



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

CS No. 918/18  
CNR NO. DLET010085372018

In the matter of :-

**L.N Gulati**  
S/o Late Shri G.D. Gulati  
R/o BW-82B, Shalimar Bagh, Delhi-110088

..... Plaintiff

**Versus**

**Shri Surinder Kumar Mehra (Now Deceased)**  
S/o Late Shri S.C. Mehra,  
Flat No.C-2/5, Plot No.53, Mangla Apartment, Patparganj, IP  
Extension, Delhi-110092

**Through LRs**

- a) **Ms. Madhu Mehra,**  
W/o Late Sh. Surinder Kumar Mehra, R/o Flat  
No.C-2/5, Plot No.53, Mangla Apartment,  
Patparganj, I.P. Extension, Delhi-110092
- b) **Sh. Kshitiz Mehra**  
S/o Late Sh. Surinder Kumar Mehra, R/o Flat  
No.C-2/5, Plot No.53, Mangla Apartment,  
Patparganj, I.P. Extension, Delhi-110092
- c) **Daughter**  
Her details are not known to the plaintiff.

.....Defendants

Date of Institution : 24.11.2018  
Date of Reserving Order : 22.01.2026  
Date of Decision : 18.04.2026

**SUIT FOR EVICTION, RECOVERY OF RENT AND DAMAGE/  
MESNE PROFITS TOWARDS THE USE AND OCCUPATION  
OF SUIT PROPERTY**

**JUDGMENT:**

**A) BRIEF FACTS:**

1. Brief facts of the case are that the plaintiff is the absolute owner of property bearing Flat No. C-2/5, 2nd Floor, Plot No. 53, Mangla Apartment, Patparganj, I.P Extension, Delhi-110092 consisting of three bedrooms, one drawing and dinning room, two bathrooms, one kitchen and store (hereinafter referred to as “suit property”). It is stated that in the year 2001, the deceased defendant approached the plaintiff to take the suit property on rent and after considering the request of defendant, the plaintiff let out the suit property to defendant initially for a period of 11 months i.e. from 02.09.2001 to 01.08.2002 at a monthly rent of Rs. 4,000/- payable in advance on or before 5th day of every English calendar month for which defendant deposited security amount of Rs. 13,750/- in favour of the plaintiff. After completion of aforesaid period, parties entered into license agreements dated 06.09.2003, 13.08.2004 and 02.09.2005 at a monthly rent of Rs. 4500/- payable in advance on or before 5th day of every English calendar month.

i) It is further averred that in the year 2008, the monthly rent was enhanced and the defendant paid the enhanced rent of Rs. 9,000/- to the plaintiff for March, 2008 vide cheque bearing No. 754897 but the same got dishonoured with the remark “exceed the arrangement” vide returning memo dated 12.03.2008, however, the said amount was paid by the defendant in cash to the plaintiff. Thereafter, in the year 2010, the monthly rent was enhanced from Rs.9,000/- to Rs.10,500/- but from May, 2010 onwards, the

defendant became irregular in paying the enhanced rent and frequently started delaying the same on the pretext of financial constraints. Thereafter, the monthly rent was again enhanced to Rs. 12,000/-per month from January, 2011 onwards, but the defendant stopped paying the enhanced monthly rent w.e.f. January, 2011. It is further stated that after repeated requests made by the plaintiff, the defendant paid only Rs.12,000/- each for the month of January to April, 2011 on 04.07.2011, 26.07.2011 and 08.09.2011 respectively and Rs.24,000/- on 19.01.2012 to the plaintiff for the month of May & June, 2011.

ii) Thereafter, plaintiff visited United States to meet his son due to which he could not visit the defendant personally. Thereafter, on repeated requests, the defendant handed over a cheque bearing No. 211276 dated 07.11.2012 of Rs. 1,00,000/-to the plaintiff drawn on Corporation Bank in November, 2012 in order to clear part rental dues for the period from July, 2011 to November, 2012 but the same got dishonoured on the ground of “insufficient balance”. However, the defendant assured the plaintiff to clear the entire dues and became agree to enhance the monthly rent from Rs.12,000/-to Rs.15,000/- from January, 2013 onwards. On 10.02.2013, wife of defendant, namely, Ms. Madhu Mehra issued a cheque bearing No.213576 of Rs.30,000/- drawn on Corporation Bank, Patparganj Branch for part payment of overdue monthly rent but the said cheque also got dishonoured on the ground of “insufficient funds” vide returning memo dated 12.02.2013.

iii) It is also averred that after dishonour of said cheques, the plaintiff made several requests to the defendant to clear the outstanding arrears of rent but all in vain. After several false assurances, the defendant issued another cheque bearing

No. 211279 dated 29.06.2013 of Rs. 60,000/- drawn on Corporation Bank, Patparganj Branch for part payment of overdue monthly rent but the same also got dishonoured due to “insufficient funds” vide returning memo dated 29.06.2013. Subsequently, time and again the plaintiff contacted the defendant to recover the long overdue arrears of rent but the defendant kept delaying the same on one pretext or another. Despite several requests and reminders, the defendant paid only a sum of Rs.20,000/- in cash to the plaintiff on 21.12.2016. That in May, 2018, the plaintiff again visited the defendant at his premises and the defendant informed that he wishes to apply personal loan of Rs. 8 lakhs to make the overdue payment of arrears of rent but despite the same, the defendant did not make the payment of outstanding amount. Thereafter, on inquiry from the other members of society, it was revealed that the defendant along-with other family members has falsely spread the rumours that the said premises belongs to the defendant. Thereafter, plaintiff sent a written notice to the defendant in June, 2018 for initiation of criminal and civil proceedings which was replied by the defendant vide reply dated 23.07.2018 through his counsel which was totally sham, frivolous and vexatious in nature and in complete contradiction to the correct factual matrix.

iv) Thereafter, it came to the knowledge of the plaintiff from a neighbour that the defendant is in the process of alienating the premises and creating third party rights by selling off the premises. The defendant is stated to have drastically failed to fulfill his obligation and has not paid the rent regularly to the plaintiff from July, 2011 onwards barring Rs. 20,000/- paid in December, 2016 and the defendant is residing with his family in an illegal and unauthorized manner since July, 2011 onwards as no fresh agreement has been entered between the plaintiff and defendant.

The tenancy of the defendant expired on 30.06.2007 by efflux of time, however, since the defendant did not wish to vacate the suit property, a legal notice under Section 106 of Transfer of Property Act dated 19.09.2018 was served upon the defendant but the said notice was neither replied by the defendant nor the peaceful possession of the suit property was handed over to the plaintiff. Hence, this suit.

2. Accordingly summons of the suit were served upon the defendant. On notice, defendant appeared and filed his written statement wherein he took the preliminary objections that the plaintiff has not come before the court with clean hands; the plaintiff has not valued the suit according to the relief/prayer made therein. That the rent/license agreement are not enforceable before the court of law since the documents prima facie are not valid documents as the stamp papers neither bear its numbers nor appear to be photocopy of the original; that even the stamp paper does not bear the seal of the vendor and more so. It is submitted that there is no license agreement between plaintiff and defendant and the defendant is in the possession of the property since 2001 and since then, a substantial period of 18 years has elapsed without any legal action being taken by the plaintiff for the eviction except this plaint. Thus, defendant claims adverse possession in the disputed property. The plaintiff has wrongly and illegally claimed the outstanding rent way back from July, 2011 up to November, 2018 which is beyond the limitation period as provided under the law of limitations.

i) On merits, it is submitted that the defendant approached the plaintiff and resided in the suit property at the monthly rent of Rs.4,000/- w.e.f. 02.09.2001 to 01.08.2002. However, in August, 2002, the plaintiff entered into oral agreement to sell the suit

property to defendant and received Rupees Twenty Lakhs in cash from the defendant and undertook to execute the sale deed in favour of the defendant but till now, he failed to do the same. Even the license agreements are only notional having no legal sanctity due to legal lapses. Further, the defendant was living in the suit property under the expectation that the plaintiff will transfer the suit property in his name but kept ignoring on the pretext of getting the property converted into freehold from DDA. Besides this, all other averments of the plaint were denied and prayer to dismiss the suit with cost was made.

3. Replication to the written statement of defendant was filed by the plaintiff in which the averments of the written statement were denied specifically and the contents of the plaint were reiterated and reaffirmed.

**B) ISSUES:**

From the pleadings of the parties, following issues were framed for adjudication on 07.05.2019:-

- **Whether the plaintiff is entitled for the decree of eviction as claimed in prayer clause a) of the plaint? OPP.**
- **Whether the plaintiff is entitled for the decree of Rs.12,16,000/- along-with interest pendente lite and future @ 15% p.a as claimed in prayer clause b) of the plaint? OPP**
- **Whether the plaintiff is entitled for the directions against the defendant for payment of damages/mesne profit @ Rs.15,000/- per month w.e.f. September 2018 and till actual vacation of the premises, as claimed in prayer clause c) of the plaint? OPP.**
- **Whether the suit is undervalued for the purposes of court fee and jurisdiction?OPD.**
- **Relief.**

**C) EVIDENCE:**

1. To prove his case, the plaintiff filed his evidence affidavit, tendered the same as **Ex. PW1/A** and relied upon the following documents:

**Ex.PW1/1-** Site plan of suit property.

**Ex.PW1/2 (OSR)-** Share certificate dated 01.01.1983 issued by 'The Hanuman Mangla Co-op. Group Housing Society'.

**Ex.PW1/3 (colly) (OSR)-** Allotment cum demand letter dated 24.11.1994 along-with hand written offer of allotment dated 12.09.1994 issued by Society.

**Ex.PW1/4-** Rent agreement dated 06.09.2003.

**Ex.PW1/5-** Rent agreement dated 13.08.2004.

**Ex.PW1/6-** Rent agreement dated 01.08.2006.

**Ex.PW1/7-** Cheque no.211276 dated 07.11.2012 amounting to Rs.1,00,000/-.

**Ex.PW1/8 (colly)-** Cheque no.213576 dated 10.02.2013 amounting to Rs.30,000/- along-with returning memo dated 11.02.2013.

**Ex.PW1/9 (colly)-** Cheque no.211279 dated 29.06.2013 amounting to Rs.60,000/- along-with returning memo dated 29.06.2013.

**Ex.PW1/10 (colly)-** Loan application of defendant's son.

**Ex.PW1/11-** Reply letter dated 23.07.2018.

**Ex.PW1/12-** Legal notice dated 19.09.2018.

**Ex.PW1/13 (colly) (OSR)-** Receipts dated 23.01.2018, 03.12.2018, 10.03.2019 and 07.04.2019.

**Ex.PW1/14 (OSR)-** Recent house tax receipt dated 30.06.2018 for the year 2018-19.

**Mark A-** List of allottees prepared by society.

**Mark B-** PAN card of defendant's son.

**Mark C-** Aadhar card of defendant's son.

**Mark D-** Salary slip of defendant's son.

**Mark E-** ITR of defendant's son.

**Mark F-** Form 16 of defendant's son.

**Mark G-** Written notice.

Since none appeared for the defendant to cross-examine PW1, plaintiff's evidence was closed vide order dated 13.05.2025. No defendant's evidence is led by defendants despite opportunities, thereafter final arguments were heard in the present matter on behalf of plaintiff. No final arguments addressed on behalf of defendants despite opportunity was given to the defendants. During the pendency of the case, on an application of the plaintiff u/O 12 Rule 6 CPC, the suit of the plaintiff was partly decreed to the extent thereby directing the defendants to handover the vacant peaceful possession of the suit property to the plaintiff. Consequently, the plaintiff had received the possession of the suit property and vide statement of the Ld. counsel for the plaintiff the relief mentioned in the prayer clause at point (a) was withdrawn as the same having been satisfied.

**D)** I have heard final arguments addressed by Ld. Counsel for the plaintiff and perused the record. I have considered the same.

**E) ISSUE-WISE FINDINGS:**

**ISSUE NO. 2: Whether the plaintiff is entitled for the decree of Rs.12,16,000/- along-with interest pendente lite and future @ 15% p.a as claimed in prayer clause b) of the plaint? OPP**

(i) PW-1 Sh. L. N Gulati has filed his affidavit in evidence wherein the averments of the plaint were reiterated. PW1 also proved on record various documents. The material documents, *inter alia*, are suit property documents i.e. Ex- PW1/2 (Share Certificate dated 01.01.1983) & Ex-PW1/3 (Allotment cum demand Letter dated 24.11.1994), Rent/license agreements (Ex. PW1/4 to Ex. PW1/6), legal notice dated 19.09.2018 (Ex. PW1/12), etc.

(ii) It is pertinent to note that during the pendency of the present suit, the statement of one of the legal representatives of the deceased defendant, namely Madhu Mehra (wife of the deceased defendant), was recorded on 09.08.2023 under Order X CPC. In her statement, she unequivocally admitted that her deceased husband, along with the family members, had been inducted into the suit property as a tenant under the plaintiff. The defence set up by the defendants is that after such induction as tenants in August 2002, the deceased defendant entered into an oral agreement to purchase the suit property from the plaintiff for a total sale consideration of Rs.20,00,000/-, out of which Rs.1,00,000/- was initially paid and the remaining Rs. 19,00,000/- lakhs was subsequently paid in cash. However, the defendants have failed to place on record any cogent or reliable documentary evidence in support of the said agreement to sell or the payment of such consideration.

(iii) Even as per their own version, the entire transaction was in cash and the agreement was purely oral. Such a plea, in the absence of any supporting evidence, does not inspire confidence of this Court and cannot be accepted.

(iv) Furthermore, despite sufficient opportunities being granted, the defendants failed to lead any evidence to substantiate their defence. No proof of payment of sale consideration or any document evidencing transfer of ownership has been brought on record.

(v) In these circumstances, and in the absence of any evidence to the contrary, it can safely be concluded that the defendants have failed to establish their plea of ownership over the suit property. The legal status of the LRs of deceased defendant in the suit property, therefore, remains that of tenants under the plaintiff.

(vi) As per the case of the plaintiff, the deceased defendant has not paid rent of the suit property since July 2011. In prayer clause no. 'b' of the plaint, the plaintiff has claimed a sum of Rs.12,60,000/- towards arrears of rent.

(vii) In his evidence by way of affidavit, the plaintiff has deposed that the rent of the suit property was enhanced in January 2013 from Rs.12,000/- per month to Rs.15,000/- per month. The said testimony has remained unchallenged and uncontroverted, as the defendants failed to cross-examine the plaintiff despite opportunity. It is a settled principle that where a witness is not subjected to cross-examination on a material aspect, the testimony on that aspect is deemed to have been

admitted.

(viii) In the present case, there is nothing on record to discredit or disbelieve the aforesaid statement of the plaintiff. Accordingly, this Court finds no reason to doubt that the last enhanced rate of rent of the suit property was Rs. 15,000/- per month.

(ix) However, it is a settled proposition of law that each month's rent constitutes a separate and distinct cause of action. As per Article 52 of the Limitation Act, 1963 the period of limitation for recovery of arrears of rent is three years from the date when the rent becomes due. Consequently, the limitation period is to be computed independently for each default.

(x) In view thereof, the plaintiff is entitled to recover only such arrears of rent which became due within a period of three years immediately preceding the date of institution of the suit. Any claim pertaining to rent which became due beyond the said period of three years is barred by limitation and is not legally recoverable.

**ISSUE NO. 3: Whether the plaintiff is entitled for the directions against the defendant for payment of damages/mesne profit @ Rs.15,000/- per month w.e.f. September 2018 and till actual vacation of the premises, as claimed in prayer clause c) of the plaint? OPP.**

(i) The plaintiff has also claimed damages/mesne profits at the rate of Rs.15,000/- per month from September 2018 till the actual vacation of the suit property.

(ii) The present suit was instituted in November 2018. Subsequently, a decree for possession was passed in favour of the

plaintiff under Order XII Rule 6 CPC, pursuant to which the plaintiff recovered possession of the suit property on 31.07.2024.

(iii) The plaintiff has already served a legal notice dated 19.09.2018 upon the deceased defendant, thereby, terminating the tenancy. At this stage, it is relevant to note that once the relationship of landlord and tenant stands terminated, the occupation of the defendant becomes unauthorized, and the plaintiff becomes entitled to mesne profits for such use and occupation.

(iv) Accordingly, the plaintiff is entitled to recovery of damages/mesne profits at the rate of Rs.15,000/- per month from the date of legal notice i.e, 19.09.2018, till the date of handing over of possession of the suit property, i.e., 31.07.2024.

**ISSUE NO. 4: Whether the suit is undervalued for the purposes of court fee and jurisdiction?OPD.**

The burden to prove this issue was upon the defendant, however, defendants have not led any evidence in this regard. hence this issue decided against the defendants.

#### **RELIEF**

In the light of the aforesaid facts, the suit of the plaintiff is decreed as under:

A decree is passed in favour of the plaintiff and against the defendants for recovery of Rs. 15,000/- per month towards arrears of monthly rent for period of three years immediately preceding the date of institution of the suit along with interest @ 8% per annum for the said arrears of rent (month wise) till the date of realization.

A decree is passed in favour of the plaintiff and against the defendant towards damages/mesne profits at the rate of Rs.15,000/- per month from the date of legal notice, i.e., 19.09.2018, till the date of handing over of possession of the suit property, i.e., 31.07.2024 along with interest @ 8% per annum on the said amount (month wise) till the date of realization

**Cost of suit is also awarded in favour of plaintiff.**

**Decree sheet be prepared accordingly.**

**File be consigned to record room as per rules.**

**Announced in the open  
Court on 18.04.2026**

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