

IN THE COURT OF SH. SIDHARTH MATHUR
DISTRICT JUDGE (NORTH-01): ROHINI COURTS: DELHI



CS DJ No. 454/23

CNR No. : DLNT010068802023

1. Naresh Chandra Agrawal
2. Rujal Agarwal

.... Plaintiffs

Versus

Bijender Singh Tomar

....Defendant

Date of Institution : 05.07.2023

Date of arguments : 06.06.2026

Date of order : 06.06.2026

SUIT FOR EJECTMENT, POSSESSION AND RECOVERY
OF ARREARS OF RENT & DAMAGES WITH INTEREST

JUDGMENT

1. The plaintiffs are the owners cum landlords of the suit property at 408, Block B, Sector -29, Rohini, New Delhi – 85. The defendant was inducted as a tenant therein vide registered Lease Deed PW1/4 for 22 months. His monthly rent was Rs. 14,500/- for the initial 11 months

which was to be increased by 10% for the remaining 11 months as per the terms of the Lease Deed. The defendant was also liable to pay the monthly society maintenance charges @ Rs. 1,000/- as well the monthly water charges @ Rs. 820/- p.m. He was further liable to pay electricity charges as per consumption. The defendant defaulted in the payment of the rent for November 2019 to August 2021 whereby he had incurred a liability of Rs. 88,450/- after necessary deductions of the amount paid and the amount due. The defendant did not vacate after the lapse of the lease and hence he was liable to pay Rs. 1,500/- per day towards the damages as per Clause 21 of the Lease Deed whereby he became liable to pay Rs. 9,45,000/- for September 2021 to April 2023. He was also liable to pay the pending water charges @ Rs. 35,260/- till April 2023, society maintenance charges @ Rs. 43,000/- till April 2023 and electricity charges @ Rs. 59,785/- till May 2021. Thus, the defendant became liable to pay total Rs. 11,75,445/- upto April 2023 towards his arrears of rent, damages for unauthorized occupation, water charges, society maintenance charges and electricity charges. The tenancy was terminated vide Legal Notice PW1/6 issued on 05.05.2023. However, the same was not complied and hence this suit was filed for the ejectment; recovery of Rs. 11,75,445/- together with interest and damages for unauthorized occupation @ Rs. 45,000/- per month till his eviction.

2. The defendant was served. He filed his WS. In his WS, he had admitted the relationship and the execution of the Lease Deed. He however denied his liability to pay any

arrears of rent, damages or other charges by stating that he has been clearing them on time.

3. During these proceedings, the defendant handed over the possession and the keys of the suit property to the plaintiff before this Court on 01.07.2024. Vide this handing over, the relief of eviction sought by the plaintiffs stood complied. Their suit thus remained for recovery of the arrears of rent, damages and other charges. The issues in that regard were framed on 01.02.2025 and the trial was commenced thereupon.

4. In support of their case, the plaintiffs examined their SPA PW-1 Parag Aggarwal vide his affidavit Ex.PW1/A wherein he reiterated the contents of the plaint regarding the recovery of the rent, damages and other charges. He was not cross examined as the defendant remained absent. The PE was then closed on 21.11.2025. Despite repeated opportunities, the defendant neither appeared, nor filed any DE whereby his right in respect thereof was closed on 06.06.2026.

5. From the pleadings of the parties, following issues were framed vide order dt. 01.02.2025:-

1. **Whether the plaintiff is entitled to a decree for a sum of Rs. 11,75,445/- till April 2023 and thereafter @ Rs. 45,000/- p.m. till eviction, as prayed for in prayer Clause – B of the plaint? OPP.**

2. **Whether the plaintiff is entitled to any interest on the said amount, if yes, at what rate and for what period? OPP.**

3. **Relief? OPP.**

6. The onus to prove the aforesaid issues was on the plaintiffs. However, the unrebutted testimony of the PW-1 as well as the pleadings of the defendant, the execution of the Lease Deed PW1/4 is admitted between the parties. It is clear from this Lease Deed that the defendant was to pay rent @ Rs. 14,500/- per month for the first 11 months upto August 2020 and for the remaining 11 months upto August 2021, his rent would be increased by 10% to Rs. 15,950/-. But defendant only paid Rs. 2,46,500/- towards his rent for the aforesaid 22 months, though his liability was of Rs. 3,34,950/-. The record thus establishes that the arrears of rent due towards the defendant were Rs. 88,450/-, which the defendant is liable to pay.

The lease of the defendant expired on August 2021. His tenancy thereafter became a month to month tenancy at the rent last payable i.e. Rs. 15,950/-. His tenancy was terminated vide Legal Notice PW1/5 w.e.f. 01.06.2023. So the defendant is liable to pay rent @ Rs. 15,950/- per month w.e.f. 01.09.2021 to 31.05.2023 towards his month to month tenancy.

The defendant did not vacate the premises pursuant to the said Legal Notice. He vacated it before the Court on 01.07.2024 whereby he is liable to pay damages for his unauthorized occupation from 01.06.2023 to 01.07.2024. The plaintiffs are claiming the same at Rs. 45,000/- per month. That seems to be exaggerated and exorbitant. I am inclined to grant damages for the period 01.06.2023 to 01.07.2024 at the last rent payable i.e. Rs. 15,950/- per month.

The defendant is also liable to pay water charges @ Rs. 820/- per month and society maintenance charges @ Rs. 1,000/- per month till he vacated the premises.

The defendant is also liable to pay electricity charges till he vacated. However, the plaintiffs have only claimed these charges till May 2021 and have not placed on record proof of any further consumption or non-payment by the defendant. In absence of any further evidence qua the liability of electricity charges, I can only grant the same till May 2021 @ Rs. 59,785/-.

Since the aforesaid dues have been pending from the side of the defendant, he is also liable to pay interest on all the aforesaid monetary liabilities @ 6% per annum.

The suit is within limitation.

7. In view of the reasons assigned herein above, the suit of the plaintiff is decreed as below:

- (a) Decree of payment of arrears of rent @ Rs. 15,950/- per month w.e.f. 01.09.2021 to 31.05.2023 alongwith water charges @ Rs. 820/- per month till 01.07.2024, society maintenance charges @ Rs. 1,000/- per month till 01.07.2024 and electricity charges @ Rs. 59,785/- till May 2021, is passed in favour of the plaintiffs and against the defendant; and
- (b) Decree of payment of interest @ 6% per annum on all the aforesaid monetary liabilities, is passed in favour of the plaintiffs and against the defendant.
- (c) Plaintiffs shall also be entitled to the costs.

8. Decree sheet be prepared accordingly.

9. File be consigned to record room after necessary compliance.

Announced in the Open Court
on 6th day of June 2026

(Sidharth Mathur)
District Judge-01/North
Rohini Courts/Delhi