

**IN THE COURT OF RENT CONTROL TRIBUNAL
WEST DISTRICT : TIS HAZARI COURTS : DELHI**

**RCT ARCT No. 08/2026
CNR No. DLWT01-003342-2026**

Madan Lal Sharma

S/O Sh. Net Ram

R/O-3026/7

Ranjeet Nagar

Shiv Chowk, Delhi-110008.

....Appellant

Versus

**Sh. Yash Pal Mahajan (since deceased
through LRs)**

1. Smt. Savita Mahajan

W/o Sudhir Mahajan

R/o B-1/603, Janakpuri

New Delhi

2. Sh. Sarvesh Mahajan

3. Sh. Sandeep Mahajan

4. Sh. Mukul Mahajan

All R/O-B1-419

Janakpuri, New Delhi.

....Respondents

Date of institution	:	17.03.2026
Date of reserving Judgment	:	22.07.2026
Date of pronouncement	:	30.07.2026

JUDGMENT

1. This is an appeal under Section 38 of the Delhi Rent Control Act, 1958 (hereinafter 'the DRC Act') filed by the appellant/tenant aggrieved by the order dated 07.02.2026 passed by the Id. ARC (West), THC, Delhi, in Misc RC ARC No. 21/2025 titled as

Yashpal Mahajan (since deceased) v. Madan Lal Sharma whereby Id. ARC denied the benefits of Section 14(2) DRC Act to the appellant / tenant and an eviction order was passed in respect of the suit premises bearing No. 3026/7, First Floor, Ranjit Nagar, Shiv Chowk, New Delhi-110008, specifically shown in blue colour of the site plan Ex. PW-2/1 (hereinafter referred to as the ‘tenanted premises’).

2. For the sake of convenience, I would be referring to parties as per their nomenclature before the Id. Trial Court. Therefore, the appellant would be referred to as ‘tenant’ and the respondents would be referred as ‘landlord’.

BRIEF FACTS

3. Briefly stated, the facts of the present case are that on 16.11.2013, the landlord filed petition under Section 14 (1) (a) and Section 14 (1) (j) of the DRC Act bearing No. E-132/2013 renumbered as RC ARC No. 25240/2016 for arrears of rent @ Rs. 3000/- per month and for the unauthorized construction done by the tenant on the tenanted premises and praying for the eviction order in respect of the tenanted premises against the tenant.
4. It is averred that on 24.01.2014 the tenant filed written statement. It is further averred that 08.09.2015 during the pendency of the eviction petition Id. ARC passed order under Section 15(1) of DRC Act and directed the tenant to deposit the rent @ Rs. 500/- per month w.e.f. 01.11.2013 to 08.09.2015 within one month and to continue to pay or deposit the future rent at the same rate by 15th

of each succeeding English calendar month.

5. It is further averred that after completion of trial, Id. ARC vide judgment dated 28.08.2025 allowed the petition under Section 14 (1) (a) of DRC Act and dismissed the same qua Section 14 (1) (j) of DRC Act and modified the order dated 08.09.2015 vide judgment dated 28.08.2025.
6. It is further averred that the tenant prior to 28.08.2025 has already deposited the rent for the period of 01.11.2013 to February 2020 except June 2019. It is further averred that interest on rent of June 2019 is Rs. 480/- i.e. rent + interest = Rs. 981/- is due on 28.08.2025 and the rent from the period 01.05.2011 to 31.10.2013 is Rs. 15,000/- and interest till 28.08.2025 is 29,719/- and rent for the period March 2020 to October 2025 is 34,000/- and interest till 25.09.2025 on arrear of rent is Rs. 13,406/-. The total rent in arrear is Rs. 49,500/- and interest @ 15 % calculated on monthly due basis is Rs. 43,606/- i.e. total amount paid on 25.09.2025 is Rs. 93,106/- which the tenant paid on 25.09.2025 which include one month advance rent for the month of October 2025, and, thereafter, the tenant is depositing rent @ Rs. 500/- per month.
7. The tenant filed the written statement before the Id. ARC in which he has submitted that the application / petition filed by the landlord is not maintainable as the landlord did not serve the statutory notice under Section 106 of Transfer of Property Act. He is a tenant and the rent of the tenanted premises under occupation of the tenant is Rs. 500/- per month. The landlord has been

receiving the rent regularly in cash but never issued any receipt when the same was tendered to him. The landlord has filed a false and forged receipt dated 13.02.2012 alongwith his petition. The tenant did not raise any construction at the first floor of the suit property which was let out to him.

GROUND FOR APPEAL

8. The impugned order has been challenged on the following grounds which are as under :-
 - i. The ld. trial court has passed the impugned order without application of mind on the facts and documents produced on record by the tenant and failed to consider that there is no default in compliance of judgment dated 28.08.2025 as such the impugned order dated 07.02.2026 is not in accordance with law and liable to be set aside.
 - ii. The ld. trial court has not appreciated the ratio of law laid down in the judgment in ***Pawan Kumar Gupta v. B.R. Gupta*** AIR 2017 SC 2834, otherwise, this judgment is not applicable to the facts of the present matter.
 - iii. The ld. trial court vide judgment dated 28.08.2025 modified the order dated 08.09.2015 passed under Section 15(1) of DRC Act directing the tenant to deposit rent @ Rs. 500/- per month from 01.11.2013 to 28.08.2025 along with interest @ 15% p.a. within one month and the rent already deposited (as per the report of Nazir) will be adjusted. The tenant duly complied with order dated 28.08.2025 and paid Rs. 93,106/- on 25.09.2025 which include one month advance rent for the month of October 2025, and, thereafter, depositing the rent regularly @ Rs.500/- per month.

- iv.** The ld. trial court has not considered that the order dated 08.09.2015 was interim order based on the basis of admitted rent paid by the tenant and order dated 28.08.2025 is not modified order, rather it is final order because it is passed after completion of trial.
- v.** The ld. trial court has not considered the settled law that modification of interim order is permitted during trial and not after completion of trial, so the order dated 07.02.2026 is bad in law hence liable to be set aside.
- vi.** The ld. trial court also not considered the settled law that when a final order is passed, all previous interlocutory or interim orders in that proceedings merges into it, and the final order alone becomes enforceable. An order under Section 15(1) is not a final judgment but a temporary directive based on prima facie evidence. The final order may modify the interim order to reflect the accurate, adjudicated amount of arrears. The tenant is required to comply with the modified, final directions to receive protection against eviction. If the tenant fails to comply with the interim order, an application can be made to strike out the defence; however, the final assessment of arrears often supersedes earlier, provisional calculations and once the final order is passed, the interim order ceases to exist independently so the order dated 07.02.2026 is bad in law hence liable to be set aside.
- vii.** The ld. trial court also not considered that the tenant has explained the reason for delay in compliance of interim order dated 08.09.2015 during arguments that the tenant is poor person having no source of income and totally dependent up on his son for daily

need and due to Covid 19 pandemic, he could not arrange the fund to deposit the rent but has complied with the final order dated 28.08.2025 after taking loan.

9. No reply has been filed on behalf of the landlord to the present appeal.
10. Arguments were addressed by Sh. Surender Mishra, Id. Counsel for the tenant and Sh. Parth Mahajan, Id. Counsel for the landlord.
11. Id. counsel for the tenant has argued that the order dated 08.09.2015 passed under Section 15 (1) of the DRC Act was modified vide order dated 28.08.2025, wherein the directions have been issued to the tenant to deposit the arrears of rent along with the interest at the rate of Rs. 500/- per month from 01.05.2011 till the date of order along with simple interest at the rate of 15 % p.a. within one month from the date of order dated 28.08.2025 and respondent was further directed to continue to pay or deposit rent at the rate of Rs. 500/- p.m. on or before 15th of each succeeding English Calender month. It was made clear that the rent already deposited (as per the report of Nazir) will be adjusted. This order has been complied by the tenant, though order dated 08.09.2015 has merged with the order dated 28.08.2025. It is further argued that the rent controller has the discretionary power to condone the default on the part of the tenant in making payment or deposit of the future rents and this position has been recognized in the judgment passed by the Hon'ble Supreme Court in the case titled

as *Ram Murti v. Bhola Nath & Anr. (1984) 3 SCC 111* and *Madan Lal Jain v. Smt. Kaushalaya Devi 119 (2005) DLT 488* and *Subhash Chander v. Arjan Kaur 23 (1983) DLT 48*.

12. Ld. counsel for the landlord has argued that the tenant has defaulted in payment of rent for the month of June 2019 and March 2020 till August 2025 and such defaults have not been disputed as such no benefit can be provided to the tenant under Section 14(2) read with Section 15(1) of DRC Act and ld. ARC has rightly passed the eviction order.

13. It is further argued that the submission of the tenant that since the order dated 08.09.2015 has merged / modified with the final judgment dated 28.08.2025, and, hence there was no need of compliance qua the order dated 08.09.2015 separately, is misconceived and baseless as in much as the order dated 08.09.2015 was passed based on the basis of the admission of tenant and uncontroverted facts, which is necessary to be complied with. The timeline of payment of rent in a petition under Section 14(1)(a) read with Section 15(1) of DRC Act is of utmost importance, and, in case of default, the tenant in no manner can be protected as per Section 14(2) read with Section 15(1) of DRC Act.

14. It is further argued that the sole issue in the present appeal is whether the order dated 08.09.2015 can be considered for the benefit of Section 14(2) of DRC Act or only the final judgment and compliance thereof is to be seen for the said purpose. In this regard, ld. counsel for the landlord has relied upon upon *Pawan*

Kumar Gupta v. B.R. Gupta AIR 2017 SC 2834 in support of his arguments.

15. Written submissions have been filed on behalf of the landlord in which he reiterated the submissions made at the time of arguments.

DECISION

16. It would be expedient to set out the relevant provisions of the Delhi Rent Control Act, 1958.

Section 14(1) (a) of the Act

14 (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 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);

Section 14 (2) of the Act

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.

Section 15 (1) of the Act

15. When a tenant can get the benefit of protection against eviction.—(1) In every proceeding of the recovery of possession of any premises on the ground specified in clause (a) of the proviso to sub-section (1) of section 14, the Controller shall, after giving the parties an opportunity of being heard, make an order directing the tenant to pay to 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.

17. A bare perusal of the Section 14 (1) of the DRC depicts that a tenant cannot be evicted except an application made to the Controller for an order for the recovery of possession on one or more grounds specified in the Section. Section 14(1)(a) provides for eviction of a tenant on the ground of default in payment of rent, if the tenant has neither paid nor tendered the whole of arrears of rent legally recoverable from the tenant within two months of the date on which the notice of demand for arrears of rent has been served on tenant by the landlord. If the tenant pays the arrears of rent within two months of service of notice, the landlord cannot get order for recovery of possession on the ground of default in payment of rent but if the tenant fails to pay the rent as required under Section 14(1)(a), the proceedings are taken under Section 15(1) of the DRC Act. The Id. ARC while exercising the power under Section 15 (1) of the Act, shall 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 rent were legally

recoverable from the tenant including the period subsequent thereto upto 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 15th of each succeeding month a sum equal to the rent at that rate.

18. It may be noted that the Section 15 (6) of the DRC Act provides that if a tenant makes payment or deposit as required by sub-section (1) or sub-section (3), no order shall be made for 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 deem fit to the landlord. Sub-section (7) of Section 15 states that 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.

19. It may further be noted that as per provision of sub-section (2) of Section 14 of the DRC Act, no order for 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. Thus, payment of rent as directed by the Controller under sub-section (1) of Section 15 is a must in order to avoid eviction under Section 14(1)(a).

20. The contention of the Id. counsel for the tenant that the order dated 08.09.2015 has been modified by the Id. ARC vide judgment dated 28.08.2025, and, thereafter, the rent paid by the tenant was not adjusted by the Id. ARC while passing the order dated 07.02.2026, appears to be attractive but the same is fallacious one

in as much as the landlord has already claimed the rent at the rate of Rs. 2,000/- per month, which was, later on, enhanced to Rs. 3,000/- per month since 30.04.2011 in terms of the legal notice dated 22.02.2012. Thereafter, another legal notice dated 13.06.2013 demanding the arrears of rent was issued. The Id. ARC vide order dated 08.09.2015 has awarded the arrears of rent along with the interest at the rate of Rs. 500/- per month from 01.11.2013 till the date of order along with simple interest at the rate of 15 % p.a. within one month from the date of order dated 28.08.2025 and respondent was further directed to continue to pay or deposit rent at the rate of Rs. 500/- p.m. on or before 15th of each succeeding English Calendar month. The para nos. 4 and 5 of the order dated 08.09.2015 are reproduced as under :-

4. Further, as per the petitioner, the rate of rent is Rs. 3,000/- per month. On the other hand, it is stated by respondent that rent is Rs. 500/- per month only. It is further stated by the landlord/petitioner that the rent is not paid since 30.04.2011. On the other hand, it is stated by the respondent that the rent has been paid upto October 2013 and from November 2013, same has already been sent through money order, but the same was not accepted by the petitioner.

5. At this stage, a prima facie view is to be taken based on the admission by the respondent. In this case, admittedly, rent is not paid since 30.04.2011. As such respondent is directed U/s 15(1) of D.R.C. Act to pay/tender the rent to the petitioner or deposit in the Court at the rate of Rs. 500/- per month w.e.f. 01.11.2013 till date within one month and to continue to pay or deposit the future rent at the same rate by 15th of each succeeding English Calendar month. Further, the petitioner is directed to furnish details of his bank account in view of the directions passed by the Hon'ble High Court in this regard.

21. The ld. ARC after trial came to the conclusion that the tenant has failed to pay the rent in terms of the order dated 08.09.2015. Admittedly, the tenant has not paid the rent for the month of June 2019 and no rent was deposited after March 2020 till passing of the judgment dated 28.08.2025.

22. The tenant failed to comply with the demand made in notice, the landlord filed the eviction petition under Section 14(1)(a) of the DRC Act, the tenant stated that he has paid the rent but the landlord did not give any receipt against the same. The ld. ARC has passed the order dated 08.09.2015 under Section 15(1) of the DRC Act directing the tenant to pay a sum of Rs. 5000/- per month w.e.f. 01.11.2013 within month from the date of order and further continued to pay future rent month by month at the same rate by 15th of each succeeding English calendar month during trial. This order was passed because there was dispute with regard to the payment of rent w.e.f. 30.04.2011 to 01.11.2013 and the question regarding payment of rent for this period was kept open, and, thereafter, the ld. ARC after trial came to the conclusion that tenant has failed to establish that he has paid the arrears of rent, but tenant has also failed to pay the rent in terms of the order dated 08.09.2015, therefore, it is futile to contend that the order dated 08.09.2015 stood merged in the order dated 28.08.2025. In this regard, the observations made by Hon'ble Supreme Court in ***Pawan Kumar Gupta*** (supra) is reproduced as under :

“14. The first contention of the learned senior counsel for the tenant is that the order dated 07.02.2005 passed under Section 15(1) of the Act has been modified by the Rent Controller

by his order dated 05.07.2011. Therefore, the Rent Controller was not justified in passing an order of eviction for non-payment of rent in terms of the order dated 7th February, 2005. There is no merit in this contention. As noticed above, the appellant claimed rent @ Rupees five hundred per month from 1st April, 2001 along with interest thereon by issuing a demand notice under Section 14(1)(a). Since tenant failed to comply with the demand made in the notice, the landlord filed the eviction petition under Section 14(1)(a) of the Act. The tenant filed a counter stating that he had paid the rent from time to time and that the landlord did not issue any receipt against the same. It was also contended that pursuant to the demand notice dated 19th January, 2004, he had sent the reply along with a demand draft for a sum of Rupees 18,000/- towards the rent @ Rupees five hundred per month from 1.4.2001 to 31.3.2004. The Rent Controller passed order dated 07.02.2005 under Section 15(1) of the Act, directing the tenant to pay or deposit a sum of Rupees five hundred per month with effect from 1.10.2004 within one month from the date of the order and further continue to pay or deposit future rent at the aforesaid rate month by month by 15th day of each succeeding month during trial. This order was passed because there was dispute in relation to payment of rent from 1.4.2001 till 30.9.2004. The question relating payment of rent for this period was kept open. After trial, the Rent Controller came to the conclusion that the tenant has failed to establish the payment of arrears of rents from 1.4.2001. The tenant has also failed to pay the rents from 1.10.2004 in terms of the order dated 07.02.2005. In the circumstances, it is futile to contend that that the order dated 07.02.2005 has merged with the order dated 05.07.2011.”

- 23.** At the cost of repetition, it may also be relevant to mention here that Section 14(1)(a) of the DRC Act entitled the landlord to make application / petition for eviction on the ground that non

payment of rent where he has served the notice demanding payment of arrears of rent to the tenant and tenant has failed to pay the arrears of rent legally recoverable from him within two months from the date of service of notice upon him and, furthermore, if the tenant pays the rent within two months the ground mentioned in Section 14 (1) (a) is not relevant to the landlord and his application, if brought, will fail on that ground alone. If that is not so an application for eviction has been made the Id. ARC is required to find two things i.e. whether the tenant failed to comply with the notice of demand, and secondly if there is an arrears of rent on the date of the application due, and if the Id. ARC finds that the tenant has complied with the notice whatever rent was payable within two months, the very cause of action of the landlord under Section 14(1) of the DRC Act will be held not available to the landlord, and there will be no occasion to pass an order under Section 15(1) of the DRC Act and the application will be dismissed on merits. If the Id. ARC found that the tenant has not paid the rent within two months of service of notice, the Id. ARC will pass an order under Section 15(1) of the DRC Act which will not only direct payment of arrears of rent as on the date of order but also that the future rent month by month in terms of Section 15(1) and, if there is compliance by tenant, the application of the landlord will fail as the tenant will get the benefit of Section 14(2) of the DRC Act. If the tenant did not pay and further failed to pay the rent as per the direction issued under Section 15(1) of the DRC Act. The landlord may pray for striking of the defence of the tenant under Section 15(7) of the DRC Act.

24. A conjoint reading of section 14(1)(a) of DRC Act read with Section 15(1) of the DRC Act will indicate that the DRC Act provides two opportunities to the tenant to avoid eviction. The first is provided by the proviso appended to Section 14(1) of the DRC Act in as much as if the tenant complies with the notice served by the landlord, as provided for, under this section it will not be possible for the landlord to institute the proceedings for eviction of the tenant on the ground under Section 14(1)(a) of the DRC Act. The second opportunity is provided to the tenant after institution of the proceedings by Section 14(2) of the DRC Act, which provides that no order for the recovery of possession on the ground of default in payment of the rent shall be made if the tenant has deposited or made payment of the rent in accordance with the provisions of Section 15 of the DRC Act, however, if the tenant failed to comply with the order of the Section 15(1) of the DRC Act, he is not being entitled to the benefit of Section 14(2) of the DRC Act. The Id. ARC has, therefore, rightly not given the benefit under Section 14(2) of the DRC Act to the tenant and passed the order of eviction in as much as the tenant having failed to comply with the order dated 08.09.2015 could not be given the benefit of Section 14(2) of the DRC Act. To put it differently, if the tenant did not comply with the order under Section 15(1) of the DRC Act, he is not entitled to benefit under Section 14(2) even in case of the first default. The tenant, admittedly, has not complied with the order dated 08.09.2015 passed under Section 15(1) and no prayer is made for condonation of defaults made in arrears of rent, therefore, the tenant will be deemed to have lost benefit under

Section 14(2) of the DRC Act. It is not a prerequisite that the tenant can be deprived of benefit under Section 14(2) of the DRC Act, the defence of the tenant must necessarily be struck off. In this regard, though not quoted, reliance has been placed upon the judgment passed by Hon'ble High Court of Delhi in **Sanjay Kumar Saxena v. Meeta Govel**, 2004 (114) DLT 710 (715), wherein it has been observed as under :

“Thus, from a careful construction of the provisions contained in Sections 14(1)(a), 14(2) and Sections 15(1), 15(2) and 15(7) of the Act, it is impossible to hold that the defence of the tenant must necessarily be struck off in all cases before he can be deprived of the protection against his eviction envisaged by Section 14(2) of the Act. It would, therefore, follow that if the controller is satisfied that there has been default in compliance of the order passed under Section 15(1) and the said default has not been condoned by the Court, the defaulting tenant is not entitled to the benefit of Section 14(2) of the Act”.

25. So far as the reliance placed upon by the ld. counsel for the appellant on **Subhash Chander** (supra) is concerned, suffice it to say that in that case the tenant has complied with the order passed under Section 15(1) of the DRC Act in depositing the arrears of rent and the first eviction petition was dismissed subject to deposit of the rent by giving benefit of Section 14(2) of the DRC Act to the said tenant, however, the said tenant again fell into arrears of rent and a demand notice was issued by landlord (therein) requiring him to pay arrears of rent for the relevant period, but the said tenant neither paid the rent even after expiry of two months, thereafter, the landlord filed another petition under Section 14(2)

of the DRC Act and the ld. ARC again passed an order under Section 15(1) of the DRC Act and the said tenant complied with the order under Section 15(1) of the DRC Act and the ld. ARC held that the tenant has already enjoyed the benefit of Section 14(2) of the DRC Act previously at the time of the first eviction petition and, therefore, the tenant was not found entitled to enjoy the said benefit under Section 14 (2) of the DRC Act again and eviction order was passed. The Hon'ble High Court of Delhi in **Subhash Chander** (supra) has observed as under :

“4. The contention of Mr. Mittal on behalf of the appellant is that an order under section 15(1) of the Act was passed by the Controller at the instance of the respondent requiring the appellant to deposit all arrears of rent within one month from the date of the order and future monthly rent by the 15th of the succeeding month. His submission is that under section 15(6) of the Act no order for recovery of possession can be passed if a tenant makes deposit as required by section 15(1) of the Act. He relies upon Banarsi Dass v. Mewa Devi, 1980 Raj. L.R. 440 (1) where in it has been observed that if in a case of second default, the landlord applies for order under section 15(1) of the Act and the order is complied with by the tenant, then ejectment cannot be ordered in view of section 15(6) of the Act and that the action of the landlord amounted to waiver of his rights. Learned counsel for the respondent submits that the judgment of Banarsi Dass (supra) was set aside by the Supreme Court in Mewa Devi v. Kela Devi, 1982 Raj. L.R. (S.C.) 2734 (2). In other words the ratio of the decision of this Court in the case of Banarsi Dass (supra) is no longer good law. The main contention of Mr. Mittal is that in cases of second default no order for deposit of arrears of rent and future rent within the meaning of section 15(1) of the Act can be passed, and if such an order is passed no order of eviction can be passed in view of section 15(6) of the

Act. I do not agree. In Madanlal Seth v. Amar Singh Bhalla, 1980 Raj. L.R. 693 (3), I held that in cases of second default order under section 15(1) of the Act should be passed. It has been consistently held in various judgments of this Court that if a tenant has once enjoyed the benefit under section 14(2) of the Act he would not be entitled to avail the said benefit for the second time. In Ashok Kumar v. Ram Gopal, (1982) 22 DLT 188 (4), also it has been held by this Court that if the tenant has paid rent in accordance with the order passed under section 15(1) of the Act in cases where the tenant had already availed the benefit under section 14(2) of the Act, the tenant still remains liable to eviction under section 14(1)(a) of the Act. In other words, it has been held that where a tenant has already taken the benefit of section 14(2) of the Act in an eviction application under section 14(1)(a) of the Act, the mere fact that in a subsequent eviction application under section 14(1)(a) of the Act an order under section 15(1) is passed and complied with, would not entitle the tenant to get the benefit of section 15(6) of the Act. There is no other point involved in this second appeal. There is no merit. The second appeal is dismissed with no order as to costs.”

26. Similarly in **Madan Lal Jain** (supra) it has been observed as under :

“8. It was next contended by learned counsel for the appellant that in this case no order under Section 15 (1) of the Act was passed by the learned ARC and therefore, tenant has had no opportunity to claim benefit under the provisions of DRC Act. This argument is clearly misplaced. The tenant/appellant has already been given benefit of Section 14 (2) of the Act in the earlier eviction petition being E-146/87. In the case of second default, non-passing of order under Section 15 (1) of the Act, is of no consequence because even if the tenant had complied with such an order, he cannot claim any benefit under Section 14 (2) of the Act again. In the case of Shri Madan Lal Sethi v. Shri Amar Singh Bhalla (1980) 2 RCJ 543, it was held that if an order is passed under Section 15(1)

in case of second default, it would be for the benefit to the landlord in the sense that if the tenant commits default in complying with such an order, the landlord may apply for striking of the defence under Section 15 (7) of the Act. But so far as the tenant is concerned, he gets no advantage whatsoever because even if he complies with the order passed under Section 15(1) in the case of second default, he cannot get any benefit under Section 14 (2) of the Act.

27. A bare perusal of the ratio of law laid down in this judgment depicts that once the tenant has availed the benefit of Section 15(1) of the DRC Act in previous eviction petition, therefore, at the time of the second default, non-passing of order under Section 15(1) of the DRC Act is of no consequence because if the tenant complied with such an order he cannot claim any benefit under Section 14(2) of the DRC Act again. In the present case the tenant has not complied with the first order under Section 15(1) of the DRC Act in first eviction petition and, therefore the question of grant of benefit under Section 14(2) to the tenant did not arise, as per mandate of law laid down in ***Pawan Kumar Gupta*** (supra).

28. In the light of the above observations, no infirmity is found in the impugned order dated 07.02.2026. Accordingly, the appeal is **dismissed**. Trial court record be sent back along with a copy of this judgment.

29. File be consigned to the record room post compliance.

**Announced in the open Court
on 30th day of July, 2026**

**(Dr. Vijay Kumar Dahiya)
Rent Control Tribunal (West)
Tis Hazari Courts: Delhi**