

**IN THE COURT OF SH. ABHITOSH PRATAP SINGH RATHORE
DISTRICT JUDGE-05, SOUTH WEST DISTRICT,
DWARKA COURTS, NEW DELHI.**

**RCA CIVIL DJ ADJ 123/2025
CNR No. DLSW01-012313-2025**

Anand Kumar

S/o Sh. Jai Singh

R/o 970, Laxmi Bai Nagar, Delhi-110023

Also at:

Flat No.248 (Expandable DDA Janta Flats)

Type 'A' Block 'A' Pocket-3, Bindapur, Delhi

...Appellant.

VERSUS

Sh. Rajeev Kumar

S/o Sh. Kailash Chander

R/o RZ-50/G/D. Donaalon Ke

Kinare ki Road

Vashishth Park, Pankha Road,

New Delhi-110059

...Respondent.

Appeal preferred on : 08.12.2025

Arguments concluded on : 14.03.2026

Judgment pronounced on : 25.03.2026

JUDGMENT

1. Vide this judgment, this court shall decide the appeal which has been filed under Section 96 of CPC 1908 by the appellant against impugned order/preliminary decree dated 26.05.2025 passed by Ld. Civil Judge-cum-Rent Controller, South West District, Dwarka Courts.

2. As per the appeal, Ld. Trial Court did not appreciate that plaintiff wants to grab the hard earned money of appellant which was paid as advance to the defendant. It is also stated that the Ld. Trial Court failed to notice that there is no urgency to vacate the property. It is filed on the ground that Ld. Trial Court also ignored the fact that money paid by the appellant needs to be adjusted towards the money payable to the respondent.

3. The appeal has been contested by the respondent on the ground that the impugned order/preliminary decree has been passed in accordance with the law. There is no error or illegality in the impugned order.

Arguments heard. Record perused.

4. Perusal of the record shows that the appellant herein is defendant before the Ld. Trial Court and the plaintiff has filed a suit for relief of possession, arrears of rent, damages and mesne profits. As per the plaint, plaintiff is the owner of free hold DDA Flat no. 248, Type A, Block A, Pocket -3, situated at Bindapur, Dwarka, Delhi (hereinafter referred as the “*suit property*”), and defendant is his tenant vide rent agreement dt. 03.01.2023. As per plaint monthly rent was of Rs. 7,500/- and security amount of Rs. 7,500/- was also received by the plaintiff.

5. It is stated that after taking possession of the suit property only old age mother of the defendant was residing in the suit property. Plaintiff contacted the defendant for payment of monthly rent and for execution of police verification form upon which defendant requested the plaintiff for adjustment of interest free security deposit in the monthly rent of February-

march 2023 and also informed that he will vacate the suit property in March 2023. After March 2023 defendant sought more and more time to vacate the suit property but did not vacate the same. It is stated that after much persuasion the last rent of July, 2023 was paid by defendant through G Pay. Thereafter, defendant stopped picking the call of plaintiff. It is stated that no rent has been paid after 15.07.2023. Neither the premises have been vacated nor the rent has been paid. Plaintiff was forced to issue a legal notice dt. 06.09.2023. Thereafter, plaintiff received the reply of legal notice through Whatsapp. Plaintiff also filed complaint against defendant to the police authority but defendant took no heed. He neither paid the outstanding rent nor vacated the property. Ultimately the suit was filed and summons were issued.

6. In the WS, it was stated that the plaintiff had let out the tenanted premises to defendant on monthly rent of Rs. 7,500/- excluding electricity and water charges. It was stated that defendant had paid a sum of Rs. 2 lacs in cash towards interest free security amount to the plaintiff and rent agreement dt. 13.01.2023, for a period of 11 months, was executed between the parties.

7. An application u/o XII Rule 6 CPC filed on the behalf of plaintiff in which plaintiff sought a judgment on admission on the ground that there is clear and unequivocal admission qua landlord-tenant relationship, rate of rent and receipt of legal notice. Ld. Trial Court passed a judgment on admission holding that defendant has clearly admitted existence of relationship of landlord-tenant and valid termination of tenancy

8. Para 17, 24 and 25 of the impugned order are reproduced here-in-below:

“17. In the present case, the defence of the defendant is two-fold. Firstly, it is contended that he has paid Rs. 2,00,000/- as security amount to the plaintiff and secondly, the defendant is entitled to receive the same, before being evicted from the suit property. However, the defendant has categorically and unequivocally admitted the landlord-tenant relationship, rent agreement as well as the rate of rent.

24. As regards the defence of payment of advance security amount is concerned, the same is a matter to be adjudicated during trial and, if proved, may be adjustable against the arrears of rent claimed from the defendant. The alleged payment of the security amount of Rs. 2,00,000/- is disputed by the plaintiff and necessitates determination upon appreciation of evidence and does not affect the relief of possession.

25. Accordingly, application under Order XII Rule 6 CPC filed by the plaintiff is allowed. The plaintiff is held entitled for relief of possession against the defendant. Defendant is hereby directed to vacate the suit premises i.e. flat no. 248 (Built upto ground floor and one room at first floor), Type A, Block A, Pocket-3, Bindapur, Dwarka, Delhi, as shown in red colour in the site plan and hand over its peaceful possession to the plaintiff within two months from the date of this order.”

9. Ld. trial court has relied upon the judgment of Hon’ble Supreme Court of India in **Uttam Singh Duggal vs. United Bank of India AIR 2000 SC 2740**.

10. In this regard it would also be pertinent to mention recent judgment passed by Hon’ble Supreme Court of India in **Karan Kapoor vs. Madhuri Kumar (2022) 10 SCC 496** In this judgment Hon’ble Supreme Court of India observed as below:

“23. Order 12 Rule 6 confers discretionary power to a court who “may” at any stage of the suit or suits on the

application of any party or in its own motion and without waiting for determination of any other question between the parties makes such order or gives such judgment as it may think fit having regard to such admission.

24. Thus, legislative intent is clear by using the word “may” and “as it may think fit” to the nature of admission. The said power is discretionary which should be only exercised when specific, clear and categorical admission of facts and documents are on record, otherwise the court can refuse to invoke the power of Order 12 Rule 6. The said provision has been brought with intent that if admission of facts raised by one side is admitted by the other, and the court is satisfied to the nature of admission, then the parties are not compelled for full-fledged trial and the judgment and order can be directed without taking any evidence. Therefore, to save the time and money of the court and respective parties, the said provision has been brought in the statute. As per above discussion, it is clear that to pass a judgment on admission, the court if thinks fit may pass an order at any stage of the suit. In case the judgment is pronounced by the court a decree be drawn accordingly and parties to the case is not required to go for trial.”

11. In another matter **Hari Steel and General Industries Ltd. vs. Daljit Singh** (2019) 20 SCC 425 Hon’ble Supreme Court of India observed as follows:

“25. In the judgment in Himani Alloys Ltd. v. Tata Steel Ltd. [Himani Alloys Ltd. v. Tata Steel Ltd., (2011) 15 SCC 273 : (2014) 2 SCC (Civ) 376], nature and scope of Order 12 Rule 6 has been considered by this Court. In the aforesaid judgment this Court has held that the discretion conferred under Order 12 Rule 6 CPC is to be exercised judiciously, keeping in mind that a judgment on admission

is a judgment without trial which permanently denies any remedy to the defendant. Para 11 of the judgment read as under : (SCC pp. 276-77)

*“11. It is true that a judgment can be given on an “admission” contained in the minutes of a meeting. But the admission should be categorical. It should be a conscious and deliberate act of the party making it, showing an intention to be bound by it. Order 12 Rule 6 being an enabling provision, it is neither mandatory nor preemptory but discretionary. The court, on examination of the facts and circumstances, has to exercise its judicial discretion, keeping in mind that a judgment on admission is a judgment without trial which permanently denies any remedy to the defendant, by way of an appeal on merits. Therefore unless the admission is clear, unambiguous and unconditional, the discretion of the court should not be exercised to deny the valuable right of a defendant to contest the claim. In short the discretion should be used only when there is a clear “admission” which can be acted upon. (See also *Uttam Singh Duggal & Co. Ltd. v. United Bank of India* [*Uttam Singh Duggal & Co. Ltd. v. United Bank of India*, (2000) 7 SCC 120] , *Karam Kapahi v. Lal Chand Public Charitable Trust* [*Karam Kapahi v. Lal Chand Public Charitable Trust*, (2010) 4 SCC 753 : (2010) 2 SCC (Civ) 262] and *Jeevan Diesels & Electricals Ltd. v. Jasbir Singh Chadha* [*Jeevan Diesels & Electricals Ltd. v. Jasbir Singh Chadha*, (2010) 6 SCC 601 : (2010) 2 SCC (Civ) 745] .) There is no such admission in this case.’*

26. In the judgment in S.M. Asif v. Virender Kumar Bajaj [S.M. Asif v. Virender Kumar Bajaj, (2015) 9 SCC 287 : (2015) 4 SCC (Civ) 589] , this Court has held that the power under Order 12 Rule 6 CPC is discretionary and cannot be claimed as a right. It is further held in the aforesaid case that where the defendants have raised objections, which go to the root of the case, it would not be appropriate to exercise discretion under Order 12 Rule 6 CPC. Para 8 of the judgment read as under : (SCC p. 291)

“8. The words in Order 12 Rule 6 CPC “may” and “make such order ...” show that the power under Order 12 Rule 6 CPC is discretionary and cannot be claimed as a matter of right. Judgment on admission is not a matter of right and rather is a matter of discretion of the court. Where the defendants have raised objections which go to the root of the case, it would not be appropriate to exercise the discretion under Order 12 Rule 6 CPC. The said rule is an enabling provision which confers discretion on the court in delivering a quick judgment on admission and to the extent of the claim admitted by one of the parties of his opponent's claim.”

12. It is clear that for the purpose of judgment on admission u/o XII Rule 6 CPC particularly in a case involving landlord-tenant, three essentials are required 1. Admission on tenancy, 2. Receipt of legal notice terminating the tenancy and 3. Non vacation of premises by the defendant. Where the notice is disputed even filing of civil suit serves as a notice. In the present case all three essentials were present.

13. As far as issue of Rs. 2 lacs, that were allegedly paid by the defendant/appellant to the respondent, is concerned, the same has been kept open by the Ld. Trial Court by holding that the same is a matter of trial.

14. Ld. Trial Court has rightly passed a preliminary decree for possession. This court finds no illegality in the impugned order.

Appeal is accordingly dismissed.

Ahlmad is directed to send a copy of the judgment to the Ld trial Court along with the record of Ld Trial Court.

Appeal file be consigned to Record Room.

**Typed to the dictation directly,
corrected and pronounced in the
open Court on 25.03.2026**

**(Abhitosh Pratap Singh Rathore)
District Judge-05, South West District,
Dwarka Courts, New Delhi**