

IN THE COURT OF LD. DISTRICT JUDGE-01
SOUTH-EAST DISTRICT, SAKET COURTS: NEW DELHI

CS DJ - 534/2025

Ms. Saumya Roy

D/o Sh. Surendra Roy

R/o C-11, Ground Floor,

Greater Kailash-I,

New Delhi-110048.

.....Plaintiff

Versus

Sh. Harmeet Singh Kohli

Presently R/o S-307, Second Floor,

Greater Kailash-I,

New Delhi-110048.

ALSO AT :

74, C-2 Block, Janakpuri,

New Delhi-110048.

.....Defendant

JUDGMENT

1. The present suit has been filed by the plaintiff for the eviction of the defendant and claim of arrears of rent with respect of property bearing No.S-307, 2nd floor, Greater Kailash-I, New Delhi-110048 (hereinafter referred to as the Suit Property).
2. Ld. counsel for plaintiff has submitted that plaintiff is absolute owner of the suit property bearing No.S-307, 2nd floor, Greater Kailash-I,

New Delhi-110048. It is further submitted that the suit property was leased to defendant vide registered Lease Deed dated 23.09.2023 and defendant was inducted as a tenant vide the said Lease Deed on monthly rent of Rs.56,000/- per month along with 7.5 % annual escalation.

3. It is further submitted that initially, the defendant paid the monthly rent timely. However, after that defendant started delaying the payment of rent and has not paid the rent after June 2024. As defendant was not paying the rent, plaintiff issued Legal Notice dated 19.05.2025 which has been duly received by defendant. It is further submitted that total amount of Rs.7.70 lacs till filing of the suit is to be paid by defendant and user charges after filing of the suit are also to be paid by defendant.
4. It is further submitted that in the Written Statement filed by defendant, the defendant has admitted the case of the plaintiff. It is further submitted that the defendant had admitted that he entered into the Lease Deed between the parties. It is further admitted by defendant that the Legal Notice has been received by him and defendant has not paid the rent amount for certain period.
5. Thus, it is submitted that the defendant has admitted the case of the plaintiff that parties were in relationship of landlord and tenant and that the complete rent has not been paid by defendant and that defendant has received the notice for ejectment of the suit property. On these grounds, Ld. Counsel for plaintiff has stated that based upon admissions of defendant, defendant be directed to vacate the suit property.
6. Heard. Perused.

7. The Written Statement of the defendant reveals that the defendant has admitted that he entered into lease agreement with the plaintiff vide registered Lease Deed dated 23.09.2023. He further admitted that he received the Legal Notice and requested the plaintiff to adjust the security amount and the amount spent by the defendant on repair of the suit property.
8. Further, the Written Statement reveals that defendant has admitted that due to personal financial situation, he could not pay the rent as per the Lease Deed. Defendant has also not disputed the rent of the suit property.
9. Thus, what is clear is that the defendant has admitted the relationship of landlord and tenant between the parties. He has further admitted that non-payment of rent although certain adjustments are sought to be made, the same would not cover the pending rent prior to sending of the Legal Notice and defendant is required to prove that he spent the amount on the repair of the suit property. However, reading of the Written Statement reveals that pendency of some amount of rent is admitted by defendant. Further, defendant has nowhere claimed that rent of the suit property is less than Rs. 3,500/- per month or the tenancy is covered by the Delhi Rent Control Act.
10. In view of the above discussion, this court is of the opinion that defendant has made enough admissions to decree the suit qua prayer of possession.
11. As far as the issue of pending amount is concerned, the plaintiff has claimed rent of Rs.7.70 lacs whereas the defendant has stated in the Written Statement that certain amount has been spent by him, which has to be adjusted. As such, there is clear and unambiguous

admission of pendency of rent. Ld. Counsel for plaintiff during the course of arguments has restricted the application to the eviction of the tenant under prayer clause A only.

12. In view of same, the application under Order XII Rule 6 C.P.C. is allowed.
13. Defendant is directed to vacate the Suit Property i.e. property bearing No.S-307, 2nd floor, Greater Kailash-I, New Delhi-110048 within 30 days.
14. Decree-sheet be prepared accordingly.
15. List for ex-parte PE **for 20.03.2026.**

Announced in the open

Court on 13.02.2026

**(RAHUL BHATIA)
District Judge 01(SE),
Saket Courts, New Delhi**