

CS No.1162/17

SHEETAL KHURANA Vs. MONICA MAHAJAN

28.10.2021

Present: Plaintiff in person with counsel Sh.Himanshu Pathak Adv.

Ms.Gaurisha Aggarwal Adv. Ld. Proxy counsel for defendant.

Adjournment sought by Ld. Counsel for defendant submitting that main counsel is not available today.

Strongly opposed by Ld. Counsel for plaintiff submitting that matter is lingering on for so many dates. He submits that evidence may be recorded on the next date but prays for disposal of the application under Section 15(A) CPC moved by the plaintiff, whose reply has already been filed by the defendant.

Plaintiff has filed the present suit for possession, recovery of arrears of rent and mesne profits in respect of the suit property on the ground that plaintiff had purchased the suit property from the defendant vide registered Sale Deed dated 08.04.2016. Since the plaintiff and defendants are known to each other, the suit property was given on rent by the plaintiff to the defendant vide registered Lease Deed dated 08.04.2016 at monthly rent of Rs.25,000/- per month and another registered Lease Deed dated 06.04.2017 was also executed between the parties on similar terms.

Since certain cheques given by the defendant to the plaintiff as rent were dishonoured, the rent agreement stood terminated on account of breach of clause 6 of the Lease Deed. Hence the present suit and subsequent application.

Perusal of the reply filed by the defendant to the application under Section 15(A) CPC reflects that the stand of the defendant is that

CS No.1162/17

SHEETAL KHURANA Vs. MONICA MAHAJAN

there existed some loan transaction between the husbands of the plaintiff and the defendant and during the course of the said loan transaction, the defendant agreed to execute the documents in favour of the husband of plaintiff to secure the loan but the plaintiff and her husband malafidely got the Sale Deed and Rent Agreements executed from the defendant.

Perused the copy of the Sale Deed and the original registered Rent Agreements. Perusal of the Lease Deed dated 06.04.2017 reflects that rent was Rs.25,000/- per month. There are five cheques of Rs.25,000/- each issued by the defendant in favour of the plaintiff dated 10.06.2017, 10.07.2017, 10.08.2017, 10.09.2017 and 10.10.2017 which were dishonoured. There is nothing on record filed by the defendant which could show that the payment was made by the defendant to the plaintiff since July 2017 in respect of the rent.

Thereofre, taking a prima facie view, it is directed that defendant shall deposit/pay the plaintiff the arrears of rent @ Rs.25,000/- per month from 02.07.2017 till October 2020 within a period of one month from today and shall continue to deposit/ pay the use and occupation charges @ Rs.25,000/- per month on 10th of each succeeding English calender month during the pendency of the suit. Application u/s 15(A) CPC is disposed off.

Put up for PE on **07.03.2022**.

(MUNISH MARKAN)
Additional District Judge-03
Patiala House Courts, New Delhi
28.10.2021