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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ RFA 185/2026, CM APPL. 12384-386/2026

SH. ANAND KUMARAppellant
Through: Mr. Amit Sharma, Adv.

versus

SH. RAJEEV KUMARRespondent
Through: None.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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25.03.2026

RFA 185/2026

1. Appeal under Section 96 of CPC has been filed on behalf of the Appellant against Judgment dated 26.05.2025, whereby the Suit of the Plaintiff/Respondent for recovery of possession has been decreed under Order XII Rule 6 of CPC.
2. **The brief facts** are that the Plaintiff had filed a suit for recovery of possession, arrears of rent, damages/*mesne profit*. Plaintiff /Respondent was the owner of the DDA built up expandable Flat No.248, Type A, Block-A, Pocket-3, Bindapur, Dwarka, Delhi, which he had purchased from the erstwhile owner Shri Ramesh Kumar, vide the Registered Sale Deed dated 16.01.2008. The Suit Property was let out to the Defendant for residential purpose vide Rent Agreement dated 13.01.2023 for a period of 11 months from 15.01.2023 to 15.12.2023 on a monthly rent of Rs.7,500/- per month.
3. According to the Plaintiff, the Defendant did not pay the rent for the



month of January, 2023 and he contacted the Appellant, who undertook to vacate the property by 15.03.2023 and also stated that the rent for the month of February and March, 2023, may be adjusted from the security. Thereafter, requested and tried to contact the Defendant many a time, but the Defendant requested for some more time for vacating the property. After much persuasion, the Defendant last paid the rent on 15.07.2013 for the period of 15.06.2023 to 15.07.2023 and since then he is in arrears of rent.

4. The Plaintiff thus served the Legal Notice dated 13.09.2023 to which a Reply dated 05.10.2023 was given by the Defendant. Since the Plaintiff received information that Defendant / Appellant intended to sub-let the Suit Property or create third party interest, hence, the Suit for Possession, *mesne profits* and Arrears of Rent was filed.

5. The Defendant filed his written statement, wherein the preliminary objection was taken that the Plaint did not disclose any cause of action and the Suit was liable to be dismissed, as the Plaintiff had suppressed material facts and had not approached the Court with clean hands.

6. It was admitted that the Flat was let out by the Plaintiff to the Defendant on a monthly rent of Rs.7,500/- per month excluding electricity and water charges. The Defendant asserted that he had paid a security on Rs.2,00,000/- in cash to the Plaintiff at the time of letting out of the Suit Property, which the Plaintiff had undertaken to return at the time of vacation of the Property.

7. The Defendant further asserted that since the inception of the tenancy, he had been residing in the property along with his old and sick mother and have been regularly paying the rent, however, suddenly the Plaintiff asked the Defendant to vacate the tenanted premises, even prior to expiry of the



Rent Agreement without issuing any Legal Notice or returning the interest pre-security of the Defendant.

8. It was claimed that he is in lawful tenancy and since the Plaintiff intends to rent out the premises on a higher rent to the third party, as is evident from Legal Notice dated 06.09.2023, the false suit has been filed against the Plaintiff.

9. An Application under Order XII Rule 6 of CPC was filed for decree on admissions. Learned District Judge has observed that there is an admitted relationship of landlord-tenant and Legal Notice dated 06.09.2023 for termination of tenancy has been served. In view of the aforesaid admission, the Plaintiff was entitled to relief of possession against the Defendant and consequently, the decree of eviction has been filed against the appellant.

10. Aggrieved by the same, Appellant has filed the present Appeal. The **ground of challenge** are essentially then the Rs.2,00,000/- in cash, as security, had been given by the Defendant and the same has not been returned till date. The Appellant is residing in the premises with his old aged mother and he cannot be asked to vacate the premises. There were triable issues raised by the Appellant in the Written Statement, which have not been considered. There was no ground for termination of the Agreement between the parties. There is no sufficient opportunity given to the Appellant, to present his case.

11. Execution proceedings have already been proceeding Ex. Civil No.435/2025 has already been initiated and the Order for warrants of possession with police assistance has already been issued. Prayer is therefore, made that the impugned Judgment, be set aside.

Submissions heard and record perused.



12. From the pleadings as well as the submissions in the Appeal, it is evident that there existed a relationship of landlord-tenant and the same has been terminated by due service of Legal Notice. In the light of these admissions, learned District Judge has rightly Decreed the Suit of the Plaintiff / Respondent under Order XII Rule 6 of CPC.

13. There is no merit in the present Appeal, which is hereby, dismissed along with pending Applications.

NEENA BANSAL KRISHNA, J.

MARCH 25, 2026/JYH