

IN THE COURT OF GAURAV: DISTRICT JUDGE-01
SHAHDARA DISTRICT, KARKARDOOMA COURTS:
DELHI

CS No. 743/2023

In the matter of:-

Veena Rastogi

..... Plaintiff

Versus

Sandeep Nagpal

..... Defendant

17.09.2025

ORDER

1. Vide this order, I shall decide the application filed on behalf of the plaintiff under Order XXXIX Rule 10 read with Section 151 Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*), seeking recovery of rent/mesne profit.
2. No formal reply to the aforesaid application has been filed on behalf of defendant.
3. Arguments were heard at length on behalf of Ld. Counsels for parties.
4. Written arguments to the aforesaid application were filed on behalf of the defendant.
5. The plaintiff has filed the present suit for possession and recovery of arrears of rent of Rs. 84,000/-, against the defendant.
6. Ld. Counsel for the plaintiff contended that the defendant was inducted as a tenant in the property i.e. Upper Ground Floor of H. No. 7/109, Arjun Gali, Vishwas Nagar, Shahdara, Delhi-110032 (*hereinafter referred to as "suit property"*), pursuant to a registered rent agreement dated 20.04.2023 for a

fixed term of 22 months, ending on 18.02.2025. The agreed monthly rent was Rs. 28,000/-, exclusive of other charges.

7. He further contended that the defendant defaulted in payment of rent from 19.06.2023 onwards. Initially, the rent was payable at Rs. 28,000/- per month, which was later revised to Rs. 30,800/- per month from 19.03.2024 as per the terms and condition of the registered rent deed. Despite repeated demands and issuance of legal notice dated 23.08.2023, the defendant failed to make the payment. A cheque for Rs. 56,000/- issued by the defendant's father was also dishonoured upon presentation due to insufficient funds.

8. He further contended that the defendant, in his written statement, has admitted the existence of the said registered rent deed and also admitted that rent has not been paid since 19.06.2023. However, despite such admission, the defendant neither paid the arrears nor deposited the same in Court.

9. He further contended that the defendant is liable to deposit the arrears of rent from 19.06.2023 till date and continue to pay future rent as per the registered rent deed until disposal of the suit.

10. Per contra, Ld. Counsel for the defendant vehemently opposed the present application and contended that prior to the commencement of tenancy, the suit property was not fully furnished. The plaintiff allegedly assured the defendant that he may undertake the furnishing work himself and that the expenses incurred would be reimbursed or adjusted in future rent. The defendant has already spent an amount of Rs. 41,000/- on furnishing the suit property.

11. He further contended that when the defendant sought reimbursement, the plaintiff allegedly asked him to pay rent for

the period from 20.05.2023 to 19.06.2023 and assured that the furnishing expenses would be adjusted against future rent. The defendant also deposited an amount of Rs. 28,000/- in the plaintiff's account via online banking.

12. He further contended that on 20.06.2023, in the defendant's absence, the plaintiff and her husband visited the suit property and fraudulently obtained a cheque of Rs. 56,000/- from the defendant's father. Upon request for return of the cheque and adjustment of Rs. 41,000/-, the plaintiff allegedly stated that the amount would be adjusted against rent dues from 20.06.2023 to 19.08.2023. However, the cheque was never returned, and the defendant's father instructed his bank to stop payment.

13. I have considered the rival contentions made by the parties and carefully perused the entire material available on record.

14. Before advertng to the merits of the present application, it would be apposite to refer to the relevant provisions of Order XXXIX, Rule 10 CPC, which reads as under: -

“10. Deposit of money etc., in Court. - Where the subject-matter of a suit is money or some other thing capable of delivery and any party thereto admits that he holds such money or other thing as a trustee for another party, or that it belongs or is due to another party, the Court may order the same to be deposited in Court or delivered to such last-named party, with or without security, subject to further direction of the Court.”

15. In a landlord-tenant dispute, where their relationship is admitted, the obligation of the tenant to pay rent for the tenanted premises during the period that the tenant is in occupation of the premises cannot be disputed. Inherent in this admission is embedded an obligation to pay the rent/occupation charges, because the admission of the said relationship excludes a claim based on any other title to the property. The relationship between a landlord and a tenant is one where the tenant agrees to pay the

rent /occupation charges in consideration for the right granted to him by the landlord to use and occupy the premises. Therefore, he cannot be permitted to remain in arrears of rent/occupation charges while being in use or occupancy of the premises.

16. It is pertinent to note herein that in para nos. 2 and 3 of the plaint, the plaintiff has specifically pleaded that the defendant was inducted as a tenant in respect of suit property at a monthly rent of Rs. 28,000/-, exclusive of other charges, pursuant to a registered rent agreement dated 19.04.2023. The tenancy was for a fixed period of 22 months commencing from 19.04.2023 to 18.02.2025, with rent payable in advance on or before the 20th day of each English calendar month. In reply to these averments, the defendant, in his written statement, has merely stated that the contents of para nos. 2 and 3 of the plaint are “matters of record” and “need no reply”. Such a response amounts to an implied admission of the tenancy terms and the existence of the registered rent agreement, thereby strengthening the plaintiff’s claim regarding the admitted relationship of landlord and tenant and the agreed rate of rent and schedule of rent payment.

17. On perusal of the pleadings, written arguments and supporting documents, it is evident that the tenancy and registered rent deed dated 19.04.2023 are not disputed by the defendant. In his written statement, the defendant has neither denied the existence of the registered rent deed nor disputed the plaintiff’s specific allegation that no rent has been paid since 19.06.2023. Crucially, the defendant has not claimed that rent was paid in cash or through any other mode after 19.06.2023. This silence amounts to an implied admission of non-payment, subject only to an alleged claim for adjustment of Rs. 41,000/- towards furnishing expenses.

18. The defendant's contention regarding adjustment of furnishing expenses is a matter requiring evidence and cannot be conclusively determined at this interlocutory stage. No documentary proof of such expenditure or any agreement for adjustment has been placed on record. The dishonour of the cheque issued by the defendant's father, coupled with the absence of any alternate payment mechanism or deposit in Court, further supports the inference of non-payment. The defendant's failure to assert any payment after 19.06.2023 and his non-denial of the plaintiff's allegation of default justify invocation of Order XXXIX Rule 10 CPC.

19. Keeping in view of the admission of registered rent deed and admission of the rate of rent and relationship of landlord and tenant between the parties, the present application under Order XXXIX Rule 10 read with Section 151 CPC is hereby allowed. Accordingly, it is directed that the defendant shall pay the arrears of rent from 19.06.2023, calculated at Rs. 28,000/- per month from 19.06.2023 to 18.03.2024 and Rs. 30,800/- per month, thereafter, to the plaintiff in her bank account to till date, within 30 days from the date of this order. The defendant is also directed to continue to deposit or pay the admitted future rent on or before 10th day of every English calendar month, in the bank account of plaintiff, till handing over the possession of suit property. The plaintiff shall file details of her bank account, within three days from today. Application is disposed of accordingly.

(Typed to the dictation directly, corrected and pronounced in open court on 17.09.2025).

(GAURAV)
DISTRICT JUDGE-01
SHAHDARA DISTRICT
KARKARDOOMA COURTS
DELHI