

**IN THE COURT OF SH. RAVINDER SINGH-I, DISTRICT
JUDGE-03, DISTRICT EAST, KARKARDOOMA COURT, DELHI**

CS No. 443/2025

1. **Meenakshi Chopra**, W/o Sh. Sanjeev Chopra
2. **Sanjeev Chopra**, S/o Sh. Sushil Kumar Chopra

Both are R/o Tower- 2, Flat No. 302,
Ace Divino, Greater Noida West,
UP-201306

.....Plaintiffs

Versus

Happy Biswas, D/o Sh. Ashok Kumar Biswas,
R/o Flat No. C-171, 3rd Floor,
Saraswati Kunj Apartments,
Plot No.25, I.P. Extension,
Patparganj, Delhi-110092

.....Defendant

Date of Institution	:	06.08.2025
Date of Reserving judgment	:	04.05.2026
Date of judgment	:	04.05.2026

J U D G M E N T

1. Vide this judgment, I shall dispose of the application Under Order XII Rule 6 r/w section 151 of the Civil Procedure Code (CPC) filed by the plaintiffs.

2. The plaintiffs have filed this suit for recovery of possession, damages/use and occupation charges and permanent injunction against the defendant. The facts relevant for the disposal of the aforesaid application are as under:

(a) Plaintiffs stated that they are the owner of the built up property i.e. Flat No. C-171, Third Floor, Saraswati Kunj Apartments, Plot

No.25, I.P. Extension, Patparganj, Delhi-110092 comprising three bed rooms, one drawing-cum-dining room, one kitchen and two toilets cum bathrooms area measuring 102.19 sq. meters approximately (hereinafter referred as suit property).

(b) Plaintiffs further stated that the defendant was inducted as a tenant in the suit property on a monthly rent/lease amount of Rs.30,000/- excluding all other charges like electricity charges, water charges and maintenance etc. vide registered lease deed executed on 13.05.2024 (date wrongly typed as 13.05.2025). The tenancy of the defendant commenced from 15.05.2024 to 14.05.2025.

(c) Plaintiffs further stated that due to some personal exigency, the plaintiffs have decided to take back the possession of the suit property from the defendant by canceling the lease deed as per Clause 12 of the Registered Lease Deed dated 13.05.2024.

(d) Plaintiffs further stated that when the defendant did not pay any heed to their oral requests so the plaintiff- 1 served a legal notice dated 26.06.2025 upon the defendant through her counsel thereby asking her to vacate the suit property, to which defendant sent a malicious reply instead of vacating the suit property.

(e) Hence, plaintiff filed this suit for decree of possession in respect of the suit property, and for the damages/use and occupation charge of the suit property w.e.f. July, 2025 till handing over the possession of the same and for permanent injunction thereby restraining the defendant from creating any third party interest in the suit property.

3. Defendant contested the suit by filing her written statement stating in preliminary objections that the plaintiffs have no locus standi to file this suit against her as the suit is collusive in nature and further, the plaintiffs have not valued the suit properly for the purpose of the court fees and they have no cause of action to file the suit so same is liable to be rejected under Order VII Rule 11 CPC. Further, she stated that plaintiffs have not come with clean hands and concealed the material facts and the true facts are that the defendant is residing alongwith her family members in suit property as tenant and in this regard a registered lease deed dated 13.05.2024 for the period of three years was executed between her and the plaintiffs. Further, she stated that she is regularly paying the rent to the plaintiffs since the inception of the lease period and when the lease agreement is for three years, she is not bound to vacate the suit property. However, on merits, she denied all the contents of the suit and accordingly, she prayed for dismissal of the suit with heavy costs.

4. Plaintiffs filed the replication wherein they reiterated and reaffirmed the contents of the plaint and denied that of the written statement.

5. It is pertinent that after completion of the pleadings, issues were framed vide order dated 20.01.2026 but plaintiffs instead of leading the evidence, filed the aforesaid application, on 12.02.2026 for seeking judgment on the basis of admissions made by the defendant in her written statement.

6. In the aforesaid application, plaintiffs stated that the defendant admitted the execution of the Registered Lease Deed dated 13.05.2024 for a period of three years between them. Further they stated that the defendant admitted that she is regularly paying rent @ Rs.30,000/- per month to them thereby implying that the defendant has admitted the relationship of landlord and tenant between them. Defendant has also admitted the service of notice of termination of tenancy by giving the reply dated 01.07.2025 to their notice. So, plaintiffs prayed for passing a decree for recovery of possession, damages/use and occupation charges and permanent injunction in respect of suit property against the defendant.

7. Defendant did not prefer to file the reply to the aforesaid application.

8. I have heard the arguments of Mr. Pradeep Tyagi and Mr. Ridham Tyagi- Ld. Counsels for the plaintiffs and Ms. Riya Goyal- Ld. Counsel for the defendant and have perused the material available on record.

9. Before appreciating the rival contentions of the parties, it is necessary to refer the relevant provisions of law i.e Order XII Rule 6 CPC and Section 58 of the Indian Evidence Act which provides as under:-

ORDER XII RULE 6 -

6. Judgment on admissions- (1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of

any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2). Whenever a judgment is pronounced under sub-rule (1), a decree shall be drawn up in accordance with the judgment, and the decree shall bear the date on which the judgment was pronounced.

Section 58 of the Indian Evidence Act provides that:

“58. Facts admitted need not be proved-No fact need to be proved in any proceeding which the parties thereto or their agents agree to admit at the hearing, or which, before the hearing, they agree to admit by any writing under their hands, or which by any rule of pleading in force at the time they are deemed to have admitted by their pleadings:

Provided that the Court may, in its discretion, require the facts admitted to be proved otherwise than by such admissions.”

10. The Apex Court in case of ***Uttam Singh Dugal and Co. Ltd. vs. United Bank of India 2000 (4) R.C.R. (Civil) 89*** observed as under :-

“10. As to the object of the Order XII Rule 6, we need not say anything more than what the legislature itself has said when the said provision came to be amended. In the objects and reasons set out while amending the said rule, it is stated that where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled. We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment. Where another party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which, it is impossible for the party making such admission to succeed.”

11. The object of the provisions of Order XII Rule 6 of the Code was also interpreted in the judgment delivered in case of ***M/s Puran Chand Packaging Industrial Pvt. Ltd. vs. Smt. Sona Devi and another, 2009 (2) C.C.C. 39*** & the Apex Court in ***Sona Devi's*** case (supra), made the

following observations :-

*9. A perusal of the aforesaid provision would show that before a decree on the basis of admission in the pleadings can be passed, the admission must be made by the defendant or a party to the proceedings in an unequivocal, unambiguous manner. In other words the admission should not be vague or equivocal. Another point which has to be borne in mind while passing a judgment on the basis of an admission is that the document is to be read as a whole and the Court is not to take out one or two sentences so as to treat it as an admission. Moreover passing of a judgment on this basis by the Court is a matter of discretion and not a matter of course. Reliance in this regard is placed on **Maniisha Commercial Ltd. Vs. N.R.Dongre and Anr. AIR 2000 Delhi 176.***

12. In case of “**Charanjit Lal Mehra and Ors. vs Smt. Kamal Saroj Mahajan and Anr.**” AIR 2005 SC 2765, the Hon'ble Supreme Court has held that Order XII Rule 6 CPC is enacted for the purpose to expedite the trials and if there is any admission on behalf of the defendants or an admission can be inferred from the facts and circumstances of the case without any dispute of the matter, then in such a case, in order to expedite and dispose of the matter such admission can be acted upon.

13. The Hon'ble Supreme Court in **Karan Kapoor v. Madhuri Kumar, (2022) 10 SCC 496** has observed as under:

“24. Thus, legislative intent is clear by using the word ‘may’ and ‘as it may think fit’ to the nature of admission. The said power is discretionary which should be only exercised when specific, clear and categorical admission of facts and documents are on record, otherwise the Court can refuse to invoke the power of Order XII Rule 6. The said provision has been brought with intent that if admission of facts raised by one side is admitted by another, and the Court is satisfied with the nature of admission, then the parties are not compelled for full fledged trial and the judgment and order can be directed without taking any evidence.

Therefore, to save the time and money of the Court and respective parties, the said provision has been brought in the statute. As per above discussion, it is clear that to pass a judgment on admission, the Court if it thinks fit may pass an order at any stage of the suit. In case the judgment is pronounced by the Court a decree be drawn accordingly and parties to the case are not required to go for trial.”

14. In the light of the law laid down with respect to the ambit and scope of Order XII Rule 6 CPC, let us examine the case of the defendant from the averments/submissions made in the written statement, if the court comes to the conclusion that the same amounts to admissions unequivocal and clear, the decree on the admissions of the defendant can be passed.

15. The facts which are admitted and not in dispute are that:

- (I) Defendant is residing along with her family members in the suit property;
- (II) a lease deed was executed between plaintiff-1 and defendant in respect of suit property on 13.05.2024;
- (III) The said lease deed dated 13.05.2024 was registered for a period of three years;
- (IV) The rate of rent of the suit property was Rs. 30,000/- per month excluding all other charges i.e. water, electricity, monthly maintenance etc. at the inception of the tenancy.

16. In a suit for recovery of possession by the landlord against the tenant, a plaintiff has to establish the following facts:-

- (i) *Relationship of landlord and tenant;*
- (ii) *Tenancy is not a protected tenancy under the Delhi Rent Control Act, 1958;*

- (iii) *There is no registered subsisting lease agreement; and*
- (iv) *Tenancy has been terminated and the respondent tenant has failed to hand over possession.*

17. The defendant has admitted the relationship of landlord and tenant between the parties as well as last paid rent as stated by the defendant is more than Rs.3,500/ per month, so as to take the tenanted premises outside the ambit of Delhi Rent Control Act. In my considered opinion, there is clear, unambiguous and unequivocal admission on the part of the defendant in respect of landlord and tenant relations between the parties and of the fact that the suit property was let out on a monthly rent of Rs.30,000/ which is now Rs.33,000/- after an increase of 10% in the year 2025.

18. It is pertinent to note that the lease deed dated 13.05.2024 is for three years. However, both parties have liberty to get the tenancy terminated by serving one month notice to the other side before expiry of three years of lease. The relevant clause 12 of lease deed dated 13.05.2024 is as under:-

That one month notice is essential for the lessee to vacate the demised premises before the expiry period of three years of lease and whereas one month notice is essential for the lessor to vacate the demised premises before the expiry period of three years of lease.

19. Plaintiff has served the legal notice dated 26.06.2025 thereby terminating the tenancy of defendant in terms of clause 12 of lease deed dated 13.05.2024 and asked the defendant to hand over the possession of the suit property within 30 days from the receipt of the legal notice.

It is pertinent that the defendant gave reply dated 01.07.2025 to the legal notice through her counsel wherein she claimed that lease deed is for three years period only and other terms and conditions were not told to her and she had signed the lease deed in good faith.

20. Defendant alongwith her written statement filed her affidavit qua admission denial of the documents of plaintiff wherein she admitted the plaintiffs legal notice dated 26.06.2025 and her reply thereto dated 01.07.2025. Hence, it is clear that notice to terminate the lease was served upon the defendant prior to 01.07.2025. Plaintiff filed this suit on 06.08.2025, so it is clear that the plaintiff has served the legal notice in terms of clause 12 of the lease deed. But, the defendant has failed to vacate the suit property, as such, the plaintiff is entitled for possession.

21. During the course of arguments, Ld. Counsel for plaintiff submitted that as regard to the damages and use and occupation charges of the suit property is concerned, the same be granted as per the lease deed dated 13.05.2024.

22. It is also pertinent that defendant denied the increase in rent @ 10% for the year 2025-2026 & 2026-2027 but the lease deed has a specific clause regarding increase in rent, which is read as under:

2. That the lessee shall pay to the lessor a lease amount of Rs. 30,000/- (Rupees Thirty Thousand Only) per month excluding of electricity, IGL, municipal tap water English calendar month for lease tenure w.e.f. 15.05.2024 to 14.05.2025 and thereafter, the lease amount of the premises shall be enhanced to the tune of 10% w.e.f. 15.05.2025 to 14.05.2026 and hence, the lessee shall pay to the lessor Rs. 33,000/-

(Rupees Thirty Three Thousand Only) per month excluding of electricity, IGL, Municipal tap water and maintenance charges and thereafter, the lease amount of the premises shall further enhance to the tune of 10% w.e.f. 15.05.2026 to 14.05.2027 and hence, the lessee shall pay to the lessor Rs. 36,300/- (Rupees Thirty Six Thousand Three Hundred Only) per month excluding electricity, IGL, Municipal Tap Water and maintenance charges.

23. It is an admitted case of parties that the defendant is paying the rent @ Rs. 33,000/- per month which is in terms of the lease deed, so as per the said lease deed the next increment of 10% will come into effect from 15.05.2026. So, considering the facts and circumstances of the case the plaintiffs are entitled to get use and occupation charges from the defendant @ Rs. 33,000/- per month w.e.f. July, 2025 till 14th May, 2026 and thereafter, @ Rs. 36,300/- per month w.e.f. 15.05.2026 till handing over the possession of the suit property. It is made clear that if the defendant fails to hand over the possession of the suit property by 30th June, 2026, then the defendant will pay damages/use and occupation charges @ Rs. 40,000/- per month to the plaintiff.

24. It is pertinent that the plaintiff also seeks relief of injunction thereby restraining the defendant from creating any third party interest in the suit property. Since the defendant is in possession of the suit property and if she will create any third party interest therein, then it will cause irreparable loss which is resulting in multiplicity of litigation, so to avoid the multiplicity of litigation, defendant is restrained from creating any third party interest in the suit property.

25. Accordingly, the suit of the plaintiff is decreed thereby directing

the defendant to handover the possession of the suit property. Further, defendant is also directed to pay use and occupation charges to the plaintiffs w.e.f. July, 2025 till 14th May, 2026 @ Rs. 33,000/- per month and thereafter, w.e.f. 15.05.2026, the defendant will pay damages/use and occupation to the plaintiffs @ Rs. 36,300/- per month till handing over the possession of the suit property. It is made clear that if the defendant fails to hand over the possession of the suit property by 30th June, 2026, then she will pay damages/use and occupation charges @ Rs. 40,000/- per month to the plaintiffs. Rent deposited/paid, if any shall be duly adjusted by the plaintiffs. Further, the defendant is restrained from creating any third party interest in the suit property.

26. In these circumstances, the aforesaid application under Order XII Rule 6 r/w section 151 CPC is disposed of as allowed. Since, nothing further survives, the suit is disposed of. The cost of the suit is awarded to the plaintiff.

27. Decree sheet shall be drawn in accordance with this order passed today on payment of deficient Court fee, if any. Thereafter, file be consigned to record room after due compliance.

**Announced in the open Court
on 04th Day of May, 2026**

**(Ravinder Singh-I)
District Judge-03, Court No.206,
N/B, East District, Karkardooma
Courts, Delhi**