

CS DJ No. 992/24
Ashish Verma Vs. Deepak Kumar

12.11.2024

Fresh suit has been received by way of assignment. It be checked and registered as per rules.

Present: Sh. Inderjeet Singh, Ld. Counsel for the plaintiff.

Heard. Perused.

1. This is a suit u/O 37 CPC. Perusal of record shows that the plaintiff has alleged that he had executed a Lease Agreement with the defendant no. 1 in June, 2022 as per which he had paid a sum of Rs.6,50,000/- to the defendant no. 1. It is submitted that this amount was liable to be returned by the defendant no. 1 at the time of the expiry of the lease. However, in July 2024, the plaintiff was dispossessed from the suit property by the officials of Indian Bank by virtue of an order passed by the Court of Ms. Rajni Ranga, Ld. CJM, North-West District, Rohini, Delhi in a case titled as Indian Bank Vs. Deepak Kumar & Others. Hence, the plaintiff has filed the present suit for recovery of the amount which was liable to be refunded by the defendant no. 1 by virtue of the Lease Agreement.

2. Record perused.

3. Perusal of the Agreement shows that the same was executed on 11.06.2022. On Page no. 3, it is specifically mentioned in Clause I that the Agreement was for a period of 11 months. Further, in Clause no. 15, it is mentioned that the first party i.e. the defendant no. 1 had received a sum of Rs.6,50,000/- from the plaintiff. The impugned Clause is reproduced as under :-

“15. That the first party has received a sum of Rs.6,50,000/- (rupee Six Lakh Fifty Thousand only) = Rs.6,20,000/- on 11.06.2022 + Rs.30,000/- upto 11.09.2022, from the second party, as interest free security, which will be refundable at the time of expiry of the tenancy period.”

4. In the opinion of the Court, only Rs.30,000/- was the interest free security which was refundable at the time of the expiry of the tenancy period. Further, as per the plaintiff's own documents, the tenancy stood expired in May 2023.

5. It is submitted by Ld. counsel that the tenancy was extended by a further Agreement. However, he is unable to file the same on record today, as due to the dispossession by the bank's officials, certain documents were misplaced.

6. Ld. counsel is directed to argue on the maintainability of the present suit. Hence, put up for arguments on **22.02.2025**.

(RUCHIKA SINGLA)
DJ-03 (N/W)
Rohini Courts :Delhi/12.11.2024.