

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

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CS No. 743/2023

In the matter of:-

Veena Rastogi

..... Plaintiff

Versus

Sandeep Nagpal

.....Defendant

16.02.2026

ORDER

1. Vide this order, I shall decide the application filed on behalf of the plaintiff under Order XII Rule 6 read with Section 151 Code of Civil Procedure, 1908 (*hereinafter referred to as "CPC"*), seeking recovery of possession of the Upper Ground Floor of property bearing no. 7/109, Arjun Gali, Vishwas Nagar, Shahdara, Delhi-110032 (*hereinafter referred to as the "suit property"*) on the basis of admissions made by the defendant in the pleadings.

2. The plaintiff has instituted the present suit for possession and for recovery of arrears of rent amounting to Rs. 84,000/- (Rupees Eighty-Four Thousand Only), along with other consequential reliefs.

3. It is the case of the plaintiff that the defendant was inducted as a tenant in the suit property pursuant to a registered rent agreement dated 19.04.2023 for a fixed term of twenty-two months commencing from 19.04.2023 and ending on 18.02.2025. The agreed rate of rent was Rs. 28,000/- (Rupees Twenty-Eight Thousand Only) per month, exclusive of other charges, payable

in advance on or before the 20th day of each English calendar month. As per the terms of the agreement, the rent stood enhanced to Rs. 30,800/- (Rupees Thirty Thousand Eight Hundred Only) per month with effect from 19.03.2024.

4. It is the further case of the plaintiff that the defendant defaulted in payment of rent with effect from 19.06.2023. Despite repeated requests and service of legal notice dated 23.08.2023, the defendant failed to clear the arrears. A cheque amounting to Rs. 56,000/- (Rupees Fifty-Six Thousand Only) issued by the father of the defendant was dishonoured upon presentation.

5. In the written statement, the defendant has not denied the existence of the registered rent agreement dated 19.04.2023. In reply to paragraphs 2 and 3 of the plaint, wherein the plaintiff specifically pleaded the relationship of landlord and tenant, the rate of rent and the period of tenancy, the defendant merely stated that the contents are “*matters of record*” and “*need no reply*.” Such a reply, in the absence of specific denial, amounts to an admission within the meaning of Order VIII Rule 5 CPC.

6. Moreover, the defendant has also not specifically denied that no rent has been paid since 19.06.2023. There is no averment that rent was tendered or paid in cash, through bank transfer, or through any other lawful mode after the said date. The only defence raised is that the defendant allegedly incurred Rs.41,000/- (Rupees Forty-One Thousand Only) towards furnishing the suit property and that the said amount was liable to be adjusted towards rent. This plea, even if taken at its face value, does not constitute a denial of the tenancy, the rate of rent or the factum of default beyond the alleged adjustment.

7. It is imperative to mention herein that vide order dated

17.09.2025, this Court allowed the application under Order XXXIX Rule 10 CPC filed by the plaintiff and directed the defendant to pay arrears of rent calculated at Rs. 28,000/- (Rupees Twenty-Eight Thousand Only) per month from 19.06.2023 to 18.03.2024 and at Rs. 30,800/- (Rupees Thirty Thousand Eight Hundred Only) per month thereafter till date, within thirty days, and further directed the defendant to continue to deposit or pay future rent on or before the 10th day of each English calendar month till handing over possession of the suit property. During the course of hearing, Learned Counsel for the plaintiff contended that despite the said order, not even a single penny has been paid by the defendant so far. The said assertion has remained unrebutted.

8. Furthermore, on 17.11.2025, this Court observed that the relationship of landlord and tenant between the parties is not in dispute and that the agreed monthly rent of Rs. 28,000/- (Rupees Twenty-Eight Thousand Only) is admittedly above Rs. 3,500/- (Rupees Three Thousand Five Hundred Only). Thus, the provisions of the Delhi Rent Control Act are not applicable to the present tenancy. As regards termination of tenancy, the plaintiff served a legal notice dated 23.08.2023 upon the defendant, which has not been disputed. Even otherwise, it is settled law that service of summons of the suit constitutes a valid notice under Section 106 of the Transfer of Property Act, 1882, as held by the Hon'ble Supreme Court of India in *Nopani Investment (P) Ltd. vs. Santokh Singh (HUF), 146 (2008) DLT 217 (SC)*. Therefore, the tenancy stands validly terminated.

9. Order XII Rule 6 CPC empowers the Court to pass a judgment on admissions at any stage of the proceedings where admissions of fact have been made either in the pleadings or

otherwise, whether orally or in writing. The object of the provision is to enable a party to obtain a speedy judgment at least to the extent of the relief to which, according to the admissions of the other side, he is entitled.

10. In a suit for possession based on landlord-tenant relationship, the plaintiff is required to establish (i) the relationship of landlord and tenant, (ii) the rate of rent being above the threshold of the Delhi Rent Control Act, and (iii) termination of tenancy.

11. In the present case, all the three ingredients stand admitted. The relationship of landlord and tenant is not denied. The rate of rent of Rs. 28,000/- (Rupees Twenty-Eight Thousand Only) per month is admitted and is well above the statutory limit. The legal notice dated 23.08.2023 is not disputed and, in any event, service of summons constitutes sufficient notice.

12. The defence regarding alleged furnishing expenses of Rs.41,000/- (Rupees Forty-One Thousand Only) pertains, at best, to adjustment or set-off and does not create any triable issue with respect to the plaintiff's entitlement to possession once the tenancy stands terminated. Such a plea cannot defeat the admitted relationship and admitted default.

13. The defendant was granted opportunity by this Court to show cause as to why a decree of possession should not be passed under Order XII Rule 6 CPC. Despite opportunities, none appeared on behalf of the defendant. Even on 23.01.2026, in the interest of justice, last and final opportunity was also granted to the defendant as to why decree of possession shall not be passed in favour of plaintiff under Order XII Rule 6 CPC. The defendant has failed to avail the same.

14. In view of foregoing discussion as well as in the light of clear, unequivocal and unambiguous admission of the defendant in his written statement, this court has no hesitation to conclude that the plaintiff is entitled to a decree of possession in respect of the suit property i.e. *Upper Ground Floor of property bearing no. 7/109, Arjun Gali, Vishwas Nagar, Shahdara, Delhi-110032, as shown in the site plan filed with the plaint*, from the defendant. The defendant is directed to hand over vacant and peaceful possession of the suit property to the plaintiff within a period of thirty days from the date of this order. The suit of the plaintiff is hereby partly decreed under Order XII Rule 6 of the Civil Procedure Code, 1908. Accordingly, the aforesaid application stands allowed and disposed of. Decree sheet be prepared to the extent of possession accordingly.

15. The suit shall now proceed for adjudication on the remaining reliefs, if any.

(Typed to the dictation directly, corrected and pronounced in open court on 16.02.2026).

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