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

+ CS(COMM) 1433/2025 and I.A. 32843/2025 and I.A. 369/2026
ANJU RANIPlaintiff

Through: Mr. Gyanendra Kumar, Mr. Kanwar
Udai Bhan Singh Sehrawat, Ms. Rajul
Jain, Ms. Poorvi and Ms. Suyandh
Virmani, Advs.

versus

BIR ZORAWAR SAHNIDefendant

Through: Mr. Peeyush Kalra, Mr. Shashank
Deo Sudhi, Mr. Yashwant Singh
Baghel, Mr. Rohan J. Kapoor, Ms.
Meghna Nair & Ms. Sheetal, Advs.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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12.01.2026

I.A.No.32844/2025 (by plaintiff under Section 151 CPC seeking exemption from mandatory pre-institution mediation)

1. Mr. Gyanendra Kumar, learned senior counsel appearing on behalf of the plaintiff submits that owing to the urgent relief sought in the present suit, the present application has been filed seeking waiver of mandatory pre-institution mediation.
2. In view of the above, issue notice.
3. Mr. Shashank Deo Sudhi, learned counsel accepts notice on behalf of the defendant.
4. Let reply to the application be filed before the next date.
5. List before the Court on 07.04.2026.

CS(COMM) 1433/2025

6. The plaint be registered as a suit.



7. Issue summons. Mr. Shashank Deo Sudhi, learned counsel appearing on advance service accepts summons on behalf of the defendant and waives the formal service of summons. He submits that complete copy of the paper book including plaint, applications and the documents have been received by him. Let the defendant file written statement within thirty days from today.
8. The defendants shall also file an affidavit of admission/denial of the documents filed by the plaintiff, failing which the written statement shall not be taken on record.
9. The plaintiff is at liberty to file replication thereto within thirty days after filing of the written statement. The replication shall be accompanied by affidavit of admission/denial in respect of the documents filed by the defendant, failing which the replication shall not be taken on record.
10. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.
11. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.
12. List before the learned Joint Registrar for completion of pleadings, admission/denial of documents and marking of exhibits on 25.03.2026.
13. At this stage, Mr. Kumar submits that the plaintiff has leased out an area measuring 2,000 sqr.yrds. to the defendant from the road *vide* lease deed dated 24.09.2021. However, the defendant has taken possession of 381 sqr.yrds. in excess of 2,000 sqr.yrds. agreed under the lease deed.
14. This fact is, however, controverted by Mr. Peeyush Kalra, learned counsel appearing on behalf of the defendant.
15. He submits that the possession has been taken by the defendant not from the road but from the plot facing the road and the defendant is



occupying only 2,000 sqr.yrds.

16. List before Court after completion of pleadings.

I.A. 369/2026 (by plaintiff under Order VII Rule 14(3) read with Section 151 CPC for taking on record additional documents)

17. Issue notice.

18. Mr. Shashank Deo Sudhi, learned counsel accepts notice on behalf of the defendant.

19. Let reply to the application be filed within a period of four weeks from today.

20. Rejoinder thereto, if any, be filed before the next date.

21. List before the Court on 07.04.2026.

I.A. 32843/2025 (under Order XXXIX Rules 1 and 2 read with Section 151 CPC by the plaintiff)

22. Issue notice.

23. Mr. Shashank Deo Sudhi, learned counsel appearing on advance service, accepts notice on behalf of the defendant.

24. Let reply to the application be filed within a period of four weeks from today.

25. Rejoinder thereto, if any, be filed within two weeks thereafter.

26. Mr. Gyanendra Kumar, learned senior counsel for plaintiffs, submits that the suit land has been leased out to the defendant for a period of 30 years with lock-in period of 15 years. However, there was default in payment of rent in terms of lease deed, therefore, the leased deed was terminated *vide* notice dated 24.11.2025.

27. Mr. Peeyush Kalra, learned counsel for the defendant, on instructions from the defendant submits that the defendant is ready to resolve the matter



through mediation. However, without prejudice to the rights and contentions of the defendant, he submits that the defendant shall deposit an amount of Rs.50,00,000/- in this Court in the following manner:

- (i) An amount of Rs.25,00,000/- will be deposited within a period of four weeks.
- (ii) The balance amount of Rs.25,00,000/- will be deposited within a period of four weeks thereafter.

28. The amount so deposited by the defendant in this Court shall be kept in an interest bearing fixed deposit on an auto renewal mode.

29. Mr. Kalra submits that the said amount shall be deposited positively in terms of the above timelines and there will be no default, whatsoever. He further submits that the defendant shall also continue to pay future rent on monthly basis, in terms of the lease deed. The statement is taken on record and the defendant is bound down to the same.

30. Mr. Kumar, however, contends that the due rent as on date is much more than Rs.50,00,000/-. According to him, the due amount till December, 2025 comes to Rs.63,87,000/-.

31. Mr. Kumar submits that the plaintiff also apprehends that the rights in the leased property have been assigned by the defendant in favour of a third party inasmuch as the plaintiff has received the rent amount in his account from the third party.

32. This position is, however, controverted by Mr. Kalra. He contends that there is no assignment, whatsoever. The statement is taken on record and the defendant shall remain bound by the same.

33. Since the parties have expressed willingness to explore the possibility of settlement through mediation, the matter is referred to mediation under



the aegis of the Delhi High Court Mediation and Conciliation Centre [in short, 'Centre']. The Secretary of the Centre is requested to appoint a senior mediator in the matter.

34. The parties are directed to appear before the Centre on 22.01.2026 at 03:00 PM.

35. List before the Court for reporting settlement, if any, on 07.04.2026.

36. In the event, there is no settlement, the present application will be heard on merits on the next date.

VIKAS MAHAJAN, J

JANUARY 12, 2026/aj