

# Manoj Kumar Bansal vs Prem Arora + Tr.P.(C.) 47/2021 ... on 11 November, 2021

**Author: Vipin Sanghi**

**Bench: Vipin Sanghi, Jasmeet Singh**

\$~15 & 28 to 38.

\* IN THE HIGH COURT OF DELHI AT NEW DELHI

+	TR.P.(C.) 57/2021 MANOJ KUMAR BANSAL versus PREM ARORA	..... Petitioner
+	TR.P.(C.) 47/2021 SATYANARAIN KHANDELWAL versus PREM ARORA	..... Petitioner ..... Respondent
+	TR.P.(C.) 48/2021 MAHAVEER BANSAL versus PREM ARORA	..... Petitioner ..... Respondent
+	TR.P.(C.) 49/2021 ISHWAR SINGH versus PREM ARORA	..... Petitioner ..... Respondent
+	TR.P.(C.) 50/2021 PRAKASH CHAND MODI versus PREM ARORA	..... Petitioner ..... Respondent
+	TR.P.(C.) 51/2021 RADHEY SHYAM versus PREM ARORA	..... Petitioner ..... Respondent

Signature Not Verified  
Digitally Signed  
By: BHUPINDER SINGH  
ROHELLA  
Signing Date: 13.11.2021  
16:32:08

- |  |                    |
|--|--------------------|
| + TR.P. (C.) 52/2021<br>PRAKASH CHAND MODI<br>versus<br>PREM ARORA     | .....<br><br>..... |
| + TR.P. (C.) 53/2021<br>ISHWAR SINGH<br>versus<br>PREM ARORA           | .....<br><br>..... |
| + TR.P. (C.) 54/2021<br>MAHAVEER BANSAL<br>versus<br>PREM ARORA        | .....<br><br>..... |
| + TR.P. (C.) 55/2021<br>RADHEY SHYAM<br>versus<br>PREM ARORA           | .....<br><br>..... |
| + TR.P. (C.) 56/2021<br>SATYANARAIN KHANDELWAL<br>versus<br>PREM ARORA | .....<br><br>..... |
| + TR.P. (C.) 58/2021<br>MANOJ KUMAR BANSAL<br>versus<br>PREM ARORA     | .....<br><br>..... |

MEMO OF APPEARANCE:

Mr. Praveen Suri, Advocate for the petitioners in all matters

Signature Not Verified  
Digitally Signed  
By: BHUPINDER SINGH  
ROHELLA  
Signing Date: 13.11.2021  
16:32:08

CORAM:  
HON'BLE MR. JUSTICE VIPIN SANGHI  
HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

% 11.11.2021 TR.P.(C.) 57/2021 and C.M. Nos. 36114/2021 & 39801-39802/2021; TR.P.(C.) 47/2021 and C.M. Nos. 36093/2021 & 39900-39901/2021; TR.P.(C.) 48/2021 and C.M. Nos. 36095/2021 & 39913-39914/2021; TR.P.(C.) 49/2021 and C.M. Nos. 36098/2021 & 39902-39903/2021; TR.P.(C.) 50/2021 and C.M. Nos. 36100/2021 & 39934-39935/2021; TR.P.(C.) 51/2021 and C.M. Nos.

36102/2021, 39907/2021 & 39936/2021;

TR.P.(C.) 52/2021 and C.M. Nos. 36104/2021 & 39918-39919/2021; TR.P.(C.) 53/2021 and C.M. Nos. 36106/2021 & 39910-39911/2021; TR.P.(C.) 54/2021 and C.M. Nos. 36108/2021 & 39895-39896/2021; TR.P.(C.) 55/2021 and C.M. Nos. 36110/2021 & 39905-39906/2021; TR.P.(C.) 56/2021 and C.M. Nos. 36112/2021 & 39920-39921/2021; and TR.P.(C.) 58/2021 and C.M. Nos. 36116/2021 & 39897-39898/2021.

1. Issue notice to the respondent returnable on 10.01.2022.

C.M. Nos. 36113/2021, 36092/2021, 36094/2021, 36097/2021, 36099/2021, 36101/2021, 36103/2021, 36105/2021, 36107/2021, 36109/2021, 36111/2021 & 36115/2021.

2. Learned counsel for the petitioners seeks stay of the proceedings in the suits filed by the respondent to seek possession of the respective properties. The applications filed by the respondent/ landlord under Order XII Rule 6 CPC are pending consideration. The petitioners claim to be erstwhile tenants who have set up agreements to sell with the owner claiming that they have agreed to purchase their respective tenanted premises for consideration of Rs.12 Lakhs each.

3. The interim order sought by the petitioners is clearly to scuttle the hearing of the applications preferred by the respondent/ landlord under Order XII Rule 6 CPC. The petitioners having set up the agreements to sell cannot derive benefit thereof till they are able to establish the same as the said agreements are in serious dispute by the respondent/ landlord. On the other hand, there is no dispute about the ownership of the properties in question vesting in the respondent. We may refer to the decision of this Court in "Sunil Kapoor Vs. Himmat Singh & Others" CM (M) 1215/2007 dated 29.01.2010. The Court observed in Para 11 as follows:

"11. A mere agreement to sell of immovable property does not create any right in the property save the right to enforce the said agreement. Thus, even if the respondents/plaintiffs are found to have agreed to sell the property, the petitioner/defendant would not get any right to occupy that property as an agreement purchaser. This Court in Jiwan Das Vs. Narain Das AIR 1981 Delhi 291 has held that in fact no rights enure to the agreement purchaser, not even after the passing of a decree for specific performance and till conveyance in accordance with law and in pursuance thereto is executed. Thus in law, the petitioner has no right to remain in occupation of the premises or retain possession of the premises merely because of the agreement to sell in his favour."

4. The petitioners cannot take resort to Section 53A of the Transfer of Property Act, as the petitioners do not claim to have been put in possession of the suit properties under the agreements set up by them.

5. We are, therefore, not inclined to stay the proceedings in the suits filed by the respondent/ landlord. The proceedings in the said suits should continue. The concerned Courts dealing with the

said suits should proceed to dispose of the pending applications, including the one under Order XII Rule 6 CPC, without in any way being influenced by the pendency of these petitions.

6. These stay applications are, accordingly, dismissed.

VIPIN SANGHI, J JASMEET SINGH, J NOVEMBER 11, 2021 B.S. Rohella