

DLET010008222025



**IN THE COURT OF SH. HEM SINGH, DISTRICT JUDGE-01,
(EAST), KARKARDOOMA COURTS, DELHI**

RCA DJ No. 11/2025
CNR No. DLET010008222025

In the matter of:

Sh. Bablu
S/o Sh. Rajeev Kumar
R/o D-23, Rani Garden
Shastri Nagar, Delhi.

.....Appellant/defendant

Versus

Sh. V.K. Gupta @ Vinay Kant Gupta
S/o Sh. H.K. Gupta
R/o 29/32, Hari Nagar
Meerut, U.P.

.....Respondent/plaintiff

Date of institution : 17.02.2025
Order reserved on : 27.04.2026
Order pronounced on : 05.06.2026

JUDGMENT

1. Vide this judgment, I shall decide the instant appeal filed against the judgment & decree dated 08.07.2024 passed by Ld. Civil Judge, East, KKD, Delhi in Civil Suit no. 7560/2016 titled as "*Sh. V.K. Gupta v/s Bablu*" against the appellant/defendant whereby the appellant/defendant was directed to hand over vacant and peaceful possession of the suit property, namely, a shop forming part of property bearing No. 17/11-A, Geeta Colony, Delhi-110031, measuring approximately 9 feet × 7 feet, being a corner shop open from two sides.

2. Vide the impugned judgment, the Ld. Trial Court further directed the appellant/defendant to pay arrears of rent to the respondent/plaintiff of Rs. 33,000/- for the period from 01.07.2015 to 09.10.2015. The appellant/defendant was also directed to pay mesne profits/user and occupation charges at the rate of Rs. 11,000/- per month from 10.10.2015 till the date of handing over possession of the suit property to the respondent/plaintiff. The appellant/defendant was further restrained from creating any third-party interest in, or parting with possession of, the suit property.

3. BRIEF FACTS:-

a) Briefly stated, the facts necessary for disposal of the present appeal are that the respondent/plaintiff instituted a suit for possession, recovery of arrears of rent, mesne

profits/damages and permanent injunction in respect of the suit property against the appellant/defendant.

b) It was the case of the respondent/plaintiff that he is the absolute owner and landlord of the suit property. According to him, the suit property was let out to the appellant/defendant in the year 2007 for running a car accessories business. A rent agreement was executed between the parties. Thereafter, on 25.06.2014, a fresh rent agreement was executed for a period of eleven months at a monthly rent of Rs. 10,000/-. It was further pleaded that the tenancy was subsequently extended for a further period of two months at a monthly rent of Rs. 15,000/-.

c) The respondent/plaintiff alleged that appellant/defendant failed to pay rent after 10.07.2015. It was further alleged that the appellant/defendant started using the suit premises as a car mechanic workshop instead of a car accessories shop and also carried out certain unauthorized alterations and modifications in the premises. Consequently, the respondent/plaintiff requested the appellant/defendant to vacate the suit property.

d) According to the respondent/plaintiff, upon the request of the appellant/defendant, the tenancy was lastly extended for a period of two months from 01.07.2015 to 31.08.2015 at a monthly rent of Rs. 15,000/-. Thereafter, a legal notice dated 11.09.2015 was issued by the respondent/plaintiff terminating the tenancy of the appellant/defendant and calling upon him to hand over vacant possession of the suit property. Despite service of the

said notice, the appellant/defendant neither vacated the premises nor cleared the outstanding dues, compelling the respondent/plaintiff to institute the present suit.

e) The suit was contested by the appellant/defendant by filing a written statement. The appellant/defendant denied the ownership and title of the respondent/plaintiff over the suit property and disputed the relationship of landlord and tenant between the parties.

f) It was specifically pleaded by the appellant/defendant that the respondent/plaintiff was neither the owner nor the landlord of the suit property. According to the appellant/defendant, he had been inducted into the suit premises by one Mr. Vinay Aggarwal and was regularly paying rent to the said Mr. Vinay Aggarwal till August, 2015. The appellant/defendant, therefore, contended that the respondent/plaintiff had no right, title or interest in the suit property and was not entitled to seek possession thereof.

g) The appellant/defendant further denied the allegations regarding default in payment of rent and disputed the legality and validity of the notice purportedly terminating the tenancy.

h) The appellant/defendant further pleaded that the rent agreement relied upon by the respondent/plaintiff was a fabricated and forged document. He specifically denied having executed the rent agreement dated 10.07.2015 and contended that no tenancy relationship ever existed between him and the

respondent/plaintiff.

i) On the basis of the pleadings of the parties, the Ld. Trial Court framed the issues and afforded opportunities to the parties to lead their respective evidence. Upon appreciation of the oral and documentary evidence available on record, the Ld. Trial Court vide the impugned judgment and decree dated 08.07.2024 decreed the suit in favour of the respondent/plaintiff and against the appellant/defendant in the terms already noted hereinabove.

j) Aggrieved by the said judgment and decree, the present appeal has been preferred by the appellant/defendant on following grounds:

i) Ld. Trial Court had failed to consider the cross-examination of PW1- Vinay Aggarwal/ respondent herein where he himself admitted that there is no signature at point A of page no.3 of Ex.PW1/5. It is also wrongly held that appellant failed to show any receipt of payment of the claimed amount. It is further wrongly held that there is landlord-tenant relationship between the appellant and the respondent, however, the said fact was never admitted by the appellant and even respondent also failed to produce any supporting document in this regard.

ii) Ld. Trial Court had wrongly held that suit property was sublet by the appellant to Sh. Vinay Aggarwal at a monthly rent of Rs.10,000/-.

4. Arguments heard. Record perused. Considered.

5. FINDINGS:-

a) Before advertng to the merits of the appeal, it is necessary to consider the application filed by the appellant under Section 5 of the Limitation Act, 1963 seeking condonation of delay in filing the present appeal.

b) The impugned judgment and decree was passed by the Ld. Trial Court on 08.07.2024. The present appeal came to be instituted on 17.02.2025. Thus, the appeal has been filed after expiry of the prescribed period of limitation and is accompanied by an application seeking condonation of delay.

c) In the application, it has been stated that the appeal could not be filed within the prescribed period as the counsel for the appellant had fallen seriously ill and was admitted to a hospital due to his deteriorating health. However, except for the aforesaid bald averment, no particulars whatsoever have been furnished. The appellant has neither disclosed the nature of the alleged illness nor the name of the hospital where the counsel was admitted. No dates have been mentioned regarding the period of hospitalization or treatment. More importantly, no medical record or discharge summary or any other supporting document has been placed on record to substantiate the said plea.

d) It is settled law that although the expression "sufficient cause" occurring in Section 5 of the Limitation Act is to receive a liberal construction so as to advance substantial justice, the

applicant is nevertheless required to disclose bona fide and cogent reasons explaining the entire period of delay. Mere vague and unsubstantiated assertions cannot constitute sufficient cause for condonation of delay.

e) In the present case, the explanation offered by the appellant is wholly vague and insufficient to explain the substantial delay of more than 190 days in filing the appeal. The appellant has failed to establish that he was prevented by any sufficient cause from preferring the appeal within the prescribed period of limitation.

f) Accordingly, this Court is of the considered view that no ground is made out for condonation of delay. The application under Section 5 of the Limitation Act is, therefore, dismissed.

g) Since the delay in filing the appeal has not been condoned, the appeal itself is barred by limitation and is liable to be dismissed on this ground alone.

h) Even otherwise, on merits also, I do not find any infirmity, illegality or perversity in the findings recorded by the Ld. Trial Court warranting interference by this Court.

i) A perusal of the written statement filed by the appellant/defendant reveals that the appellant never disputed his status as a tenant in the suit property. The principal defence raised by him was that the respondent/plaintiff was neither the

owner nor the landlord of the suit property and that he had been paying rent to one Mr. Vinay Aggarwal, who according to him was the actual owner of the suit property.

j) Once such a specific plea was raised, the burden squarely lay upon the appellant/defendant to substantiate the same by leading cogent evidence and by proving that Mr. Vinay Aggarwal was the owner/landlord of the suit property. However, the record reveals that despite sufficient opportunities having been granted by the Ld. Trial Court, the appellant/defendant failed to lead any defence evidence whatsoever or examine said Vinay Aggarwal. Consequently, the plea taken by him remained a mere assertion without any evidentiary support.

k) On the contrary, the respondent/plaintiff led evidence and placed on record various documents in support of his claim regarding ownership and entitlement in respect of the suit property.

l) In these circumstances, the Ld. Trial Court was fully justified in drawing an adverse inference against the appellant/defendant and in holding that the defence sought to be raised by him remained unproved.

m) Accordingly, even on merits, no ground is made out for interference with the impugned judgment and decree dated 08.07.2024 passed by the Ld. Trial Court.

n) In view of the foregoing discussion, the application under Section 5 of the Limitation Act stands dismissed. Consequently, the appeal is dismissed as barred by limitation. Even otherwise, on merits also, the appeal is devoid of merit and is liable to be dismissed.

o) The impugned judgment and decree dated 08.07.2024 passed by the Ld. Trial Court is hereby affirmed.

Trial Court Record be sent back along with a copy of this judgment.

Appeal file be consigned to the Record Room after due compliance.

**Announced in the open
Court on 05.06.2026**

**(Hem Singh)
District Judge-01
(East)/KKD/Delhi**