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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

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CR-5111-2026 (O&M)
Date of decision: 20.07.2026

Sanjay Gupta @ Sanjay Kumar

....Petitioner

Vs.

Rajni Semwal

....Respondent

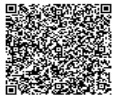
CORAM : HON'BLE MR. JUSTICE HARSH BUNGER

Present: Ms. Ankita Malhotra, Advocate
for the petitioner.

HARSH BUNGER J. (Oral)

1 Prayer in the present civil revision petition is for setting aside the order dated 25.05.2026 (Annexure P-2) passed by learned Civil Judge (Junior Division)-cum-Rent Controller, Faridabad, whereby an application filed by the petitioner under Order 9 Rule 13 read with Section 151 CPC seeking setting aside of order dated 12.09.2023, whereby petitioner was proceeded against exparte and also the exparte eviction order dated 28.08.2025 (Annexure P-1); has been dismissed.

2. Briefly, the present respondent-Rajni Semwal filed one petition under Section 13 of the Haryana Urban (Control of Rent and Eviction) Act, 1973 (in short "1973 Act") against the petitioner-Sanjay Gupta @ Sanjay Kumar, seeking his eviction from one shop forming part of House No.1135, Rajiv Nagar, Faridabad, on the ground of non-payment of rent, arrears of rent and bona fide requirement of the premises.



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3. The present petitioner appeared in the aforesaid eviction proceedings and submitted his written statement, *inter alia*, denying the relationship of landlord and tenant.

3.1 On the other hand, another plea was taken by the petitioner that he had purchased the suit property from the husband of landlady namely Sh. Murti Ram on the basis of agreement dated 12.11.2019 (Annexure P-3) and had made part payment vide cheque No.020896 (Annexure P-4).

4. It transpires that on subsequent occasions, the petitioner failed to appear before the learned Rent Controller and was proceeded against ex parte vide order dated 12.09.2023.

4.1 Thereafter, the learned Rent Controller proceeded with the matter and after considering the material available on record, passed an exparte judgment dated 28.08.2025 (Annexure P-1) directing eviction of the petitioner from the disputed property, with a further direction to the petitioner to pay rent of 36 months to the respondent herein, from December 2018 upto January 2020 @ Rs.7500/- per month i.e. Rs.1,05,000/- along with mesne profits @ Rs.7500/- per month till delivery of possession, and interest @6% per annum from the date of filing of petition till realization of the payment was granted.

5. Subsequently, petitioner filed an application under Order 9 Rule 13 read with Section 151 of CPC seeking setting aside of order dated 12.09.2023 whereby petitioner was proceeded against exparte and also the exparte judgment dated 28.08.2025 (Annexure P-1); which has been dismissed vide order dated 25.05.2026 (Annexure P-2).



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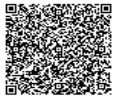
6. In the aforementioned circumstances, present civil revision petition has been filed before this Court.

7. I have heard learned counsel for the petitioner and perused the paperbook with his able assistance.

8. Evidently, respondent herein had filed an eviction petition against the petitioner wherein the petitioner had duly appeared and even filed his written statement, *inter alia*, denying the relationship of landlord and tenant. Subsequently, the petitioner failed to appear in the eviction proceedings and ultimately, the petitioner was proceeded against ex parte vide order dated 12.09.2023. Thereafter, the trial in the eviction petition proceeded and the learned Rent Controller, Faridabad, vide judgment dated 28.08.2025 (Annexure P-1) ordered the eviction of the petitioner along with payment of rent and mesne profits.

9. Thereafter, in March 2026, the present petitioner filed an application under Order 9 Rule 13 CPC, seeking setting aside of order dated 12.09.2023, vide which the petitioner was proceeded against exparte and also the ex parte judgment dated 28.08.2025 (Annexure P-1), whereby the petitioner was ordered to be evicted, on the plea that, he learnt about the exparte judgment dated 28.08.2025 (Annexure P-1) on 21.12.2025, when respondent, along with her husband reached the shop of the petitioner and disclosed regarding the judgment dated 28.08.2025 (Annexure P-1).

9.1 The aforesaid application under Order 9 Rule 13 CPC filed by the petitioner was contested by the respondent.



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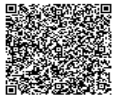
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9.2 The learned Trial Court vide impugned order dated 25.05.2026 (Annexure P-2), dismissed the application under Order 9 Rule 13 CPC filed by the petitioner, by holding as under:-

“7. In the present case, service of summons upon the applicant/respondent is not in dispute. Rather, the record itself reveals that the applicant had initially appeared in the main rent petition and had contested the proceedings. Therefore, it cannot be said that the applicant had no knowledge regarding the pendency of the present proceedings. Once a party has put in appearance before the Court, a greater duty is cast upon such party to remain vigilant and pursue the proceedings diligently.

8. The principal ground taken by the applicant for his subsequent non-appearance is that an oral compromise had allegedly been effected between the parties and, on the assurance extended by the petitioner and her husband that the eviction petition would be withdrawn, the applicant stopped appearing before the Court. However, except for a bald and self-serving plea, there is nothing on record to substantiate the existence of any such compromise. No document, communication, writing, statement or contemporaneous material has been produced by the applicant to prima facie establish that any settlement had actually been arrived at between the parties.

9. Rather, the conduct of the applicant completely belies the plea now sought to be raised. Admittedly, other civil as well as criminal litigations between the parties were pending during the relevant period and the applicant was regularly pursuing the said proceedings through counsel. Had any compromise actually been arrived at between the parties, the same would naturally have found mention in those proceedings, or at least some effort would have been made by the applicant to get the



alleged compromise recorded before the Court concerned. However, no such step was ever taken.

10. *Moreover, even if for the sake of arguments it is presumed that compromise talks were going on between the parties, the same by itself cannot furnish a sufficient ground for complete abstinence from judicial proceedings. A prudent litigant cannot remain absent from Court merely on the basis of an alleged oral assurance without making any endeavour to verify the status of the case pending before the Court. It was incumbent upon the applicant either to appear personally or through counsel and apprise the Court regarding the alleged compromise or possibility thereof. However, no such effort was made.*

11. *The plea raised by the applicant regarding purchase of the rented premises through an agreement to sell and payment of sale consideration pertains to the merits of the defence sought to be raised in the main petition. Such pleas are wholly beyond the scope of inquiry under Order IX Rule 13 CPC and cannot be made a ground for setting aside the ex-parte judgment and decree.*

12. *This Court is further conscious of the settled proposition of law that although the expression "sufficient cause" deserves liberal interpretation in appropriate cases, the same cannot be stretched to such an extent so as to encourage negligence, indifference or lack of due diligence on the part of a litigant. The Court cannot come to the rescue of a party who, despite having complete knowledge of the proceedings, chooses not to pursue the same diligently.*

13. *Perusal of the execution proceedings further reveals that in execution of the judgment and decree dated 28.08.2025, possession has already been taken from the judgment-debtor/applicant, though the same has not yet been delivered to the decree-holder/petitioner in view of the interim order passed by the Hon'ble High Court staying further*



proceedings till decision of the present application. However, the mere pendency of execution proceedings or partial execution of the decree cannot by itself constitute a ground for setting aside a duly passed ex-parte judgment and decree in absence of proof of sufficient cause for non-appearance.

14. *In view of the aforesaid discussion, this Court is of the considered opinion that the applicant has failed to establish any sufficient cause which prevented him from appearing before the Court on the relevant dates. The grounds raised by the applicant appear to be afterthoughts and have been taken only after initiation of execution proceedings.*

15. *Accordingly, finding no merit in the present application, the same stands dismissed.”*

10. I have carefully perused the impugned order dated 25.05.2026 (Annexure P-2) and also the reasons mentioned therein for dismissing the application under Order 9 Rule 13 CPC filed by the petitioner.

11. In my considered view, the learned Trial Court was justified in declining the application under Order 9 Rule 13 CPC filed by the petitioner, considering the fact that the petitioner had appeared in the rent petition and had contested the same by filing his reply. It is not the case where petitioner had no knowledge about the pendency of the eviction proceedings against him. Once the petitioner was aware of the pending execution proceedings, duty was cast upon him to remain vigilant and to pursue the proceedings diligently. The ground for seeking setting aside the exparte proceedings was an alleged oral compromise between the parties, wherein, it was alleged that an assurance was given by the respondent that the eviction petition would be withdrawn. In fact, no such compromise, neither any such assurance, has been proved on record.



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12. The learned Trial Court has rightly observed in para No.9 of the impugned order dated 25.05.2026 (Annexure P-2) that had there been any such compromise/assurance, the same would have been mentioned by the petitioner in other civil/criminal proceedings pending between the parties. However, no such fact is forthcoming from the records. Even the plea of the petitioner that he had purchased the rented premises through an agreement to sell has been rejected on the ground that the said plea pertains to the merits of the defence in the main eviction petition and cannot be a scope of inquiry under Order 9 Rule 13 CPC.

12.1 Indeed, the petitioner has failed to show sufficient cause in not appearing before the learned Trial Court despite being aware of the pending proceedings.

13. Hon'ble Supreme Court in the case of "**Primal Vs. Veena @ Bharti**", 2011, Volume 2, R.C.R. (Civil) 155, while considering the provision under Order 9 Rule 13 CPC, observed as under:-

"7. Order IX, R.13 CPC:

The aforesaid provisions read as under:

"Setting aside decree ex-parte against defendant

*In any case in which a decree is passed ex-parte against a defendant, he may apply to the Court by which the decree was passed for an order to set it aside; and if he **satisfies** the Court that the **summons was not duly served, or that he was prevented by any sufficient cause from appearing** when the suit was called on for hearing, **the Court shall make an order setting aside the decree** as against him upon such terms as to costs, payment into Court or otherwise as it thinks fit, and shall appoint a day for proceeding with the suit;*



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*Provided further that **no Court shall set aside** a decree passed ex-parte merely on the ground that there has been an irregularity in the service of summons, **if it is satisfied that the defendant had notice of the date of hearing** and had sufficient time to appear and answer the plaintiff's claim.*

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(Emphasis added)

8. *It is evident from the above that an ex-parte decree against a defendant has to be set aside if the party satisfies the Court that summons had not been duly served or he was prevented by sufficient cause from appearing when the suit was called on for hearing. However, the court shall not set aside the said decree on mere irregularity in the service of summons or in a case where the defendant had notice of the date and sufficient time to appear in the court.*

The legislature in its wisdom, made the second proviso, mandatory in nature. Thus, it is not permissible for the court to allow the application in utter disregard of the terms and conditions incorporated in the second proviso herein.

9. *"Sufficient Cause" is an expression which has been used in large number of Statutes. The meaning of the word "sufficient" is "adequate" or "enough", in as much as may be necessary to answer the purpose intended. Therefore, word "sufficient" embraces no more than that which provides a platitude which when the act done suffices to accomplish the purpose intended in the facts and circumstances existing in a case and duly examined from the view point of a reasonable standard of a cautious man. In this context, "sufficient cause" means that party had not acted in a negligent manner or there was a want of bona fide on its part in view of the facts and circumstances of a case or the party cannot be alleged to have*



been "not acting diligently" or "remaining inactive". However, the facts and circumstances of each case must afford sufficient ground to enable the Court concerned to exercise discretion for the reason that whenever the court exercises discretion, it has to be exercised judiciously. (Vide: **Ramlal & Ors. v. Rewa Coalfields Ltd.**, AIR 1962 SC 361; **Sarpanch, Lonand Grampanchayat v. Ramgiri Gosavi & Anr.**, AIR 1968 SC 222; **Surinder Singh Sibia v. Vijay Kumar Sood**, AIR 1992 SC 1540; and **Oriental Aroma Chemical Industries Limited v. Gujarat Industrial Development Corporation & Another**, (2010) 5 SCC 459)

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12. In order to determine the application under Order IX, Rule 13 CPC, the test has to be applied is whether the defendant honestly and sincerely intended to remain present when the suit was called on for hearing and did his best to do so. Sufficient cause is thus the cause for which the defendant could not be blamed for his absence. Therefore, the applicant must approach the court with a reasonable defence. Sufficient cause is a question of fact and the court has to exercise its discretion in the varied and special circumstances in the case at hand. There cannot be a strait-jacket formula of universal application.”

14. When the impugned order dated 25.05.2026 (Annexure P-2) is tested on the touchstone of the above-referred judgment rendered in the case of **Parimal (supra)**, no fault can be found with the same. Resultantly, the instant civil revision petition fails and the same is accordingly **dismissed**.

15. All the pending application(s), if any, shall also stand closed.

(HARSH BUNGER)
JUDGE

20.07.2026
Ankit

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No