

**IN THE COURT OF AASHISH GUPTA, DISTRICT JUDGE-01,  
NORTH-EAST DISTRICT, KARKARDOOMA COURTS, DELHI**

In the matter of

**RCA DJ No. 65/25  
CNR No: DLNE010037482025**

Mohd. Zeeshan  
S/o Mohd. Irfan  
Shop No. 3, In property No. C-6/52,  
Main Road, Brahmpuri,  
Adjacent Gali No. 24,  
Chauhan Bangar, New Seelampur,  
Delhi - 110053

..... Appellant

Versus

Smt. Shamshir Bano  
W/o Late Mohd. Aftab  
R/o H.No. C-6/5, Main Road,  
Brahmpuri, Chauhan Bangar,  
New Seelampur, Delhi - 110053

..... Respondent

**Date of institution : 08.12.2025  
Reserved on : 17.04.2026  
Date of Decision : 27.04.2026**

**JUDGMENT**

1. The present first appeal impugns the judgment and decree dated 17.11.2025 passed in CS no. no. 217/22 (hereinafter referred as the '**impugned order/decree**') whereby the Ld. Trial Court has

decreed the entire suit of the respondent/plaintiff. Being aggrieved, defendant/appellant is in appeal.

2. For the sake of convenience, parties shall be referred to by the nomenclature used in the Ld. Trial Court.
3. Plaintiff had *inter alia* sued the defendant on the basis of landlord-tenant relationship. It was her case that she inducted defendant as a tenant in a shop on 18.01.2017 at an initial rent of Rs. 11,000/-. This rent agreement was in writing and on various dates different agreements ( total 5 agreements) were entered in writing between the parties. The last agreement was entered on 06.11.2020. The same was with effect from 01.11.2020 till 30.09.2021. The last paid rent was Rs. 13,000/-.
4. It is plaintiff's case that eventually plaintiff allowed defendant to occupy his shop till December 2021. As per plaintiff, despite notice to vacate, defendant did not vacate the shop and hence suit for eviction and arrears of rent etc. was filed.
5. The property in dispute is private shop no. 3, located in H No. C-6/52, Main Road, Brahmपुरi, adjacent gali no. 24, Chauhan Bangar, New Seelampur, Delhi-53 (hereinafter referred to as '**suit property**').
6. Defendant filed his written statement wherein he admits landlord-tenant relationship. But, he denies having signed the 5 agreements of the rent set up by the plaintiff and claims that he paid a security amount of Rs. 5,00,000/- to enter into the shop of question. As per

him, the last agreed rent for the suit property was Rs. 1500/- per month. He also dismissed receipt of any legal notice or the fact that he is in arrears of rent.

7. It is pertinent to note, as per defendant, the tenancy between the parties was oral and the security sum of Rs. 5,00,000/- was paid in the presence of Afzal and Mohd. Abid.
8. The Ld. Trial Court based on evidence brought on record has decreed the suit of the plaintiff.
9. Counsel for defendant argued that the judgment is erroneous as the trial court failed to take note of the defence plea qua security money and the fact that the rent of the property was Rs. 1500/- per month. As per counsel for defendant, the Ld. Trial court did not appreciate the evidence in correct perspective and therefore, the impugned judgment and decree should be set aside.
10. On the other hand, counsel for plaintiff argued that the judgment is well reasoned and does not call for any interference by this court.
11. I have given thoughtful consideration to the rival arguments of the parties and have gone through the entire Trial Court record.
12. In my humble opinion, the Ld. Trial Court has passed a well reasoned judgment which does not call for any interference by this court.

13. As per plaintiff's evidence, there are as many as 5 written rent agreements all exhibited as Ex.PW1/6 (colly) as per which defendant entered the suit property as a tenant on 20.01.2017 and continued for various periods of 11 months each till 30.09.2021. The initial rent began from Rs. 11,000/- per month and it increased to Rs. 13,000/- per month eventually.
14. Save and except the bald assertion of the defendant that the said documents are false and fabricated and they do not bear his signature, he has not brought on record any cogent evidence to show otherwise. It is pertinent to note that each of the said documents/rent agreements (forming part of Ex.PW1/6) are signed in Hindi language. The signature on the said documents match with defendant's signature on court summons received by the defendant on 09.05.2022. As per trial court record, defendant entered appearance before the trial court after service effected from 09.05.2022 only.
15. I may note that in the written statement filed by the defendant, he has signed in English language. Counsel for the defendant argued that since the written statement, affidavits filed before Trial Court and the statement in evidence recorded by defendant are all signed in English language by defendant, it shall mean that the Hindi signature of defendant as contained on Ex.PW1/6 (colly) are not of the defendant.
16. I am not inclined to accept the said argument raised by the defendant. If defendant only signed in English and he was not a

signatory of any of the five rent agreements forming part of Ex.PW1/6, he could have proved this fact by bringing on record his contemporary signatures. This could have been done by producing his bank account records or any Govt. documents like PAN card etc. showing that he actually signs in English language only. No such evidence was led by defendant.

17. In contrast, the summons served on the defendant in the suit are actually signed in Hindi language which completely matches with the signatures of defendant on 5 rent agreements Ex.PW1/6 (colly). When the said signatures on the court summons Ex.DW1/P1 were put to the defendant (during his cross-examination), defendant attempted to deny the said signatures by claiming that he never received the said summons. This is contrary to the record in as much as it was only after the said summons that defendant entered appearance in court. Thus, it appears that only to set up a false claim disputing the rate of rent and to set up a claim of security money, defendant cooked up a story about his signature language.

18. I may note that as per record, defendant himself replied to the legal notice sent by plaintiff Ex.PW1/9. As per said reply notice, purportedly defendant gave a security money of Rs. 5,00,000/- to the plaintiff in the presence of one Afzal and Mohd. Abid. This fact is reiterated by defendant in his written statement as well as in his affidavit in evidence Ex.PW1/A. But, surprisingly, defendant never produced any of the said two persons as

witnesses before the Ld. Trial court. If any sum was given as a security to the plaintiff in the presence of the above two individuals, defendant should have produced the said witnesses in his defence to prove the said fact. His failure to do so calls for drawing an adverse inference against the defendant.

19. Yet again, if any money was given by defendant as security, why he did not take any receipt in this regard from the plaintiff or transfer the said money through banking channels so as to keep a paper trail.
20. In my humble opinion, plaintiff categorically has proved her evidence. She herself stepped in witness box as PW3 and also produced the attesting witnesses to the rent agreements Ex.PW1/6 namely Allauddin/PW2. Nothing has come out from the cross-examination of either of the two witnesses to disbelieve the fact stated by them.
21. As per Ex.PW1/6 (colly), defendant started to occupy the suit property from 20.01.2017 at an initial rent of Rs. 11,000/- per month and he continued therein till September 2021 at the rent of Rs. 13,000/- per month. Admittedly, defendant is a tenant and his tenancy stood terminated by way of legal notice Ex.PW1/7. Defendant took up a false and bogus plea of giving a security money of Rs. 5,00,000/- without any cogent basis and miserably failed to prove it.

22. The Ld. Trial Court correctly appreciated the entire evidence and returned a correct findings of fact qua each of the issues. There is no infirmity in the impugned judgment and as such plaintiff is entitled to each of the reliefs granted to her.
23. Accordingly, the appeal fails. It is dismissed with costs of Rs. 20,000/- to be paid to the plaintiff.
24. Let a decree sheet be prepared accordingly.
25. Let copy of the judgment passed in appeal along with decree-sheet be sent to Ld. Trial Court.

**Announced in the  
open Court on 27.04.2026**

**Aashish Gupta  
District Judge-01, North-East District,  
Karkardooma Courts, Delhi**