIR 1974 MP 75

8 (1914) 1 Ch. D. 904

39. **In the 54th Law Commission Report, an amendment was suggested to enable the court to give a judgment not only on the application of a party but on its own motion.** It is thus clear that the amendment was brought about to further the ends of justice and give these provisions a wider sweep by empowering the Judges to use it "ex debito justitiae", a Latin term, meaning a debt of justice. **In our opinion the thrust of the amendment is that in an appropriate case, a party, on the admission of the other party, can press for judgment, as a matter of legal right. However, the court always retains its discretion in the matter of pronouncing judgment.**

40. If the provision of Order 12 Rule 1 is compared with Order 12 Rule 6, it becomes clear that the provision of Order 12 Rule 6 is wider inasmuch as the provision of Order 12 Rule 1 is limited to admission by "pleading or otherwise in writing" but in Order 12 Rule 6 the expression "or otherwise" is much wider in view of the words used therein, namely: "admission of fact …. either in the pleading or otherwise, whether orally or in writing".

41. Keeping the width of this provision (i.e. Order 12 Rule 6) in mind this Court held that under this Rule admissions can be inferred from the facts and circumstances of the case (see *Charanjit Lal Mehra v. Kamal Saroj Mahajan*, SCC at p. 285, para 8). Admissions in answer to interrogatories are also covered under this Rule (see *Mullas's Commentary on the Code*, 16th Edn., Vol. II, p. 2177).

42. In *Uttam Singh Duggal & Co. Ltd. v. United Bank of India* this Court, while construing this provision, held that the Court should not unduly narrow down its application as the object is to enable a party to obtain speedy judgment.

43. In *Uttam Singh Duggal case* it was contended on behalf of the appellant, Uttam Singh Duggal, that:

> (a) Admissions under Order 12 Rule 6 should only be those which are made in the pleadings.
> (b) The admissions would in any case have to be read along with the first proviso to Order 8 Rule 5(1) of the Code and the court may call upon the party relying on such admission to prove its case independently.
> (c) The expression "either in pleadings or otherwise" should be interpreted ejusdem generis. (See para 11, p. 126-27 of the Report.)

Almost similar contentions have been raised on behalf of the Club. In *Uttam Singh* those contentions were rejected and this Court opined no effort should be made to narrow down the ambit of Order 12 Rule 6.

44. In *Uttam Singh* this Court made a distinction between a suit just between the parties and a suit relating to the Specific Relief Act, 1963

where a declaration of status is given which not only binds the parties but also binds generations. The Court held that such a declaration may be given merely on admission (SCC para 16 at p. 128 of the Report). But in a situation like the present one where the controversy is between the parties on an admission of non-payment of rent, judgment can be rendered on admission by the court.

45. Order 12 Rule 6 of the Code has been very lucidly discussed and succinctly interpreted in a Division Bench judgment of the Madhya Pradesh High Court in ***Shikharchand v. Bari Bai.*** G.P. Singh, J. (as His Lordship then was) in a concurring judgment explained the aforesaid Rule, if we may say so, very authoritatively at p. 79 of the Report. His Lordship held: (AIR para 19)

> "... I will only add a few words of my own. Rule 6 of Order 12 of the Code of Civil Procedure corresponds to Rule 5 of Order 32 of the Supreme Court Rules (English), now Rule 3 of Order 27, and is almost identically worded (see *Annual Practice*, 1965 Edn., Part I, p. 569). The Supreme Court Rule came up for consideration in *Ellis v. Allen*. In that case a suit was filed for ejectment, mesne profits and damages on the ground of breach of covenant against sub-letting. Lessee's solicitors wrote to the plaintiff's solicitors in which fact of breach of covenant was admitted and a case was sought to be made out for relief against forfeiture. This letter was used as an admission under Rule 5 and as there was no substance in the plea of relief against forfeiture, the suit was decreed for ejectment under that Rule. Sargant, J. rejected the argument that the Rule is confined to admissions made in pleadings or under Rules 1 to 4 in the same order (same as ours) and said:
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> **'The Rule applies wherever there is a clear admission of facts in the face of which it is impossible for the party making it to succeed.'**
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> **Rule 6 of Order 12, in my opinion, must bear the same construction as was put upon the corresponding English rule by Sargant, J. The words 'either on the pleadings or otherwise' in Rule 6 enable us not only to see the admissions made in pleadings or under Rules 1 to 4 of the same order *but also admissions made elsewhere during the trial*.**"

46. **This Court expresses its approval of the aforesaid interpretation of Order 12 Rule 6 by G.P. Singh, J.** (as His Lordship then was). Mulla in his commentary on the Code has also relied on the ratio in *Shikharchand* for explaining these provisions.

47. Therefore, in the instant case even though statement made by the Club in its petition under Section 114 of the Transfer of Property Act does not come within the definition of the word "pleading" under Order 6 Rule 1 of the Code, but in Order 12 Rule 6 of the Code, the word "pleading" has been suffixed by the expression "or otherwise". Therefore,

> a wider interpretation of the word "pleading" is warranted in understanding the implication of this Rule. Thus the stand of the Club in its petition under Section 114 of the Transfer of Property Act can be considered by the Court in pronouncing the judgment on admission under Order 12 Rule 6 in view of clear words "pleading or otherwise" used therein especially when that petition was in the suit filed by the Trust.
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> 48. However, the provision under Order 12 Rule 6 of the Code is enabling, discretionary and permissive and is neither mandatory nor it is peremptory since the word "may" has been used. But in a given situation, as in the instant case, the said provision can be applied in rendering the judgment.
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> *(emphasis added)*

21) Thus, in ***Karam Kapahi*** the Apex Court after comparing the provisions of Order XII Rule 6 prior to and after 1976 amendment and report of the 54th Law Commission has held that the amendment has been brought about to enable the court to give a judgment not only on the application of a party but on its own motion. It is held that the amendment was brought about to further the ends of justice and give these provisions a wider sweep by empowering the Judges to use it "*ex debito justitiae*", a Latin term, meaning a debt of justice. Therefore the objection raised by Defendant No.5 about absence of written application by the Plaintiff for pronouncement of the judgments on admission under Order XII Rule 6 of the Code is baseless and is stated only to be rejected.

22) The scope of power of the Court under Order XII Rule 6 has also been discussed recent judgment of the Apex Court in ***Saroj Salkan*** (supra). The case involved issue as to whether the Court can also dismiss the suit under the provisions of Order XII Rule 6 of the Code. While answering the issue in the affirmative, the Apex Court has made following observations in the judgment :-

36. Having heard learned senior counsel and learned counsel for the parties, this Court is of the view that the submission that the learned Single Judge could have dismissed the suit under Order VII Rule 11 CPC alone and not under Order XII Rule 6 CPC and that too without any application being filed by the Respondents, is untenable in law.

37. Recently, a coordinate Bench of this Court in ***Rajiv Ghosh vs. Satya Naryan Jaiswal, Special Leave Petition (Civil) No.9975 of 2025 dated 07th April, 2025*** has upheld the view of the Division Bench of the Delhi High Court in ***ITDC Limited vs. Chander Pal Sood and Son, (2000) 84 DLT 337 (DB)*** that Order XII Rule 6 CPC gives a very wide discretion to the Court to pass a judgment at any stage of the suit and that too on its own motion i.e. without any application being filed by any party. In the said judgment, it was also held that Order XII Rule 6 CPC, authorises the Court to not only pass a decree regarding admitted claim, but also to dismiss the suit. The relevant portion of the judgment in ***Rajiv Ghosh*** (supra) is reproduced hereinbelow:-

> "*36. A Division Bench of the Delhi High Court very correctly laid down the following interpretation of the provision of O. 12, R. 6, CPC, in the decision of ITDC Limited v. Chander Pal Sood and Son, reported in (2000) 84 DLT 337 (DB): (2000 AIHC 1990):*
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> > *"Order 12, R. 6 of Code gives a very wide discretion to the Court. Under this rule the Court may at any stage of the suit either on the application of any party or of its own motion and without determination of any other question between the parties can make such order giving such judgment as it may think fit on the basis of admission of a fact made in the pleadings or otherwise whether orally or in writing."*
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> *xxx xxx xxx*
>
> *39. This rule authorizes the court to enter a judgment where a claim is admitted and to pass a decree on such admitted claim. This can be done at any stage. [See: Uttam Singh (supra)]. Thus, a plaintiff may move for judgment upon admission by the defendant in his written statement at any stage of the suit although he has joined issue on the defence." [See: Brown v. Pearson, (1882) 21 Ch D 716]. Likewise, a defendant may apply for dismissal of the suit on the basis of admission by the plaintiff in rejoinder."*

23) Thus, the principal objective behind conferring power on the Court to pass judgment on admission is to give right to the Plaintiff of speedy judgment. A case involving apparent admission of claim of the Plaintiff need not await lengthy trial and the Court can pronounce a

judgment based on admissions given in the pleadings or otherwise. The provision confers a legal right on a party to press for judgment on admission while recognising Court's own power to pronounce a judgment on its own motion as well. No doubt, the power is discretionary as provision of Order XII Rule 6 of the Code is enabling. It is not mandatory that in every case where Plaintiff presses for pronouncement of the judgment on admissions, the Court must do so. It all depends on the facts and circumstances of each case as the provision uses the word 'may' and not 'shall'. At the same time, the provision is aimed at ensuring that wherever there is a clear admission of facts where it becomes impossible for a party making admission to succeed in the suit, the Court need not await lengthy trial and proceed to pronounce the judgment based on such admission. The test therefore is whether in the light of the admissions so made by a Defendant, whether such a Defendant is likely to succeed in the suit. This test laid down in English decision of ***Ellis Versus. Allen*** (supra) as followed by Justice G. P. Singh in ***Shikharchand Versus Bari Bai*** (supra) has been approved by the Supreme Court in ***Karam Kapahi.*** Therefore if the Court comes to the conclusion that admission given by a Defendant makes it impossible for him to succeed in the suit, the proper course of action for the Court is to pronounce judgment on admission by exercising power under Order XII Rule 6 of the Code.

24) A Single Judge of this Court (*S. G. Gupte, J., as he then was*) in ***SRL Ltd.*** (supra) has decided a case where admissions were made outside the pleadings and Plaintiff had pressed for judgment on admission based on pleadings contained in documents. The case involved admission of Defendant's liability to repay the principal amount towards refund of security deposit in the books of accounts and correspondence.

Apparently, there was no admission in pleadings. However there was correspondence in which the liability to refund the security deposit was admitted. The only defences raised were bar of limitation and claim for adjustment of rent/license fees for three months' notice period. This Court held that the defence of limitation was baseless and thereafter proceeded to examine whether there was likelihood of Defendant succeeding in the suit in the light of admissions so given in the documents. The Court held in paras-8 to 13 as under :-

> 8. Effectively, therefore, the only defences arising on pleadings are (i) bar of limitation and (ii) claim for adjustment of rent/licence fee for the three months' notice period in the sum of Rs. 45,48,700/-. As against these, there are admissions of the Defendant's liability to repay the principal sum claimed towards the refund of security deposit of Rs. 1,58,54,200/-. The issue of interest will be discussed separately.
>
> 9. These admissions as against the pleadings noted above, may now be examined in the light of the law on the subject. In ***Uttam Singh Dugal*** (supra), the Supreme Court analysed the provisions of Order XII Rule 6 in the following words:
>
> > "12. As to the object of the Order XII Rule 6, we need not say anything more than what the Legislature itself has said when the said provision came to be amended. In the objects and reasons set out while amending the said rule, it is stated that "where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled." We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment. Where other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which, it is impossible for the party making such admission to succeed.
> >
> > 13. The next contention canvassed is that the resolutions or minutes of meeting of the Board of Directors, resolution passed thereon and the letter sending the said resolution to the respondent bank cannot amount to a pleading or come within the scope of the Rule as such statements are not made in the course of the pleadings or otherwise. When a statement is made to a party and such statement is brought before the Court showing admission of liability by an application filed under Order XII,

> Rule 6 and the other side has sufficient opportunity to explain the said admission and if such explanation is not accepted by the Court, we do not think the trial court is helpless in refusing to pass a decree. We have adverted to the basis of the claim and the manner in which the trial court has dealt with the same. When the trial judge states that the statement made in the proceedings of the Board of Directors meeting and the letter sent as well as the pleadings when read together, leads to unambiguous and clear admission with only the extent to which the admission is made is in dispute. And the Court had a duty to decide the same and grant a decree. We think this approach is unexceptionable."

10. Our Court in the case ***Ultramatix Systems Pvt. Ltd.*** (supra) has also considered what constitutes an admission within the meaning of Order XII Rule 6. The Court in that case observed as follows:

> "Admission is not defined under the provisions of the Act or forthat matter Indian Evidence Act, 1872. Section 17 however, sets out that 'An admission is a statement, oral or documentary or contained in electronic form, which suggests any inference as to any fact in issue or relevant fact, and which is made by any of the persons, and under the circumstances hereinafter mentioned.' Under section 18, statements made by a party to the proceeding, or by an agent to any such party, whom the Court regards, under the circumstances of the case, as expressly or impliedly authorized by him to make them, are admissions. In other words, statements made by a party to the proceeding can be treated as admission by the party. Section 21 sets out the admissions are relevant and may be proved as against the person who makes them. It would, therefore, be clear from a consideration of these provisions, that an admission is a statement, oral or documentary made by any person which suggest an inference as to a fact in issue or relevant fact."

11. The Court accepted in ***Ultramatix case*** that statements contained in the balance sheet and profit and loss account would constitute admission of liability, observing as follows:

> "**We have no difficulty, therefore, in holding that the statement contained in the balance sheet and profit and loss account of the petitioner company would be an admission of its liability**, unless subsequent balance sheets were filed to show that either the amounts have been paid or were not due and payable and/or any other material was produced to hold otherwise. That exercise was not done."

12. There is absolutely no substance in the defence on limitation. The refund was due on 4 December 2009. The liability has since been acknowledged on a numerous occasions as noted above, the last of such

> acknowledegments being made in the Balance Sheet and account for the year ending 31 March 2012. There is a part payment of the sum of Rs. 20 lacs admittedly on 26 May 2011. The suit is clearly within time.
>
> **13.** Having regard to the law laid down as above, what needs to be seen is whether on the basis of the admissions noted above, which are plain and not disputed *per se*, the Plaintiff is entitled to succeed and **whether in the face of these admissions it is possible at all for the Defendant to nonsuit the Plaintiff.** It is, firstly, to be noted that most of these admissions are post termination of the licence, and what is more important, after expiry of the notice period. These admissions clearly support the Plaintiff's case that the balance of security deposit claimed is arrived at after the adjustment of licence fees due including the licence fee for the notice period. The communication of 6 April 2010 clearly admits the Defendant's liability to refund the sum of Rs. 1,78,54,200/- and in fact sets out the payment schedule and particulars of cheques given towards such payment. The cheques submitted along with the communication of 6 April 2010 were substituted with fresh cheques aggregating to Rs. 1,58,54,200/- (the liability owed by the Defendant having since been reduced by part payment of Rs. 20 lakhs) with the communications of 27 August 2010 and 6 June 2011. These are further clear admissions of the Defendant's liability towards the principal amount claimed in the suit. The clear and unequivocal statements in the Balance Sheets and Profit & Loss Accounts of the Defendant also amount to an admission of the Plaintiff's claim towards the principal amount. No other material is produced or relied upon by the Defendant to show that these amounts have since been paid or the entires in the accounts have since been rectified. The observations of our Court in the case of *Ultramatix* (supra) quoted above squarely apply to these statements. In the face of all these admissions, it is not possible for the Defendant to succeed in the suit.
>
> *(emphasis added)*

25) Thus, apart from clear wordings of Order XII Rule 6 of the Code that the admission can be in the ‘pleadings’ or ‘otherwise’, the position is now clear that in absence of an admission in the pleading, the Court can exercise power under Order XII Rule 6 of the Code and pronounce judgment even on admissions given in correspondence and documents.

26) Turning to the facts of the present case, there are two sets of admissions on the part of Defendant Nos.1, 5 and 6. There are

admissions in correspondence, as well as admissions in the pleadings. I first proceed to examine the admissions given in the correspondence.

Admissions given in the correspondence :

27) Plaintiff issued notice dated 1 October 2024 to the Defendants calling them upon to cancel the impugned Agreements. It would be apposite to consider the responses given by Defendant Nos. 1, 5 and 6 to Plaintiff's notice. Defendant No.1 in his letter dated 7 October 2024 as stated as under :-

1. We are shocked to read the contents of your letter. The Flat no. 1304 along with 3 car parking spaces in building 81 Aureate, was sold to you in 2020 and we have received the full consideration amount from you for the same. Thereafter, we have not executed any documents in respect your premises i.e. the said Flat No. 1304 and 3 car parking spaces.
2. As regards, the alleged Agreement dated 31st July, 2024 referred by you, is concerned, neither have we executed any such Agreement nor do we have any knowledge of the same. We have not issued any resolution authorizing execution/registration of any such agreement. Moreover, we are not aware of any "Varun Ghanshyam Golaniya" as he was neither working with us nor we have given any authority to him to execute any document.
3. We have also perused the resolution attached to this fraudulent document and we confirm that the same is not given by us. Moreover, the signatures of Mr. Jignesh Pravinchandra Shah and Mr. Tushar Ramniklal Shah are forged. We also point out that the first word of the name of our company is "Ulltra while the document is executed as on behalf of "Ultra".
4. Further, with regard to the Allotment letter dated 9th May, 2024 purportedly issued, we state that the same also appears to be forged and fabricated as the signatory i.e. Mr. Shreyans Shah is not the Director of our Company. Even the letterhead is not that of our Company. The postal address, the email address and the phone number mentioned on the letterhead is not that of the Company. We state that we have not issued any allotment letter in respect of Flat no. 1304 after the same was sold to your client.

5. We state that clearly these are forged and fabricated documents and the same are null, void and illegal, and unenforceable under the law, that have been made up and we are in the process of taking necessary steps.

28) Defendant Nos.3, 4, 5 and 6 had engaged a common Advocate to respond to the Notice dated 1 October 2024 addressed on behalf of the Plaintiff. The said Advocate gave Reply dated 3 October 2024 to the Advocates of Plaintiff in which it was stated as under :-

> "However my client shall examine the title of the mentioned property and execute necessary documents if required to ramify any loss to your clients or any other person and till than my clients shall not act upon the registered documents."

29) The said common Advocate on behalf of Defendant Nos. 3 to 6 sent an email dated 17 November 2024 to the Advocate for the Plaintiff stating as under :-

> Hello,
> On behalf of my clients Mr. Varun G Golaniya, Mr. Ketan J Patel, Mr. Manesh D Madeka, Mr. Duggu K Patel, I state that my clients have noticed some irregularities in the registered agreements and so they have initiated the process of cancellation of agreements and have made necessary applications before concerned authorities. As soon as my clients get the cancellation deed, the same shall be shared with you.

30) Thus, there are clear admissions in correspondence by Defendant No.1 that he has not executed either the Letter of Allotment or the Agreement dated 31 July 2024. There are further admissions given on behalf of Defendant Nos.3 to 6 in the form of Advocate's letter dated 3 October 2024 and advocate's email dated 17 November 2024 admitting irregularities in the registered Agreements. In the Advocate's reply dated

3 October 2024, Defendant Nos.3 to 6 showed willingness to examine title of the suit property and to execute necessary documents to ramify the loss caused to the Plaintiff and till then undertook not to rely upon the registered documents. In the email dated 17 November 2024, the Advocate for Defendant Nos.3 to 6 admitted irregularities in the registered Agreements and informed the Plaintiff that Defendant Nos.3 to 6 had initiated process for cancellation of the Agreements and had made necessary applications before the concerned authority. The advocate undertook to share the Cancellation Deed with the Plaintiff immediately after the same was executed. Thus, there is clear admissions on behalf of Defendant Nos.3 to 6 that the back-to-back sale transactions purportedly executed in favour of Defendant Nos.5 and 6 vide registered Agreements dated 31 July 2024 and 22 August 2024 are irregular and they undertook to cancel the same.

31) While it is orally sought to be suggested by Dr. Yusuf that the advocate had acted without instructions in sending Reply dated 3 October 2024 and email dated 17 May 2024, in the Affidavits-in-Reply filed on behalf of Defendant Nos.5 and 6, they have not made any attempt to distance themselves from correspondence send by the said Advocate. There is no contention in the Affidavits that either the Advocate was not instructed to send reply or email or that the contents thereof are false. Thus, there are clear admissions on the part of Defendant No.1 and Defendant Nos.3 to 6 about invalidity of Allotment Letter dated 9 May 2024 and registered Agreements dated 31 July 2024 and 27 August 2024.

Admissions in Pleadings

32) In addition to admissions in correspondence, Defendant Nos.5 and 6 have also given clear admissions in their Affidavits-in-Reply.

33) In Affidavit-in-Reply dated 26 March 2025, Defendant No.5 has given following admissions :-

> (xlii) I say that upon reviewing the Agreement again I have realized that behind my back the said Accused persons have also added forged documents of Slum Rehabilitation Authority in the said Agreement. I say that I did not own any premises in the Jamat E Jamhooria SRA Building No. G/7, however, two receipts on my name are added at page nos. 44 and 45 of the Agreement. Further, at page no. 46 an electric bill of BSES is attached. This is also forged since I never owned any premises in the first place therefore, it is not possible that the said bill can be a genuine one. Furthermore, on page no. 72 at serial no. 36 my name is shown as eligible in the Order passed by the Chief Officer, Maharashtra Housing & Area Development Board, Mumbai. I say that it appears that this entry is also forged since I have never owned any premises and thus there is no question of being eligible under the SRA Scheme.
>
> (xliii) I say that therefore, this is a very serious offence wherein the Government Documents have been forged and huge sums of monies have been usurped from me. I say that I have signed the said documents innocently and without realizing or reading the said annexures and it is only now when I have carefully gone through everything that I have realized the magnitude of the fraud by the concerned persons. Therefore, I am filing a Complaint with the Economic Offences Wing. Mumbai Police and requesting for a thorough investigation in the matter.

34) Thus, Defendant No.5 has specifically admitted in his Affidavit-in-Reply that the Agreement dated 31 July 2024 executed in his favour is an outcome of fraud.

35) Defendant No.6, in his Affidavit-in-Reply dated 28 April 2025 has given following admissions :-

> "If the Hon'ble Court permits, without entering into merits and the issues as involved between the plaintiff and other Defendants, except the answering Defendant, the answering Defendant is ready and willing to cancel the Sale Deed which was executed by the Defendant no. 5 in favor of this Defendant, subject to refund of the money paid by this Defendant to the Defendant no. 5 as this Defendant is no longer interested in the Suit Property."

36) Thus, Defendant No.6 has shown willingness to cancel the Sale Deed dated 22 August 2024 executed in his favour subject to refund of money paid by him to Defendant No.5. Defendant No.6 has made it clear that he is no longer interested in the suit property. As a matter of fact, during the course of oral submissions, Mr. Basu, the learned counsel appearing on behalf of Defendant No.6 has fairly submitted that Defendant No.6 shall pursue separate remedies against Defendant No.5 for refund of amount paid under the Agreement for Sale and that Defendant No.6 shall not claim any right, title or interest in the suit property.

37) Thus, there are clear admissions, both in the correspondence as well as in the pleadings wherein the Defendants broadly agree that the sale transaction effected vide purported Agreement dated 31 July 2024 is an outcome of fraud. Defendant No.5 is attempting to play victim card and feels cheated. Defendant No.6 has also taken a position that he has been deceived into a fictitious and forged transaction. If the belief of Defendant Nos.5 and 6 turns out to be correct, they would be entitled to recover amounts allegedly paid by them from the concerned persons. However, the moment Defendant No. 5 admits that the sale transaction

vide Agreement dated 31 July 2014 is fraud and the moment defendant No.6 gives up his claim in respect of the title to the suit premises, Plaintiff's title in the suit premises needs to be restored based on the admissions so given. It is sought to be contended by Dr. Yusuf that the alleged admissions given on the part of Defendant No.5 are not clear and unambiguous. He has relied upon judgment of the Apex Court in ***Karan Kapoor Versus. Madhuri Kumar***[9] in which it is held in paras-16, 18, 20 and 22 as under :-

> 16. Thus, legislative intent is clear by using the word 'may' and 'as it may think fit' to the nature of admission. The said power is discretionary which should be only exercised when specific, clear and categorical admission of facts and documents are on record, otherwise the Court can refuse to invoke the power of Order XII Rule 6. The said provision has been brought with intent that if admission of facts raised by one side is admitted by other, and the Court is satisfied to the nature of admission, then the parties are not compelled for fullfledged trial and the judgment and order can be directed without taking any evidence. Therefore, to save the time and money of the Court and respective parties, the said provision has been brought in the statute. As per above discussion, it is clear that to pass a judgment on admission, the Court if thinks fit may pass an order at any stage of the suit. In case the judgment is pronounced by the Court a decree be drawn accordingly and parties to the case is not required to go for trial.
>
> 18. On the issue of discretion of Court to pass judgment on admission, a threeJudge Bench of this Court in the case of **S.M. Asif v. Virendar Kumar Bajaj – (2015) 9 SCC 287** made the legislative intent clear to use the word 'may' which clearly stipulates that the power under Order XII Rule 6 of CPC is discretionary and cannot be claimed as a matter of right. In the said case, the suit for eviction was filed by the Respondent-Landlord against the AppellantTenant. The relationship of tenancy was admitted including the period of Lease Agreement. The Plaintiffs' claim was resisted by the Defendant setting up a plea that the property in question was agreed to be sold by an agreement and the advance of Rs. 82,50,000/ was paid. The Defendant in course of taking the defense stoutly denied that Respondent/Plaintiff has continued to be the landlord

[9] Civil Appeal No. 4645 of 2022 decided on 6 July 2022.

after entering into Agreement to Sell. The suit for specific performance was also filed which of course was contested by the Plaintiff. In the said case, this Court was of the view that deciding such issues requires appreciation of evidence. Mere relationship of landlord and tenant cannot be said to be an unequivocal admission to decree the suit under Order XII Rule 6 of CPC. Resultantly, this Court by setting aside the judgment passed by the High Court remitted the matter back to the Trial Court subject to deposit of the arrears of the rent and the compensation for use of occupation of the suit premises. Such deposit was subject to final outcome of the eviction as well as suit for specific performance.

20. Learned counsel for the Appellant has placed heavy reliance on a judgment of **R. Kanthimathi (supra)**. In the said case, this Court has specified that any jural relationship between two persons could be created through an agreement and similarly could be changed through an agreement subject to the limitations under the law. However, it is urged that the relationship of the Appellant has now been changed to purchaser on signing the ATSI by landlord subsequent to lease agreement, therefore the relationship of landlord and tenant extinguishes. Reliance has also been placed on the judgment of **Himani Alloys Limited (supra)** and it has been urged by Appellant that in case the admission is not of the amount as alleged and not categoric and clear, the decree under Order XII Rule 6 cannot be directed. The case of **Hari Steel (supra)** has also been relied upon to contend that the relief under Order XII Rule 6 is discretionary and the Court should not deny the valuable right of the Defendant to contest the suit, meaning thereby, the discretion should be used only when there is a clear, categorical and unconditional admission and such right should not be exercised to deny valuable right of a Defendant to contest the claim based on defense taken. Further, relying upon the judgment of **Shrimant Shanrao Suryavanshi (supra)**, it has been contended that when a possession is with the Appellant by virtue of a part performance of agreement to sell as prescribed under Section 53 of the Transfer of Property Act, 1882, he has right to defend or protect his possession.

22. Be that as it may, the arguments advanced by both the sides, in our view can be appreciated by the Trial Court by affording opportunity to them to lead evidence. As per the pleadings, there may be admission to the extent of execution of the Lease Agreement, rate of rent and monthly payment but simultaneously the defense taken by the Defendant is also based on ATS-I, II and III. In view of the contents of those agreements and terms specified therein, the defense as taken by the Appellant/Defendant is plausible or not is a matter of trial which may be

> appreciated by the Court after granting pportunity to lead evidence by the respective parties. There may be admission with respect to tenancy as per lease agreements but the defense as taken is also required to be looked into by the Court and there is need to decide justiciability of defense by the full-fledged trial. In our view, for the purpose of Order XII Rule 6, the said admission is not clear and categorical, so as to exercise a discretion by the Court without dealing with the defense as taken by Defendant. As we are conscious that any observation made by this Court may affect the merit of either side, therefore, we are not recording any finding either on the issue of tenancy or with respect to the defense as taken by the Defendant. We are only inclined to say whether the judgment and decree passed in exercise of the power under Order XII Rule 6 of CPC is based on clear and categorical admission. In our view, the facts of the case in hand and the judgment in **S.M. Asif (supra)** are altogether similar, therefore, the ratio of the said judgment rightly applies to the present case. Consequently, the judgment and decree passed by the Trial Court, as confirmed by the High Court, only on admission of fact without considering the defense in exercise of power under Order XII Rule 6 of CPC is hereby set aside. The matter is remitted back to the Trial Court to decide the suit as expeditiously as possible affording due opportunity to the parties to record evidence that shall be appreciated by the Court on merit.

38) It is contended by Dr. Yusuf that since the power conferred on the Court under Order XII Rule 6 is discretionary, the facts involved in the present case do not warrant exercise of such discretionary power as the alleged admissions are not clear. I am unable to agree. There are clear and specific admissions on the part of Defendant No.5 that the sale transaction vide purported Agreement dated 31 July 2024 is an outcome of fraud. Defendant No.5 has already shown willingness to cancel the said transaction vide email communication dated 17 November 2024. There are admissions both in the correspondence, as well as, in the pleadings on behalf of Defendant No.5. I am therefore unable to accept Dr. Yusuf's submission that the admissions given on the part of Defendant No.5 are not clear so as not to exercise discretionary power under Order XII Rule 6 of the Code.

39) Plaintiff has also contended that since there is no challenge to Plaintiff's registered Agreement for Sale, an admission to Plaintiff's tittle must be inferred. It is also contended that the Agreement registered at prior point of time will alone be recognised to decide title ignoring the subsequently registered documents. In my view, it is not necessary to go into this issue. Since this Court is of the view that Plaintiff is entitled to pronouncement of judgment on admissions, it is not necessary to go into the issue of the effect of instrument registered at prior point of time, which argument is pressed into service to supplement the claim for pronouncement of the judgment on admissions. Therefore, it is not necessary to discuss the ratio of the judgment in ***Dilboo*** (supra) and ***Kaushik Premkumar Mishra*** (supra) relied upon by the Plaintiff.

40) The conspectus of the above discussion is that there are clear and specific admissions on the part of the contesting Defendants on the basis of which judgment can be pronounced in favour of the Plaintiff. Defendant Nos.1, 5 and 6 have admitted the claim of Plaintiff. Defendant Nos.5 and 6 are the real contesting Defendants in the Suit. Based on the admissions that purported Agreement dated 31 July 2024 is not executed by Defendant Nos.1 and 2 and that same is an outcome of fraud coupled with admission on the part of Defendant No.6 that he is no longer interested in claiming title in respect of the suit premises, in my view, the judgment can be pronounced granting declaration in favour of the Plaintiff in terms of prayer clause 16(a)(i). The Plaintiff is further entitled to declaration that Allotment Letter dated 9 May 2024, Agreement for Sale dated 31 July 2024 and Sale Deed dated 22 August 2024 are *ab initio void* warranting their cancellation. Based on admissions, Plaintiff is also entitled to injunctive relief against Defendant Nos.3 to 8 from claiming any right, title or interest in respect of the suit premises and restraining

them from alienating, creating third party rights or parting with possession of the suit premises. However, Plaintiff is not entitled to the relief of damages of Rs.10 crores as prayed for in prayer clause 16(a)(v) of the plaint as there is no admission in respect of the claim for damages. The Plaintiff therefore does not press for pronouncement of the judgment *qua* prayer clause 16(a)(v).

41) It however needs to be clarified that since judgment is being pronounced on admissions, the decree drawn in accordance thereto would bind only parties to the Suit and Plaintiff cannot rely on the decree to claim title in the suit against persons/entities who are not parties to the Suit. Also, the decree shall not come in the way of Defendants seeking their respective remedies against each other *qua* the suit premises.

42) I accordingly proceed to pass the following order :-

(i) Plaintiff is entitled to pronouncement of judgment on admissions in accordance with provisions of Order XII Rule 6 of the Code.

(ii) Plaintiff's suit is decreed and there shall be a decree in Plaintiff's favour in terms of prayer clauses 16 a.(i) to (iv), b. and c. of the Plaint, which read thus :-

> a. order, decree and declare that:
>
> > (i) the Plaintiff is sole and exclusive owner having absolute and sole right, title and interest in the suit premises being Flat No. 1304 admeasuring 205.20 sq mtrs on the 13th Floor together with 4 car parking spaces, in the building known as

"81 Aureate" situated at KC Road, Near Rangsharada, Bandra Reclamation, Bandra (W), Mumbai- 400 050 (more particularly described at Exhibit 'A'), under the Agreement for Sale dated 14th December 2020 duly registered with the Office of the Sub Registrar of Assurances at Bandra bearing registration no. BDR/1/11548/2020 (being Exhibit 'B' to the Plaint);

(ii) the Allotment letter dated 9th May 2024 executed in respect of the suit premises being Flat No. 1304 in the building known as "81 Aureate" situated at KC Road, Near Rangsharada, Bandra Reclamation, Bandra (W), Mumbai- 400 050 is illegal, void and of no legal effect whatsoever;

(iii) the Agreement for Sale dated 31st July 2024 registered with Office of Joint Sub Registrar Andheri No. 6 (Mumbai Sub urban Bandra) (Exhibit "E" to the Plaint) under registration no. BDR17-13389-24 is illegal, void and of no legal effect whatsoever and direct Defendant Nos. 3 and 5 to deposit the same with the Prothonotary and Senior Master of this Hon'ble Court and after it is so deposited, the same be cancelled and under the order and directions of this Hon'ble Court such cancellation be recorded in the public records on such terms and conditions as this Hon'ble Court may deem fit and proper;

(iv) the Sale Deed dated 22nd August 2024 registered with the Office of Sub Registrar Andheri -1 (Mumbai Sub urban Bandra) under registration no.BDR1-11521-2024 (Exhibit "F" to the Plaint) is unlawful, void and of no legal effect whatsoever and direct Defendant Nos. 5 and 6 to deposit the same with the Prothonotary and Senior Master of this Hon'ble Court and after it is so deposited, the same be cancelled and under orders and directions of this Hon'ble Court such cancellation be recorded in the public records on such terms and conditions as this Hon'ble Court may deem fit and proper;

b. pass an order as and by of a permanent injunction restraining Defendant Nos. 3 to 8 by themselves or their agents, servants, assignees, successors and/or any other persons claiming through or under them from in any manner (directly or indirectly) whatsoever relying upon or acting in furtherance of any of the impugned

documents viz.,: (i) Allotment letter dated 9th May 2024 (Exhibit "D" hereto); (ii) Agreement for Sale dated 31st July 2024 registered with Office of Joint Sub Registrar Andheri No. 6 (Mumbai Sub urban Bandra) under registration no. BDR17-13389-24 (Exhibit "E" hereto); and (ii) Sale Deed dated 22nd August 2024 registered with the Office of Sub Registrar Andheri - 1 (Mumbai Sub urban Bandra) under registration no.BDR1-11521-2024 in respect of the suit premises (Exhibit 'F' hereto) or otherwise holding themselves as owners of or otherwise associated with the suit premises;

c. pass an order of permanent injunction restraining Defendant Nos. 3 to 8 by themselves, their servants, agents or assigns or any other person claiming by, through or under them, from in any manner (directly or indirectly) dealing with, assigning, selling, transferring, alienating and/or creating any third party rights in respect of the suit premises, (more particularly described at Exhibit 'A').

(iii) Since the judgment is pronounced on admissions, the decree drawn in accordance with thereto shall bind only parties to the Suit.

(iv) The decree shall be drawn up accordingly.

(v) Since Plaintiff's claim is admitted by the contesting Defendants, there shall be no order as to costs.

[SANDEEP V. MARNE, J.]

NEETA SHAILESH SAWANT

Digitally signed by NEETA SHAILESH SAWANT
Date: 2025.09.23 19:42:28 +0530