

IN THE COURT OF SH. VIKAS GARG,
DISTRICT JUDGE -05, EAST DISTRICT,
KARKARDOOMA COURTS, DELHI

CS No. 25/24

CNR No. DLET01-000170-2024

Smt. Anila Aggarwal,
W/o. Sh. N.C. Aggarwal,
R/o. E-153, Forest Lane,
Neb Sarai Extn. Area,
South Delhi-110068.

.....Plaintiff

Versus

Sh. Garuav Bharadwaj,
S/o. Sh. Rajeev Kumar Rao,
R/o. Flat No. B-1/28,
Police Computer Cooperative Group,
Housing Society Ltd.,
Now Known As Vasundhara Appartments,
Vasundhara Enclave,
Delhi-96.

Also At:

Sh. Gaurav Bharadwaj,
Ward No. 07, Rampur,
Rajwa Samastipur, Bihar-848205.

.....Defendant

Date of Institution	: 10.01.2024
Date of Final Arguments	: 18.02.2026
Date of Decision	: 15.07.2026
Final Decision	: Ex-Parte Decree

SUIT FOR POSSESSION, RECOVERY OF ARREARS OF
RENT WITH CONSEQUENTIAL RELIEF OF
INJUNCTION.

:-JUDGMENT:-

1. Scope of the suit in brief:-

The present judgment pertains to the suit instituted by the plaintiff seeking possession, recovery of arrears of rent, and the consequential relief of injunction.

2. Ex-parte proceedings against the defendant:-

The defendant was proceeded ex parte vide order dated 06.06.2025.

3. Case of the plaintiff as per plaint :-

Briefly, the essential facts and averments necessary for a fair adjudication of the present suit, as presented in the plaint, are as follows:

It is averred that the plaintiff is a respectable senior citizen residing with her family at the address mentioned in the memo of parties. It is further stated that she is the owner of property bearing Flat No. B-1/28, Police Computer Cooperative Group Housing Society Ltd., now known as Vasundhara Apartments, Vasundhara Enclave, Delhi-110096 (hereinafter referred to as the "premises").

It is the case of the plaintiff that the defendant was inducted as a tenant in respect of the entire third floor of the aforesaid flat, comprising two rooms with attached toilets, a drawing-cum-dining room, a kitchen and two side balconies (hereinafter referred to as the "suit property"), for residential purposes only. The suit property has been specifically shown and delineated in red colour in the site plan filed along with the plaint.

The plaintiff further avers that the defendant was inducted as a tenant on 08.08.2022 at a monthly rent of Rs. 15,500/-, exclusive of all other charges, for a period of one year commencing from 01.08.2022 and ending on 31.07.2023. In this regard, a lease deed was executed between the parties and was duly registered before the Sub-Registrar-VIII, New Delhi vide Registration No. 7704, Book No. 1, Volume No. 10363, Pages 151 to 157, dated 23.08.2022. A copy of the registered lease deed has been filed along with the plaint.

It is further pleaded that the defendant is a habitual defaulter and has failed to pay the rent of the suit property for the last ten months, resulting in arrears of rent amounting to Rs. 1,55,000/-. Despite repeated demands made by the plaintiff, the defendant failed to clear the outstanding rent. Consequently, the plaintiff, through her counsel, Sh. Anand Maheshwari, Advocate, served a legal notice dated 05.12.2023 upon the defendant at both his addresses through Speed Post. According to the plaintiff, the said notice was duly received by the defendant, as reflected in the Speed Post tracking report.

It is further averred that despite service of the legal notice, the defendant neither paid the arrears of rent nor vacated the suit property. Rather, the defendant allegedly threatened to create third-party interest in the suit property without the plaintiff's permission. It is also stated that the lease agreement expired by efflux of time on 31.07.2023, and despite the expiry of the tenancy, the defendant failed to hand over vacant and peaceful possession of the suit property, thereby necessitating the institution of the present suit.

The plaintiff further pleads that the cause of action first arose when the defendant stopped paying rent for a period of ten months and failed to clear the outstanding dues despite repeated demands made by the plaintiff, who is a senior citizen. The cause of action further arose when the defendant allegedly threatened to create third-party interest in the suit property if the plaintiff insisted upon payment of the arrears of rent. It is further stated that the cause of action accrued on 05.12.2023, when the legal notice was served upon the defendant, and continued thereafter as the defendant neither paid the arrears of rent nor vacated and handed over vacant and peaceful possession of the suit property. According to the plaintiff, the cause of action is continuing.

It is also stated that, for the purposes of court fee and jurisdiction, the relief of recovery of arrears of rent has been valued at Rs. 1,55,000/-, being the rent for ten months at the rate of Rs. 15,500/- per month, excluding other charges, on which court fee of Rs. 3,857/- has been affixed. The relief of possession has been valued at Rs. 1,86,000/-, being twelve months' rent calculated at Rs. 15,500/- per month, on which court fee of Rs. 1,860/- has been affixed. The relief of permanent injunction has been valued at Rs. 130/-, on which court fee of Rs. 13/- has been affixed. Thus, according to the plaintiff, the total court fee payable is Rs. 5,712/-, against which court fee of Rs. 5,720/- has been affixed.

The plaintiff further asserts that the parties reside and work for gain within the territorial jurisdiction of this Court and that the suit property is also situated within the territorial jurisdiction of this Court. Accordingly, it is pleaded that this Court has the

requisite territorial jurisdiction to entertain and adjudicate the present suit.

On the basis of the aforesaid averments, the plaintiff has prayed for a decree of possession in respect of the suit property; a decree for recovery of arrears of rent amounting to Rs. 1,55,000/- along with interest at the rate of 18% per annum till realization; a decree of permanent injunction restraining the defendant, his agents, associates and persons acting on his behalf from subletting, assigning or creating any third-party interest in the suit property; costs of the suit; and such other reliefs as this Court may deem fit and proper. The plaintiff has also reserved her right to claim damages/use and occupation charges at the rate of Rs. 1,000/- per day from 01.01.2024 till the defendant vacates and hands over vacant and peaceful possession of the suit property, with an undertaking to affix the requisite court fee thereon.

4. Case of the defendant as per their reply / written statement:-

Briefly, the essential facts and averments required for a fair adjudication of the present suit, as presented in the Reply / Written Statement, are as follows:

The defendant, in the written statement, has admitted the averments contained in paragraphs 1 to 4 of the plaint.

The defendant has denied the contents of paragraph 5 of the plaint and has alleged that the plaintiff has instituted the present suit with an ulterior motive to extort money from the defendant. It is further pleaded that the defendant is a respectable person in society and that he has paid the entire rent, society and

maintenance charges, as well as the electricity bills, till the date of vacating the suit property.

The defendant has also denied the averments contained in paragraph 6 of the plaint. It is pleaded that, after the expiry of the lease agreement, the husband of the plaintiff received a sum of Rs. 2,00,000/- in cash from the defendant as an advance/security amount (Pagri) in respect of the suit property. According to the defendant, despite vacating the premises, the said security amount has not been refunded by the plaintiff. It is alleged that the plaintiff has filed the present suit with the mala fide intention of withholding the said security amount and causing harm to the defendant's reputation.

The defendant has further denied the averments contained in paragraphs 7 to 14 of the plaint as well as the prayer clause. It is pleaded that the defendant had paid the entire rent due to the plaintiff, had already vacated the suit property, and had handed over its peaceful possession to the plaintiff in good condition. It is further asserted that the plaintiff had accepted the possession of the suit property during the previous date of hearing. The defendant reiterates that the plaintiff has failed to return the security amount paid by him.

The defendant has further contended that, while in paragraph 5 of the plaint the plaintiff has claimed arrears of rent amounting to Rs. 1,55,000/-, during the court proceedings the plaintiff allegedly stated that arrears of rent exceeding Rs. 5,00,000/- were still outstanding. According to the defendant, these statements are contradictory and demonstrate that the plaintiff's intention is merely to tarnish the defendant's reputation and waste the

valuable time of the Court. It is further pleaded that the present suit amounts to a misuse of the process of law and is an abuse of the judicial process.

On the aforesaid grounds, the defendant has prayed that the present suit be dismissed with heavy costs in the interest of justice.

5. **Replication:-**

Replication has been filed by the plaintiff to the reply / written statement filed by defendant wherein plaintiff has denied the submissions of the defendant as contained in the reply / written statement and has reaffirmed and reiterated the contents of the plaint.

6. The defendant filed a rejoinder to the replication on 18.02.2026, wherein the defendant denied the averments made by the plaintiff in the replication and reaffirmed and reiterated the contents of the written statement.

7. The plaintiff filed a reply to the rejoinder on 18.04.2026, wherein the plaintiff denied the averments made by the defendant in the rejoinder and reaffirmed and reiterated the contents of the plaint.

8. **ISSUES:-**

Upon completion of pleadings, the following issues were framed for trial on 20.08.2025.

1. Whether the plaintiff is entitled to arrears of rent and/or mesne profits? OPP

2. Relief.

No other issue was raised, pressed, or disputed concerning the burden of proof.

9. **Plaintiff's evidence:-**

Sh. N. C. Aggarwal, the Special Power of Attorney (SPA) holder of the plaintiff, examined himself as PW-1 and tendered his evidence by way of affidavit, Ex. PW-1/1A, in his examination-in-chief, reaffirming the averments made in the plaint. He relied upon the following documents:

1. Copy of conveyance deed is de-exhibited and now marked as Mark-A.
2. Copy of registered rent agreement as Ex. PW-1/2.
3. Copy of the legal notice dated 05.02.2023 is de-exhibited and now marked as Mark-B.
4. The postal receipt and its tracking report as Ex. PW-1/4.
5. The letter written by defendant dated 01.04.2024 as Ex. PW-1/5.
6. The SPA in favour of Sh. N.C. Aggarwal as Ex. PW-1/6.

10. **Arguments:-**

No arguments have been advanced on behalf of the plaintiff.

11. **Consideration of arguments and record:-**

I have carefully perused the pleadings, evidence, record, relevant statutory provisions, and the judicial precedents.

12. **Analysis and findings:-**

The issues arising for determination in the present suit are closely interlinked and stem from the same set of facts. Accordingly, they are being considered and decided together.

The present suit has been instituted by the plaintiff seeking possession of the suit property, recovery of arrears of rent, recovery of use and occupation charges, and permanent injunction.

At the outset, it is pertinent to note that the relationship of landlord and tenant between the parties has not been disputed by the defendant. In the written statement, the defendant has admitted the tenancy. It is also not in dispute that the possession of the suit property was handed over by the defendant to the plaintiff on 03.05.2024, as stated in the evidence affidavit of PW-1, the husband and Special Power of Attorney holder of the plaintiff. Although the defendant has pleaded in the written statement that no amount is payable towards rent, no evidence has been led on his behalf, as he was proceeded ex parte. Consequently, the defence raised in the written statement remained unsubstantiated.

The plaintiff examined her husband and Special Power of Attorney holder as PW-1, who tendered his evidence by way of affidavit. The testimony of PW-1 has remained wholly unrebutted and unchallenged, as the defendant neither cross-examined the witness nor led any evidence in defence. In the plaint as well as in the evidence affidavit, it has been consistently asserted that the defendant had defaulted in payment of rent for ten months prior to the institution of the suit. The agreed rate of monthly rent, i.e., Rs. 15,500/-, has also not been disputed by the defendant.

In view of the unrebutted oral and documentary evidence led by the plaintiff, this Court is satisfied that the plaintiff has successfully proved her entitlement to recovery of arrears of rent for a period of ten months at the rate of Rs. 15,500/- per month.

With regard to the claim for use and occupation charges for the period from 01.01.2024 to 03.05.2024, it is observed that no independent evidence has been adduced by the plaintiff to establish that the prevailing market rate of use and occupation charges was higher than the agreed rate of rent. In the absence of any such evidence, the agreed monthly rent provides the most reasonable basis for determining mesne profits/use and occupation charges. Accordingly, the plaintiff is held entitled to recover use and occupation charges at the rate of Rs. 15,500/- per month for the period from 01.01.2024 till 03.05.2024.

Though no specific issue was framed with respect to the claim for interest, the plaintiff has specifically prayed for the said relief in the plaint. Therefore, the absence of a specific issue does not preclude this Court from adjudicating upon and granting the said relief.

Having regard to the facts and circumstances of the case, this Court is of the considered opinion that the ends of justice would be met by awarding simple interest at the rate of 6% per annum on the arrears of rent from 01.01.2024 till its realization. The plaintiff shall also be entitled to simple interest at the same rate on the amount of use and occupation charges from 03.05.2024 till its realization. The plaintiff shall further be entitled to the costs of the suit.

13. **Relief:-**

In view of the foregoing discussion, the suit of the plaintiff is decreed in the following terms:

- (i) The plaintiff is held entitled to recover arrears of rent for a period of ten months at the rate of Rs. 15,500/- per month, along with simple interest thereon at the rate of 6% per annum from 01.01.2024 till its realization.
- (ii) The plaintiff is further held entitled to recover use and occupation charges at the rate of Rs. 15,500/- per month for the period from 01.01.2024 to 03.05.2024, along with simple interest thereon at the rate of 6% per annum from 03.05.2024 till its realization.
- (iii) The plaintiff shall also be entitled to the costs of the suit.

14. Let the decree sheet be drawn accordingly.

15. The file be consigned to the Record Room after due compliance.

**Pronounced in the open court
on 15th July, 2026**

**(Vikas Garg)
DJ-05/East/KKD
Delhi/15.07.2026**