

IN THE COURT OF SH. GOPAL SINGH CHAUHAN,
DISTRICT JUDGE-03, WEST DISTRICT,
TIS HAZARI COURTS, DELHI

CNR No. DLWT01-003364-2024

CIV DJ No. 303/2024

IN THE MATTER OF:-

1. Sh. Surinder Singh
S/o late Sh. Prem Singh
2. Smt. Rani Daman
W/o Sh. Surinder Singh,
Both R/o A-332, Meera Bagh,
New Delhi-110087.

....PLAINTIFFS

VERSUS

Sh. Amit
S/o Late Sh. Subhash Chander
R/o House No. 3, Second Floor,
SBI Colony, Paschim Vihar,
New Delhi-110063.

....DEFENDANT

-:ORDER:-

1. Vide this order I shall dispose off an application u/o XII rule 6 CPC, moved on behalf of plaintiffs for seeking decree of possession in respect of property 'entire second floor, without roof/ terrace rights, part of built up residential freehold property

bearing no. 03, area measuring 190 sq. yards, SBI Colony, Paschim Vihar, New Delhi-110063' (hereinafter referred to as 'suit property').

2. Arguments were already heard on behalf of both parties.

3. Facts of case of the plaintiffs, in brief (required to be discussed for decision of the present application), are as follows- The plaintiffs are lawful owners of suit property. The suit property was let out to the defendant vide registered lease deed dated 18.09.2020 for a period of three years from 01.10.2020 to 30.09.2023 on monthly rent of Rs.28,000/- for the first year, Rs.29,400/- for the second year and Rs.30,870/- for the last year excluding the electricity and water charges. After expiry of lease period, the plaintiffs repeatedly requested the defendant to vacate the suit property, however, he has failed to do so. Then the plaintiffs sent a legal notice dated 29.11.2023 to the defendant calling upon him to vacate the suit property and to pay Rs.2,000/- per day towards unauthorized use and occupation charges within a period of 15 days, which was served upon him on 30.11.2023. The defendant had sent a reply dated 09.12.2023 making false, frivolous and baseless assertion. Since the defendant has failed to comply with the demands of the legal notice, the plaintiffs were constrained to file the present suit.

4. On being served with summons, the defendant appeared before the court and has filed his written statement. Although multiple preliminary objections have been taken, however, on the face of it the same are without any substance. The defendant has not denied the fact that he was inducted as a tenant in the suit property by the plaintiffs vide the afore-mentioned lease

deed. The main defence taken by him is that his tenancy was extended by the plaintiffs on mutual basis for three years since his (defendant) wife was not well and that the plaintiffs had told him that they would again execute lease deed as and when they would get spare time.

5. In a suit for seeking recovery of possession of tenanted premises, the plaintiff/ landlord is under obligation to prove three factors. Firstly, existence of landlord and tenant relationship. Secondly, the tenancy is not protected under the provisions of Delhi Rent Control Act or in other words, rent of the tenanted premises to be more than Rs.3,500/- pm. Thirdly, the tenancy has been terminated.

6. Copy of the aforementioned registered lease deed has been filed along with the plaint. From the same it is evident that the defendant was inducted as a tenant in the suit property by the plaintiffs for a period of three years from 01.10.2020 to 30.09.2023 at the aforesaid monthly rent.

7. In view of the claim of the defendant that the tenancy was extended for a further period of three years, the only factor which needs to be determined is as to whether or not the tenancy had been terminated. In the normal course the tenancy has terminated by efflux of time on 30.09.2023. The plaintiffs have also terminated the tenancy by serving the notice dated 29.11.2023 upon the defendant, which was also replied by him. Copy of the said notice along with postal receipt and tracking report as well as the reply of the defendant, have also been annexed with the plaint. Moreover, it is settled proposition of law that filing of suit also serve as a notice of termination of tenancy. The contention

of the defendant that the tenancy was extended for a further period of three years is not legally tenable simply because of the reason that the tenancy for that period could not have been extended/ created without a registered lease agreement, which is not case here. Hence, it is hereby concluded that the tenancy of the defendant has been terminated.

8. It is observed that in the plaint the valuation for relief of possession, recovery of damages/ mesne profits, etc., has been correctly done and that this court is having territorial jurisdiction to entertain the present matter since the suit premises is situated within West District.

9. In view of above discussions, the application u/o XII Rule 6 CPC, is being allowed and part claim of the suit is allowed in favour of the plaintiffs. The plaintiffs are found entitled to get vacant and peaceful possession of the suit property i.e. entire second floor, without roof/ terrace rights, part of built up residential freehold property bearing no. 03, area measuring 190 sq. yards, SBI Colony, Paschim Vihar, New Delhi-110063.

10. Preliminary decree be prepared accordingly.

**Announced in the open Court
on 15.04.2025**

**(GOPAL SINGH CHAUHAN)
DJ-03, WEST/DELHI**