



2024-DHC-1504-DB

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

+ RFA(COMM) 518/2024 and CM APPL. 70331/2024
SHRI VIRENDER KAUSHIKAppellant

Through: Mr. Vaibhav Sharma, Adv.

versus

SATISH JINDALRespondent

Through: Mr. Bhagat Singh, Adv.

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

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16.02.2026

1. Through the present first Appeal, the Appellant (Defendant before the Commercial Court) assails the judgment and decree dated 05.07.2024 and 19.09.2024, respectively, for recovery of Rs.24,30,000/-, passed by the Commercial Court in favour of the Respondent (Plaintiff before the Commercial Court).

2. In substance, the Appellant was inducted as a tenant by virtue of a registered Lease Deed executed on 16.05.2014, which terminated on 15.05.2019. The premises were leased out for Rs.50,000/- per month and the rent was to increase every successive year. It was provided in the lease deed that a sum of Rs.2,50,000/- was received from the Appellant at the commencement of the lease towards interest-free security deposit subject to the condition that the Appellant would be entitled to refund of the same after handing over the vacant and peaceful possession of the leased premises and clearing all dues/rent in regard to the lease premises.

3. It is further provided in the Lease Deed that parties beforehand



had decided that in case the Appellant holds over the leased premises after termination of the lease by efflux of time, i.e., after 15.05.2019, then for the user of the leased premises for the unauthorised period, the Appellant will pay damages at the rate of Rs.5,000/- per day.

4. It is not in dispute that possession of the tenanted premises stands handed over. The Appellant asserts that such possession was delivered in December 2020, whereas the Respondent maintains that the same was handed over on 10.02.2021. Subsequent to the delivery of possession, the Respondent instituted the suit and also preferred an application under Order XII Rule 6 of the Code of Civil Procedure, 1908. Notably, in the said application, the Plaintiff sought a decree for a sum of Rs.3,50,000/-, however, the Commercial Court has proceeded to pass a decree of Rs.24,30,000/-.

5. Learned counsel representing the Appellant submits that though in Paragraph No.6 of the Written Statement, certain incorrect averments have been made by the Appellant, however, as per his account statement, he has regularly been paying the rent at the rate of Rs.50,000/- per month till the delivery of possession except for a period of three month during the COVID-19 lockdown period.

6. *Per contra*, learned counsel representing the Respondent submits that there is a categorical admission of the Defendant with regard to the balance payment in Paragraph No.6 of the Written Statement and that he cannot be allowed to resile therefrom.

7. This Court has heard the submissions advanced by the learned counsel representing the parties at length, and after addressing the arguments, learned counsel representing the parties have come to a consensus and pray for an adjournment in order to explore the possibility of settlement between the parties.



8. List on 23.02.2026 in the Supplementary List.
9. It is clarified that no further request for adjournment shall be entertained.

ANIL KSHETARPAL, J.

AMIT MAHAJAN, J.

FEBRUARY 16, 2026

jai/shah