

IN THE COURT OF SHRI SUNIL CHOUDHARY
DISTRICT JUDGE-01 (WEST), TIS HAZARI COURTS, DELHI



Civ DJ No. 1010/25

Smt. Tripta Nagpal

... Plaintiff

versus

Sh. Shailender Pratap Singh @ Rahul

... Defendant

ORDER
25.07.2026

1. By this order, this Court shall decide the application filed by the plaintiff under Order XII Rule 6 read with Section 151 of the Code of Civil Procedure (hereinafter said as 'CPC'), wherein the plaintiff seeks a decree on the basis of admissions made by the defendant in the present suit.

CASE OF THE PLAINTIFF

2. The plaintiff has filed the present suit pleading that she is the registered owner of the property bearing No.B-242, West Patel Nagar, New Delhi-110018 and she had let out the third floor of the said property to the defendant (hereinafter referred to as the 'suit property') vide Rent Agreement dated 27.03.2023 on monthly rent of Rs.24,000/-

per month and Rs.500/- as water charges excluding electricity charges. The said Rent Agreement was only for 11 months which was expired on 27.02.2024. On expiry of the tenancy period, defendant requested for 04 months additional time to vacate the suit property but he failed to do so. Plaintiff requested the defendant on various occasion to vacate the suit property on *bona fide* requirement for her elder son and his family but defendant avoided the same on one ground or the other. The Defendant has been very irregular in making payment of rent as well as electricity charges.

3. Since the Defendant did not vacate the premises, the husband of plaintiff served text message / notice upon defendant through *whatsapp*. Later, the plaintiff got a legal notice dated 09/09/2025 served on the defendant and terminated the tenancy. The defendant had replied to the said notice on false grounds giving evasive reply dated 10.10.2025. However, the defendant did not vacate the suit property. Therefore, the plaintiff has filed the present suit for the relief of decree of possession, recovery of unpaid rent, mesne profit and future interest.
4. In the application under Order XII rule 6 CPC, the plaintiff has asserted that the defendant in his Written Statement has admitted the landlord tenant relationship between the plaintiff and the defendant. The defendant has not disputed the receipt of the legal notice sent on behalf of the plaintiff. Further, the defendant has admitted that he has not paid the rent w.e.f. September, 2025. Therefore, the plaintiff has prayed for decree of suit.
5. In support of his contentions, plaintiff has placed reliance on the decision of following judgments :
 1. Ashok Kumar Bagga vs. Rajvinder Kaur, 2021 SCC Online 2785;

2. Uttam Singh Duggal & Co. Ltd. vs. United Bank of India & Others, (2000) 7 SCC 120.;
3. Nopany Investment (P) Ltd vs Santokh Singh (HUF), (2008) 2 SCC 728.

CASE OF THE DEFENDANT

6. The defendant has contested the suit by filing Written Statement. The defendant has admitted the landlord tenant relation between the plaintiff and him. However, opposed the claim of the plaintiff stating that the Defendant he has been residing in the suit property for last 08 years and was inducted by the plaintiff herself much prior to the alleged rent deed. The alleged rent agreement dated 27.03.2023 is false and fabricated as no such fresh agreement was ever executed between them. Defendant has been regularly paying rent and there is no arrears of or default in payment of rent.
7. It is further averred that the defendant has maintained cordial relations with plaintiff. The alleged *bona fide* requirement for her son who is residing abroad is false plea to evict a long-standing tenant and as such it do not create any valid ground for eviction, especially when the tenancy has been continuing peacefully for several years and rent is being regularly paid and accepted. Defendant has always complied with terms of tenancy and never caused any nuisance, inconvenience or breach of condition of tenancy.
8. The defendant has opposed the application under Order 12 Rule 6 CPC filed by the plaintiff on the ground that the defendant has raised triable issues in the Preliminary Objections taken by the defendant in the Written Statement. The defendant has been residing in the suit property much prior to the said rent agreement dated 27.03.2023. The

defendant has been regularly paying the rent to the plaintiff and there is no arrears of the rent. The defendant has not admitted the claim made by the plaintiff in the suit. Therefore, the defendant has prayed for dismissal of the application.

9. Heard. Record perused.

ANALYSIS AND CONCLUSION

10. Order XII Rule 6 of the CPC provides for judgement on admission. The said provision reads as under:-

“6. Judgment on admissions – (1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub- rule (1), a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

11. The Hon’ble Supreme Court of India while discussing the scope and ambit of Order XII Rule 6 CPC in “**Uttam Singh Duggal and Co. Ltd. Vs. Union Bank of India**” AIR 2000 SC 2740 has observed as under:-

"12. As to the object of the Order 12 Rule 6, we need not say anything more than what the Legislature itself has said when the said provision came to be amended. In the objects and

reasons set out while amending the said rule, it is stated that, “where a claim is admitted, the Court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled.” We should not unduly narrow down the meaning of this rule as the object is to enable a party to obtain speedy judgment. Where other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which, it is impossible for the party making such admission to succeed.”

12. Further, the Hon’ble Supreme Court of India while considering the provision of decree on admission in the dispute between landlord and tenant held as under in “ **Payal Vision Ltd. Vs Radhika Chaudhary**” (2012) 11 SCC 405-

"6. In a suit for recovery of possession from a tenant whose tenancy is not protected under the provisions of the Rent Control Act, all that is required to be established by the plaintiff-landlord is the existence of the jural relationship of landlord and tenant between the parties and the termination of the tenancy either by lapse of time or by notice served by the landlord under Section 106 of the Transfer of Property Act. So long as these two aspects are not in dispute the Court can pass a decree in terms of Order XII Rule 6 of the CPC..."

13. The Ld. Counsel for the plaintiff has relied on the judgment of the Hon'ble High Court of Delhi "**Ashok Kumar Bagga Vs Rajvinder Kaur**" 2021 SCC Online Del 2785 wherein the Hon'ble High Court has observed about the requirements which the plaintiff has to fulfill in order to get a judgment on admission made by the defendant in landlord tenant disputes. The relevant para of the judgement is reproduced herein-

"Coming now to the next issue, it is a settled law that in order to seek a decree of possession against a tenant, the landlord has to fulfil certain parameters which have been enumerated and carved out in several judgements from time to time and are as follows: –

- (i) Relationship of landlord and tenant.
- (ii) Tenancy is not protected tenancy under the Delhi Rent Control Act, 1958.
- (iii) There is no registered subsisting lease agreement.
- (iv) Tenancy has been terminated and the respondent tenant has failed to handover possession."

14. In the present case, the defendant has duly admitted the landlord tenant relationship between the plaintiff and the defendant. The defendant has categorically pleaded in the Written Statement that he is a tenant of the Plaintiff. Para no. 2 of the Preliminary Objections of the Written Statement is reproduced here under –

"2. That defendant has been residing in the property in question i.e. B – 242, third floor, West Patel Nagar, New Delhi – 110008, as a lawful tenant for the last more than eight years, having been inducted by the plaintiff herself much prior to the alleged rent deed. The alleged rent agreement dated 27.03.2023, is false and fabricated, and no such fresh agreement was ever executed between the plaintiff and defendant and as such the suit is liable to be dismissed on this ground alone."

15. Further, the defendant has also admitted the tenancy in the reply dated 10.10.2025 to the legal notice dated 09.09.2025 sent on behalf of

the plaintiff. Therefore, the defendant has clearly admitted the landlord and tenant relationship between the plaintiff and the defendant.

16. As per the case of the plaintiff, the tenancy was for a period of 11 months as per the terms of rent agreement dated 27.03.2023 and the tenancy expired by efflux of time on 27th February 2024. The defendant has denied the execution of rent agreement dated 27.03.2023. The defendant has pleaded that he is a tenant in the suit property for more than eight years. However, it is not the case of the defendant that the tenancy is subsisting under a registered lease deed. Therefore, even if for the sake of argument, it is believed that the rent agreement dated 27.03.2023 was not executed by the defendant, the tenancy will be considered on month to month basis which can be terminated as per the provisions of transfer of property act, 1882.
17. The plaintiff has terminated the tenancy of the defendant by issuing legal notice dated 09.09.2025 which was duly served on the defendant who had replied to the said notice on 10.10.2025. The plaintiff had terminated the tenancy and asked the defendant to hand over the possession to the plaintiff before 10.10.2025.
18. As far as the rate of rent is concerned, it is the case of the plaintiff that the rent of the rate of rent was Rs.24,000/- per month in terms of the Rent Agreement dated 27.03.2023. The defendant has denied execution of the said rent agreement and has pleaded that the said rent agreement is a false and fabricated rent agreement. The defendant has further pleaded in para number 3 of the Preliminary objection of the Written Statement that the defendant has been regularly paying rent as mutually settled time to time, and there is no arrears or default whatsoever in payment of rent. Although, the defendant has denied

execution of the rent agreement dated 27.03.2023, the defendant has nowhere taken the plea that the mutual rent agreement between the plaintiff and the defendant was below the rate of 3500/-. The defendant has not taken the plea that the present suit is barred by the provisions of the Delhi Rent Control Act, 1958. Therefore, the tenancy between the plaintiff and the defendant is not protected by the provisions of the Delhi Rent Control Act, 1958.

19. The Ld. Counsel for the defendant has argued that the plaintiff has not approached this court with clean hands and has taken contradictory pleas in the plaint. The plaintiff has on one hand, pleaded that the defendant was inducted as a tenant by virtue of the rent agreement dated 27.03.2023, on the other hand, the plaintiff has pleaded that the defendant has been residing as a tenant in the suit property since November, 2017. The rent agreement dated 27.03.2023 is a false and fabricated rent agreement. Further, Ld. Counsel for the defendant has submitted that the defendant has raised a triable issue hence the present application deserves to be dismissed. The learned counsel for the plaintiff has disputed the submission made by the learned counsel for the defendant submitting that one of the witnesses of the said rent agreement dated 27.03.2023 is none other than the father of the defendant. Be that as it may, the relationship of landlord and tenant has been admitted by the defendant and it is not a case of the defendant that the defendant is occupying the tenanted premises on the basis of a registered subsisting lease agreement. Therefore, I do not find any substance in the arguments of Ld. counsel for the defendant.

20. Therefore, the plaintiff has been able to satisfy all the material ingredients to seek decree on admission against the defendant for a decree of possession.

21. The defendant has specifically pleaded that there is no arrears of rent and he has tendered/ paid all the rent to the plaintiff. There is no clear and unambiguous admission regarding the claim of the plaintiff for arrears of the Rent which can entitle the plaintiff for decree for the amount of arrears of Rent under Order XII Rule 6 CPC.

22. The upshot of the above discussion is that the plaintiff has been able to establish all the necessary ingredients to secure a decree of possession under Order XII Rule 6 CPC. Consequently, the defendant is liable to hand over the vacant and peaceful possession of the suit premises to the plaintiff. Accordingly, the relief of decree of possession under order XII Rule 6 CPC is allowed.

RELIEF:

23. A decree of possession is passed in favour of the plaintiff and against the defendant, thereby directing the defendant to hand over the vacant physical peaceful possession of the suit premises i.e. entire third floor of House No.B-242, West Patel Nagar, New Delhi-110018. The defendant is also restrained from creating any third party interest or parting with the possession of the suit property till its actual, physical possession is taken over by the plaintiff.

24. The suit is partly decreed in favour of the plaintiff and against the defendant in these terms under order XII Rule 6 CPC. Costs shall be determined at the time of final disposal of the entire suit.

25. Decree sheet be prepared accordingly.

Announced in the open court on
this 25th day of July, 2026.

(Sunil Choudhary)
District Judge-01 (West)
Tis Hazari Courts, Delhi