

IN THE COURT OF SH. SACHIN SOOD
DISTRICT JUDGE-01 (CENTRAL): THC: DELHI



RCT – ARCT 8/2026
CNR NO. DLCT01-000567-2026

1. **HIMANSHU MITTAL**
S/O LATE SH. SURESH GUPTA
(PROP. OF M/S MITTAL CATERERS)
2720, CHOWK RAIJI, NAI SARAK,
ROSHANPURA, DELHI -110006.
2. **JAI PRAKASH**
S/O LATE SHRI BAIJ NATH
2720, CHOWK RAIJI, NAI SARAK,
ROSHANPURA, DELHI -110006.

.....APPELLANTS

V E R S U S

1. **TARA CHAND GUPTA**
S/O LATE SHRI RAM SWAROOP GUPTA
(SINCE DECEASED)
2. **SMT. SHYAM GUPTA**
W/O LATE SH. TARA CHAND GUPTA
BOTH THROUGH LR.

NEHA GUPTA
W/O SH. YOGESH BANSAL
R/O 2757, CHOWK RAIJI, NAI SARAK,
ROSHANPURA, DELHI -110006.
DELHI-110006.

.....RESPONDENTS

DATE OF INSTITUTION : 14.01.2026
DATE OF RESERVING : 14.03.2026
DATE OF ORDER : 24.03.2026

ORDER

1. The present appeal has been preferred against the orders dated 14.08.2025 passed by Sh. Rupinder Singh Dhiman: Ld. Additional Rent Controller (Central): THC : Delhi and is also against the order dated 20.12.2025 passed by Sh. Gaurav Goyal : Ld. ARC (Central): THC : Delhi.
2. For the sake of convenience, the parties are being hereinafter referred to as per their original status/rank before the Ld. Additional Rent Controller i.e. the appellants (*hereinafter shall be referred to as the 'respondents/ tenants'*) and the respondents (*herein shall be referred to as the 'landlord/petitioner'*).

BRIEF FACTS OF THE CASE

3. An eviction petition under Section 14(1)(a),(b),(j) of the Delhi Rent Control Act, was preferred by the landlord/respondent herein in the year 2012, against the tenants in respect of shop measuring 15'.4" x 8'.2" situated on the ground floor in property bearing No. 2720, Chowk Rai Ji, Gali Paharwali, Nai Sadak, Delhi-110006, stating that the respondents/tenants are in arrears of rent, who have not paid the rent from the year 2005 till the year 2012 and it has been contended that the appellants are habitual defaulters in payment of the same. It has further contended in the said eviction petition that the respondents/tenants have also illegally sub-letted, assigned and otherwise

parted with possession of the tenanted premises to respondent No. 3. As per the landlord/respondents herein they have issued legal notice dated 22.04.2012 upon the tenants i.e. respondents No.1 and 2 and despite the same the respondents have neither tendered nor paid the rent to the petitioner/landlord.

4. The tenants/respondents in the said petition have taken the plea that the suit property was taken on rent by Sh. Bajj Nath, who was the proprietor of M/s Bajj Nath and rent receipts were also issued in the name of Sh. Bajj Nath and after his demise, his legal heirs have become the tenants of the premises in question including Sh. Jai Prakash. It has been the contention of the tenants that Sh. Bajj Nath was paying regular rent to the landlords and the son of Sh. Bajj Nath (the original tenant) i.e. Suresh Gupta is the proprietor of Mittal Caterers is running his business from the tenanted premises let out on rent to Sh. Bajj Nath. Hence, it was submitted that there has been no subletting and accordingly ground of eviction under Section 14(1)(b) of the Delhi Rent Control Act are not made out. It has been submitted by the tenants that Sh. Jai Prakash and Sh. Suresh Gupta are both the legal heirs of Late Sh. Bajj Nath and have every right to use the tenanted premises. It has been submitted by the tenants that a reply was issued by them to the legal notice dated 22.04.2012, and a money order of Rs. 4,810/- which has been refused by the landlord. It was accordingly denied that the respondents are in default in the payment of rent and it has been prayed that the eviction petition be dismissed. Thereafter, replication was filed reiterating the contents of the eviction petition.

5. Vide order dated 30.04.2013, noting the fact that the relation of landlord and tenant had been admitted between the parties and also noting the fact that the respondents are in arrears of rent during the legally recoverable period, the respondents /tenants were directed to deposit the same under Section 15(1) of the of the Delhi Rent Control Act @ Rs. 130/- per month w.e.f April 2009 till the date of the said order in the bank account of the landlord/petitioner within one month from the date of the said order together with interest @15 % per annum and it was ordered that the respondent shall continue to deposit the monthly rent @ Rs. 130/- in the Court or in the bank account of the petitioner/landlord during the pendency of the eviction petition latest by the 15th day of every succeeding English calender month.
6. After detailed evidence having been led in the present matter, vide order dated 13.02.2025, it was held by the Court of Ld. Additional Rent Controller that no case has been made out under the Provisions of 14(1)(j) of the Delhi Rent Control Act. It was further held that the landlord was not able to prove his case under Section 14(b) of the Delhi Rent Control Act, who could not prove the sub-letting of the premises by respondent No.1 and 2 in favour of respondent No. 3.
7. However, on the aspect of the non-payment of rent i.e. 14(1)(a) of the Delhi Rent Control Act, it was held by the Ld. Additional Rent Controller, that there is no dispute between the parties so far as relationship of landlord and tenant is concerned. It has further been held by the Ld. Additional Rent Controller, that there is no dispute also in the rate of rent i.e. to be @ Rs. 130/- per month Ld. Rent Controller also noted that the admissions were made by RW-1 in his cross examination to the effect that after the demise of his father i.e. Sh. Baij

Nath, he never paid rent to the landlord, who expired on 28.06.2005. Further in his cross-examination RW-1 also admitted that he is not aware as to whether any of his brothers or sisters have paid rent to the landlords after the demise of his father. He also admitted that he do not have any knowledge as to whether the money order for an amount of Rs. 4,810/- had been issued to the landlords. He clearly admitted that no record of the alleged money order for an amount of Rs. 4,810/- has been placed on record. He also admitted that he has no knowledge as to whether any application for the deposit of the rent has been preferred consequent upon the refusal of the money order of Rs. 4,810/- by the landlord. Based upon the aforesaid testimony of RW-1, it was thus held that the tenants/ petitioners herein have failed to prove that in fact the money order of Rs. 4,810/- was sent to landlord/ respondent herein and also that consequent upon the refusal of the money order by the landlord / respondent herein, no application of deposit of rent in terms of Section 27 of the Delhi Rent Control Act was filed by the tenants. It was thus concluded by the Ld. Additional Rent Controller that all the ingredients of Section 14(1)(a) of the Delhi Rent Control Act stood established by the landlord/respondents herein.

8. Thereafter, noting the fact that there has been a default in the payment of the rent, the matter was listed for considering as to whether the benefits of Section 14(2) of the Delhi Rent Control Act can be extended to the tenants keeping in view the fact that the orders under Section 15(1) of the Delhi Rent Control Act dated 30.04.2013 already stood passed in favour of the tenants. Thereafter, the Ld. Counsel for landlord/ respondent herein file his affidavit pointing out that there has been 34 defaults which has been committed by the

tenant/petitioner herein. Affidavit was also filed by the tenant / petitioner herein stating that there had been 05 defaults in terms of order dated 30.04.2013. The Ld. Additional Rent Controller duly noted the admissions made on the part of the tenant / petitioner herein to the effect that w.e.f the year 2017 till the year 2024, the following defaults have been committed by the tenant/petitioner herein:

a) February 2017	g) May 2021	m) November 2023
b) August 2017	h) June 2021	n) December 2023
c) January 2021	i) July 2023	o) January 2024
d) February 2021	j) August 2023	p) February 2024
e) March 2021	k) September 2023	
f) April 2021	l) October 2023	

9. Noting the aforesaid defaults, a finding has been returned that the defaults are not only multiple but are also regular despite the condonation of the defaults having been carried out vide order dated 30.09.2013. It has been noted that the defaults have been committed by the tenant/petitioner herein despite him being aware of the benefits of the order having been granted under Section 15(1) of the Delhi Rent Control Act, and, it was thus, held that the defaults were not in any manner made due to a bonafide mistake but were in utter disregard to the order 30.04.2013. It has further been noted that the defaults continued for the month w.e.f July 2023 till February 2024, and the rent for the said period was only deposited on 26.02.2024. It was thus concluded that the defaults were willful, deliberate and contumacious and keeping in view

the fact that there has been second default, **an eviction order 14.08.2025, was passed against the petitioner herein in respect of the tenanted premises i.e. Shop measuring 15'.4" x 8'.2" feet in property bearing municipal No. 2257, Chowk Rajji, Gali Paharwali, Nai Sadak, Delhi-110006, as shown in red colour in Ex. AW-1/6.**

10. Keeping in view the fact that, the eviction petition was in respect of the premises bearing Shop No. 2720 situated at Gali Pahariwali, Chowk Rajaji, Nai Sadak, Delhi-110006, as per AW-1 which was actually the property under the tenancy of the petitioners herein i.e. 2720, Chowk Rajji and the municipal number of the said shop was clearly mentioned in para 1 of the eviction petition, noting the inadvertent mistake, an application was maintained by the landlord/ respondent herein for correcting the typographical error in the judgment dated 13.02.2025 and order dated 14.08.2025, who accordingly sought seeking correction in the number of the property in question. The Ld. Additional Rent Controller realizing the inadvertent error/clerical mistake which had crept in the judgment dated 13.02.2025 and 14.08.2025, on an application preferred by the landlord in exercise of powers under Section 152 CPC corrected the said mistake vide order dated 20.12.2025, and the tenanted premises were ordered to be read as **'2720, Gali Pahariwali, Chowk Rajaji, Nai Sadak, Delhi- 110006'**. The present appeal has been preferred by the petitioner/tenant herein initially against the order dated 20.12.2025, however, vide order dated 06.02.2026, on an application and based upon the consent given by the counsel for the respondent/landlord, the present appeal was ordered to be maintained also against the order dated 14.08.2025.

GROUND OF APPEAL

11. The petitioner vide the present appeal has primarily raised the following ground:

(a) The Controller failed to follow proper procedures, such as : Making an order based on extraneous consideration not present in the record.

(b) The order deprives as party of a substantial and important right without proper justification.

(c) The order fails to decide a substantial key issue between the parties, or a key aspect of it.

(d) Because of the Ld. Trial Court has acted in a manner which is contrary to law and all well-established norms of dispensing justice.

(e) Because of the Ld. Trial Court has not appreciated the facts enumerated in the affidavit of appellant and the arguments adduced on behalf of the appellant at all since these contentions and arguments have neither been considered nor discussed in coming to impugned judgment and decree and as such impugned judgment and decree is liable to be quashed and set aside.

(f) Because the Ld. Trial Court has misapplied the judgment passed by the Hon'ble Supreme Court in understanding the ratio-decided in the said judgment.

(g) Because there were sufficient evidence in the form of his affidavit lead by the respondent/appellant to prove the issue raised in the petition and the respondent has failed to effectively rebut the same which has rebuked in miscarriage of justice.

(h) Because the case as appears on records, it was a fit case where the benefit of Section 14(2) should have given to the appellant.

(i) Because Ld. Trial Court failed to consider that default in payment of rent and delay in payment of rent in the present case is neither willful, deliberate nor contumacious and benefit of Section 14 (2) should be given.

ANALYSIS AND FINDINGS

12. The core issue involved in the present appeal is as to whether there is any infirmity either in the orders dated 14.08.2025 or in the order dated 20.12.2025, as passed by the Court of Ld. Additional Rent Controller. As stated in the foregoing, vide order dated 13.02.2025, it was held that the petitioners/ respondent herein have succeeded in establishing their case under Section 14(1)(a) of the Delhi Rent Control Act against the respondents/ appellant herein. It was held that the petitioner/ respondent herein was able to meet all the requirements as enshrined under Section 14(1)(a) of the Delhi Rent Control Act. Accordingly, vide the aforesaid order a separate file was directed to be prepared for the purposes of determining the question as to whether the appellant herein can be granted the benefits of Section 14(2) of the Delhi Rent Control Act. Vide order dated 14.08.2025, the Court of Ld. Additional Rent Controller, held that the appellant herein had admittedly committed repeated defaults in the deposit of rent for the following periods:

a) February 2017	g) May 2021	m) November 2023
b) August 2017	h) June 2021	n) December 2023
c) January 2021	i) July 2023	o) January 2024

d) February 2021	j) August 2023	p) February 2024
e) March 2021	k) September 2023	
f) April 2021	l) October 2023	

13. Accordingly, it was held that Ld. Additional Rent Controller that the defaults despite there having been previously condoned vide order dated 30.09.2013, were yet again committed which were not only multiple but regular. Vide the aforesaid order dated 14.08.2025, the Ld. Additional Rent Controller rejected the contention that due to confusion due to the demise of respondent No.2 rent could not be deposited for the period of January-June 2021, since the rent thereafter was deposited only in June 2023. As per the Court of Ld. Additional Rent Controller, the appellant herein was clearly aware of the order dated 30.04.2013, whereby, benefit under Section 15(1) of the DRC Act had been extended to the appellant herein. While passing the order dated 14.08.2025, it was duly recorded that there have been defaults in the payment of deposit of rent w.e.f period July 2023 to February 2024, and the deposit for the said months was made on 26.02.2024, and accordingly it was held that the conduct of the petitioner herein had all throughout been careless, negligent and utter disregard to the order dated 30.04.2013.

14. Before adverting to the settled legal position, it is relevant herein to reproduce the Section 14 (1)(a), 14 (2) and Section 15 of The Delhi Rent Control :

“14 Protection of tenant against eviction- (1) Notwithstanding anything to the contrary contained in any other law or contract, no

order or decree for the recovery of possession of any premises shall be made by any court or Controller in favour of the landlord against a tenant:

Provided that the Controller may, on an application made to him in the prescribed manner, make an order for the recovery of possession of the premises on one or more of the following grounds only, namely:-

(a) that the tenant has neither paid nor tendered the whole whole of the arrears of the rent legally recoverable from him within two months of the date on which a notice of demand for the arrears of rent has been served of him by the landlord in the manner provided in Section 106 of the Transfer of Property Act, 1882 (4 of 1882);

14.2 No order for the recovery of possession of any premises shall be made on the ground specified in clause (a) of the proviso to sub-section (1) if the tenant makes payment or deposit as required by Section 15:

Provided that no tenant shall be entitled to the benefit under this sub-section, if, having obtained such benefit once in respect of any premises, he again makes a default in the payment of rent of those premises for three consecutive months.

15. When a tenant can get the benefit of protection against eviction – (I) In every proceeding of the recovery of possession of any premises on the ground specified in clause (a) of the proviso to sub-section (I) of section 14, the Controller shall, after giving the parties an opportunity of being heard, make an order directing the tenant to pay the landlord or deposit with the Controller within one month of the date of the order, an amount calculated at the rate of rent at which it was last paid for the period for which the arrears of the rent were legally recoverable from the tenant including the period subsequent thereto up to the end of the month previous to that in which payment or deposit is made and to continue to pay or deposit, month by month, by the fifteenth of each succeeding month, a sum equivalent to the rent at that rate.

(6) If a tenant makes payment or deposit as required by sub-section (1) or sub-section (3), no order shall be made for the recovery of possession on the ground of default in the payment of rent by the tenant, but the Controller may allow such costs as he may deem fit to the landlord.

(7) If a tenant fails to make payment or deposit as required by this section, the Controller may order the defence against eviction to be struck out and proceed with the hearing of the application.”

15. The Hon'ble Apex Court in the matter of '**Ram Murti v. Bhola Nath**' AIR 1984 SC 1392 has held as follows:

*“The words “as required” by Section 15 (1) must be construed in a reasonable manner. If the Rent Controller has discretion under Section 15(7) not to strike out the defence of the tenant, he necessarily has the power to extend the time for payment of future rent under Section 15 (1) where the failure of the tenant to make such payment or deposit was due to circumstances beyond his control. The previous decision in **Hem Chand's** case interpreting 15 (7) and 14(2) in the contest of Section 15(1) of the Delhi Rent Control Act although not expressly overruled cannot stand with the subsequent decision in **Shyam Charan's** case interpreting the analogous provisions of the Madhya Pradesh Accommodation Control Act 1961 as it is of a larger bench”.*

16. '**Kamla Devi v. Vasdev**' 1995 SCC (1) 356 had laid down that it is permissible to extend the time of payment under Section 15 (1) of the DRC Act.

17. In the matter of '**Shanti Prashad Jain (D) Thr.Lrs vs, Prakash Narain Mathur**' AIR ONLINE 2009 SC 33, the Apex Court referred to the cases of '**Jain Motor Car Co. Delhi vs. Swayam Prabha Jain (Smt.)**' by Anr. [1996 (3) SCC 55] and

'Aero Traders (P) Ltd. vs. Ravinder Kumar Suri' [2004 (8) SCC 307] and vide para 14 thereof it was held as follows:

“So far as Jain Motor Car case (supra) is concerned, this Court has held that striking out the defence under Section 15(7) of the Act in paying or depositing the rent in compliance with the order passed under Section 15(1) of the Act is discretionary in nature and in appropriate cases having regard to the facts and circumstances, it is open to the Rent Controller to exercise his power to condone the delay in deposit of rent. It was also held in that decision that the Rent Controller at the same time is entitled to strike out the defence if the Rent Controller finds that default in deposit of rent was willful default and, therefore, the Rent Controller is conferred with the power to exercise his discretion to strike out the defence under Section 15(7) of the Act. So far as Aero Traders (P) Ltd. case (supra) is concerned, a Three-Judge Bench of this Court similarly laid down that the power to strike out the defence under Section 15(7) of the Act was discretionary in nature.”

Thus, from the aforesaid it can be concluded that the Rent Controller has the discretion to condone the delay. However, there is also no dispute to the proposition that the benefit which is available to a party under a Special Legislation, must be given to him, only if he makes a strict compliance of the said legislation.

18. Applying the ratio of the aforesaid settled proposition in the present case, the Ld. Additional Rent Controller came to the conclusion to the effect that there have been repeated defaults in the deposit of rent in the various month. As per the Ld. Additional Rent Controller, the defaults were willful, deliberate and contumacious and the Ld. Additional Rent Controller has declined to the

appellant the benefit of Section 14(2) of the Delhi Rent Control Act, who was perfectly justified in passing the order of eviction.

19. In the present case, the tenant/ appellant himself has filed an application seeking condonation of delay, whereby, it has clearly been admitted by the appellant that he has not deposited the rent for the period commencing with effect from January 2021 to June 2021 and July 2023 to February 2024, besides two more defaults in the payment of each of one month's rent. In view of the admitted defaults having been committed by the appellant herein, the appellant/tenant failed to avail the obligatory benefits accruing to him. The Ld. Additional Rent Controller duly noting the fact that there have been repeated defaults in the deposit of rent in various months which were willful, deliberate and contumacious has declined to the appellant the benefit of Section 14(2) of the DRC Act, and has accordingly passed the order of eviction. The Ld. Additional Rent Controller noted the fact that there have been admitted defaults by the appellant in the deposit of rent which are not only multiple but regular who rightly came to the conclusion that the admitted defaults were despite the order dated 30.09.2013, whereby, previous defaults had been condoned. The Additional Rent controller rightly rejected the contention of the appellant to the effect that the defaults in the payment of rent for the period of January-June 2021, arose due to the demise of Respondent No 2 since the Respondent had thereafter deposited the rent for the said period in the year 2023 which clearly as rightly noted by the Ld. Additional Rent Controller, showed the awareness on the part of the Respondent to the order having been passed under Section 15(1) of the DRC Act. The Ld. Additional Rent Controller rightly came to the conclusion that

even after having deposited the rent in the year 2023, the Appellant even, thereafter, took no steps to deposit the rent for the period July 2023 till February 2024, and that deposit too was made only after the order dated 13.02.2025, whereby, the respondents had been successful in establishing their case under Section 14 (1) (a) of the Delhi Rent Control Act, 1958 and had further filed the affidavit with respect to the period of defaults having been committed by the Appellants.

20. In the considered opinion of this Court, the Ld. Additional Rent Controller has rightly exercised his discretion not to condone the delay in the deposit of rent in favour of the Appellant who have violated the order dated 30.04.2013, with impunity and the defaults under no circumstances could not be said to have not been committed other than intentional disregard to the protective order dated 30.04.2013. The Ld. Additional Rent Controller rightly came to the conclusion that the contention of the appellant that due to the confusion, the rent for the period w.e.f January to June 2021, could not be deposited was devoid of merits since thereafter, the rent for the period from July 2021 to June 2023 was deposited in the year 2023, which implied the knowledge of the order under Section 15(1) of the DRC Act having been passed.

21. The Court of Ld. Additional Rent Controller rightly came to the conclusion that the contention of the appellant which has also been urged before this Court that the defaults committed in the deposit of rent for the period July 2023 to February 2024, could not be deposited since the appellant was suffering from financial hardship and of his going into depression were merely bald averments since no particulars have been placed on record qua the said contention. It was thus rightly concluded by the Court of Ld.

Additional Rent Controller that the admitted defaults committed by the appellant herein were willful, deliberate and contumacious.

22. Even in the present appeal besides reiteration of the said bald averments nothing has been placed on record to show that the appellant was not possessed of sufficient means to even deposit a meager rent of Rs. 130/- per month. Although there is no dispute with the legal proposition that the Rent Controller has the power to condone the delay in defaulting the payment of rent pursuant to an order having been passed under Section 15 (1) of the Delhi Rent Control Act, hence, there is no dispute with the legal propositions as urged by Ld. Counsel for the appellant by placing reliance upon the case law cited in the matter of '*C.L. Nagpal v. Dharam Pal Singh*' (1985) (8) DRJ 229, '*Kamla Devi v. Vasdev*' 1995 SCC (1) 356, '*Balwanti Devi v. Shri Mahesh Kumar Chopra*' (date of judgment 01.02.2012) in CM(M) No. 1635/2007, '*Ramesh Kumar v. Yasmeen Fatima & Ors.*' (date of decision 28.09.2012) in CM(M) No. 568/2012 and '*Anita Devi Tulsian v. Subh Karan since deceased through its Legal Representative & Ors.*' 2021 (1) RCR (Rent) 476. However, the facts of the said case are not analogous to the facts of the present case. In the said cases, the delay in the deposit of rent in compliance to the order passed under Section 15 (1) of the DRC Act was only for a minuscule period and could not have been said to have been willful, intentional or deliberate which is contrary to the facts and circumstances of the present case. Accordingly, the aforesaid citations are of no help to the appellant. Even the facts of the cited case '*Anita Devi Tulsian v. Subh Karan deceased through its Legal Representative & Ors.*' are at variance with the facts and circumstances of the present case, since in the said case the tenant

was not at default in depositing the rent prior to the filing of the petition under The Slums Act and the delay of few months in depositing the rent which was being deposited in advance could not have been said to have been willful or contumacious.

23. In view of the aforesaid, **the present appeal which has been preferred against the order 14.08.2025, being meritless is dismissed. Thus, the Ld. Additional Rent Controller rightly held that the defaults as committed by the Appellants were willful, deliberate and contumacious.**

24. Ld. Counsel for the appellant has vehemently contended that the Ld. Additional Rent Controller has passed the order dated 20.12.2025, whereby, on an application preferred by the respondent under Section 152 CPC, without issuing any notice, corrections in the address of the property qua which eviction decree has been passed has been made. It may be noted that vide the aforesaid application, the respondent herein sought correction in the address of the tenanted premises mentioned in para 1 in order dated 13.02.2025 and para 14 of order dated 14.08.2025. In para 1 of the judgment dated 13.02.2025, it was recorded as follows:

“1. The case of the petitioner, who are husband and wife, is that the respondents No.1 and No.2 are tenants with respect to the shop measuring 15’4” x 8’2” fee in the property bearing municipal number 2257, Chowk Rai Ji, Gali Pharwali, Nai Sarak, Delhi-110006 (herein referred to as (“tenanted premises”) and more specifically shown in red colour in the site plan annexed with the petition.

14. Therefore, as it is the case of second default Respondent becomes liable to the evicted from the Tenanted. Hence, eviction order is passed in favour of the petitioner and against the respondent in respect of the tenanted premises i.e. shop

measuring 15'.4" x 8'.2" fee in the property bearing municipal number 2257, Chowk Rai Ji, Gali Pharwali, Nai Sarak, Delhi - 110006 and more specifically shown in red colour in the site plan EX AW-1/6 filed with the eviction petition."

It was thus contended that inadvertently a wrong municipal number was provided which in fact is 2720 instead 2257, whereas, the other details of the said property are correct.

25. Vide order dated 20.12.2025, the Court of Ld. Additional Rent Controller, noting the inadvertent clerical error, deemed it appropriate to correct the same so as to bring it in conformity with the actual decision and accordingly allowed and disposed the said application filed under Section 152 CPC and it was ordered that the tenanted premises be read over as '**2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi -110006**'.

26. Perusal of the eviction petition as filed by respondent/ landlord goes to show that vide para 1 thereof, the municipal number of the premises is clearly mentioned as '**2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi-110006**'. Further, the respondents are shown to be in occupation of the premises bearing No. 2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi-110006, as per the Memo of Parties and also in para 3(b) of the eviction petition. The petitioner herein, in reply to para 1 and 2 of the written statement on merits have not denied that they are not in occupation of the tenanted premises situated at 2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi-110006, including the contents of para 3(b) of the eviction petition. Infact, the petitioner herein has contended that the tenanted premises situated at 2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi -110006 were let out

to Sh. Baij Nath and rent receipt was also issued in his favour. The petitioner further in the list of document have placed on record the rent receipt issued in the name of Sh. Baij Nath pertaining to property bearing No. 2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi-110006. Moreover, in the reply to the legal notice which has been placed on record by the petitioner herein, a clear reference to the tenanted premises situated at 2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi -110006 has been mentioned. Moreover, the affidavits sworn by the petitioners clearly mentions the address of the premises i.e. 2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi-110006. No objection, whatsoever, has been taken by the petitioner herein in the written statement disputing that the tenanted premises comprising of the shop admeasuring 15'.4" x 8'.2" as shown in the site plan were infact not situated at 2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi-110006 but were situated at bearing No. 2257, Chowk Rai Ji, Gali Paharwali, Nai Sadak, Delhi-110006. Perusal of the site plan shows that the tenanted premises therein i.e. Ex. AW-1/6 are clearly stated to be situated at 2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi-110006, which site plan has not been denied by the petitioner herein.

27. Thus, **in the considered opinion of the Court, vide order dated 20.12.2025, the Court of Ld. Additional Rent Controller was perfectly within its rights to correct the typographical / inadvertent clerical mistake** in as much as correcting address of the property in question from '2257, Chowk Rai Ji, Gali Paharwali, Nai Sadak, Delhi-110006' to '2720, Chowk Raiji, Gali Paharwali, Nai Sarak, Delhi-110006' **in exercise of powers under Section 152 CPC.** Needless to say that Section 152 CPC, empowers the Court to correct any

clerical or arithmetical mistakes in the judgments, decrees or orders or errors arising therein from any accidental slip or omission either its own motion or on the application of any of the parties. Thus, **the approach of the Court of Ld. Additional Rent Controller in as much as correcting the typographical/ inadvertent clerical mistake in correcting the address of the property in question cannot be faulted with and that too in exercise of powers under Section 152 CPC, vide the impugned order dated 20.12.2025.**

28. Thus, the present appeal thus bereft of any merits is dismissed.

29. No orders as to costs.

30. A copy of this order be sent to the Court of Ld Additional Rent Controller.

31. Appeal file be consigned to Record Room.

**Announced in the open court
on 24th March 2026**

**(SACHIN SOOD)
District judge-01 (Central)
Tis Hazari Courts: Delhi**