



2026:DHC:6094



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

%

*Reserved on: 12th May, 2026
Pronounced on: 30th July, 2026*

+

RFA 246/2025, CM APPL. 15209/2025 (stay)

MAHA SHIV ENTERPRISES

Through its Proprietor
S/o Late Jai Prakash Gupta
R/o H.No. 64, Saini Mohalla
Nangloi, Delhi-110041

.....Appellant

Through: Ms. Sanjana Gupta, Advocate

versus

1. **UMA SHANKAR SHARMA**

S/o Late Sita Ram Sharma
R/o A-5B/447, SFS Flats Shantikunj Apartment
Paschim Vihar, Delhi.

.....Respondent No. 1

2. **SOURABH SHARMA**

S/o Shri Uma Shankar Sharma
R/o A-5B/447, SFS Flats, Shantikunj Apartment
Paschim Vihar, Delhi.

....Respondent No.2

Through: Mr. Ajeet Kumar Shahi, Advocate

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. **Regular First Appeal** under Section 96 read with Order XLI Rule 1 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*), has



been filed on behalf of the *Defendant/Appellant*, *Maha Shiv Enterprises*, against the Judgment and Decree dated **14.01.2025** whereby the Suit for Recovery of Rs.19,23,236/-, filed by the *Plaintiffs/Appellants*, *Sh. Uma Shankar Sharma and Sh. Sourabh Sharma* has been decreed in their favour by the learned District Judge.

2. The Plaintiffs had filed a Civil Suit bearing **CS (Comm) No. 203/2021**, seeking Recovery of Rs.19,23,236/- along with the *pendente lite* and future interest at the rate of 24% per annum, against the Defendant.

3. The **brief facts** as narrated in the ***Plaint*** are that the Plaintiffs are the absolute owners of property bearing No. I-2265, DSIIDC, Narela, Delhi (*hereinafter referred to as "Suit Property"*). It was claimed that the Defendant had approached the Plaintiffs and requested them to let out the suit property. The Plaintiffs gave the suit property to the Defendant at a monthly rent of Rs.73,000/- per month. The said tenancy commenced from **16.04.2013**, for a period of 11 months and the same was renewed from time to time, as per the mutual understanding of the parties.

4. It was averred that earlier, the Defendant was a tenant in the suit property under the erstwhile owner, *Smt. Indra Gupta* and subsequently after the Plaintiffs purchased the suit property, the parties agreed to continue with the tenancy.

5. The Plaintiffs asserted that the Defendant had regularly paid rent along with the electricity and other charges till **March, 2020** after which, he expressed his difficulty to pay the same and therefore, has not paid rent from **April, 2020**.

6. The Plaintiffs claimed that they had regularly visited and requested the Defendant to clear the dues of rent as well as electricity charges;



however, the Defendant gave them false assurances and kept on delaying the payment on one pretext or the other.

7. The Plaintiffs, thereafter, received an electricity Bill of Rs.15,29,150/- and water bills of Rs.4,536/- and 3,947/-. They also received maintenance charges bill amounting to Rs.42,307/-. They further received CEPT charges in the sum of Rs.3,685/-. The Plaintiffs again approached the Defendant to clear all the outstanding due; however, the Defendant failed to do so.

8. The Plaintiffs, thereafter, issued Legal Notice dated **04.01.2021** to the Defendant demanding payment of all outstanding dues. Despite service of the aforesaid Legal Notice, the Defendant failed to make payment of the due and sent Reply dated **11.01.2021**, wherein, all the averments as made in the Legal Notice were denied and further, he refused to clear the dues payable to the Plaintiff.

9. The Plaintiff, thereafter, filed a pre-litigation mediation, wherein the Defendant paid an amount of more than Rs.8,00,000/- towards electricity charges and the outstanding amount, for the same, till March 2021 is approximately Rs.7,05,540/-.

10. Subsequently, on account of non-payment of outstanding electricity bills by the Defendant, the electricity supply of the suit property was disconnected. As a result, the Plaintiffs were unable to let out the suit property, causing them a monetary loss of Rs.1,50,000/- per month.

11. The Plaintiffs thus, filed the ***Suit for Recovery of Rs.19,23,236/- along with the pendent lite and future interest at the rate of 24% per annum against the Defendant.***

12. The Defendant, in its ***Written Statement*** took the preliminary objection that the Suit filed by the Plaintiffs is not maintainable as they have



not valued the Suit properly and have not deposited the requisite Court Fees. The Defendant further asserted that the Plaintiffs have not approached the Court with clean hands and have suppressed material facts.

13. On merits, the Defendant admitted the tenancy under the erstwhile owner, *Smt. Indira Gupta*. However, the Defendant denied that the monthly rent of the suit property was agreed to be Rs. 73,000/- and asserted that the agreed monthly rent was Rs.15,000/- per month and the same was agreed orally and no written Rent Agreement was executed between the parties.

14. The Defendant further asserted that the Plaintiffs had a security deposit of Rs.4,67,500/-, which they were liable to return to the Defendant. The security deposit had been admitted by the Plaintiffs, in the e-mail dated **28.11.2020**.

15. It was contended that the Defendant, after duly informing the Plaintiffs, had already vacated the Suit Property in November, 2020 and therefore, it was not liable to pay any dues from December 2020 till March 2021 as claimed by the Plaintiffs. The Defendant further denied that it was liable to pay the arrears of rent and other charges as has been claimed by the Plaintiffs. It was thus, prayed that the Suit filed by the Plaintiffs be dismissed.

16. The **Plaintiffs** in their **Replication**, reaffirmed the assertions as made in the **Plaint** and denied the averments as made by the Defendant in its **Written Statement**.

17. The learned District Judge framed the following Issues on **01.07.2023**, which are as under:

- i. *Whether the monthly rent for the tenancy premises in question was Rs.73,000/- per month as claimed*



by the plaintiff or Rs. 15,000/- per month as claimed by the defendant? OP Parties

- ii. *Whether the plaintiff is entitled to decree in the sum of Rs. 19,23,236/- as arrears of rent, as prayed for? OPP*
- iii. *Whether the plaintiff is entitled to any interest and if so, at what rate, at what amount and for what period? OPP*

18. The Plaintiffs in support of their case, examined **PW-1** Sh. Sourabh Sharma, Plaintiff No. 2, who reiterated the averments as made in the Plaint. He relied on the documents exhibited as **Ex.PW-1/1** to **Ex.PW-1/11**.

19. The Defendant in support of its case, examined, **DW-1**, Sh. Bhushan Gupta, its authorized representative who reaffirmed the defence as taken in the Written Statement. He further relied on the documents exhibited as **Ex. DW1/1** to **Ex. DW1/5**.

20. The **learned District Judge**, after appreciating the rival contentions of the parties, observed that though the Plaintiffs were not able to prove that the monthly rent in respect of the suit property was Rs.73,000/- per month, however, even the Defendant failed to prove that the rent of the Suit Property was Rs.15,000/- per month.

21. The learned District Judge noted that the Defendant had deposited an amount of Rs. 3,60,000/- from 04.05.2018 till 20.03.2020 into the bank account of Plaintiff No. 1 and thereby, an average of the said amount, i.e. Rs.16,363/- was taken as the at the rate of the monthly rent. *Accordingly, the learned District Judge awarded an amount of Rs. 1,30,994/- as arrears of rent, from April, 2020 to November, 2020.*



22. In respect of electricity bills, the learned District Judge observed that the Defendant had vacated the suit property in November, 2020 and therefore, *the Plaintiffs were not liable to claim any electricity charges from the Defendant for the period thereon.*

23. However after placing reliance on the electricity bill **Mark B**, from the period of 11.11.2020 to 13.12.2020, the learned District Judge observed that after adjusting an amount of Rs.9,49,599/-, that had already been paid by the Defendant, *awarded an amount of Rs. 5,79,554/- as arrears of electricity charges.* The Defendant was held *liable to be pay an amount of Rs. 28,611/- in respect of the Maintenance Charges and an amount of Rs. 1,088/- towards CEPT Charges.*

24. Consequently, **the Suit for Recovery filed by the Plaintiff was decreed for a sum of Rs. 7,40,157/- along with the interest at the rate of 9% per annum from December, 2020 till the realisation of the amount.**

25. Aggrieved by the Judgment and Decree dated 14.01.2025, the Defendant has preferred the present **Regular First Appeal** under Section 96 read with Order XLI Rule 1 of the CPC.

26. The **grounds of challenge** are that there was no written Rent Agreement ever executed between the parties. The Plaintiffs have not produced any document which establishes that *there existed a relationship of landlord-tenant between the parties.*

27. It was contended that the actual person from whom the Defendant had taken the suit property on rent, is *Smt. Indra Gupta*, to whom the Defendant was paying a monthly rent of Rs.15,000/-. Though Plaintiff No. 2, *Sh. Sourabh Sharma*, in his testimony as **PW-1**, had deposed that his father, Plaintiff No. 1, *Sh. Uma Shakar Sharma*, had bought the suit property from



her in the year 2013, but has failed to produce any document in respect of their ownership in the suit property.

28. The Defendant thus, contended that he was still a tenant under *Smt. Indira Gupta* and had agreed to continue the tenancy in the suit property, at a monthly rent of Rs.15,000/- per month. The Defendant asserted that the rent was being paid regularly *via* Online and in cash to the Plaintiff, on behalf of *Smt. Indra Gupta*. In proof thereof, the Defendant had proved his Bank Statement, **Ex. DW1/1**, which reflected that an amount of Rs.60,000/- was being paid as rent collectively, for few months and the same was transferred to the Plaintiff.

29. The learned District Judge fell in error in making a vague calculation and ascertaining the monthly rent at the rate of Rs.16,363/-, which is patently incorrect. The amount of Rs. 1,30,904/- as arrears of rent from April 2020 to November, 2020, *is based on a vague calculation and is not tenable.*

30. An amount of Rs. 5,79,554/- towards electricity charges has been erroneously granted, against the Defendant. It has not been appreciated that an amount of Rs. 9,49,596/- had already been paid by the Defendant towards electricity charges and nothing else remained payable by the Defendant.

31. Likewise maintenance charges of Rs.28,611/- and CEPT charges of Rs.1,088/-, have been wrongly granted on the basis of the photocopies of the bills. On the other hand the Defendant, had duly proved the Maintenance Charges Receipts, **Ex. DW1/2** and CEPT Charges receipts as **Ex. DW1/3**.

32. It was contended that the suit property was a multi tenanted premises and the charges due and payable by the Defendant, duly stood paid and there was nothing payable by it, at the time of vacating the suit property on



22.11.2020, as already stated by it in the Reply to the Legal Notice dated 11.01.2021.

33. *It is, therefore, prayed that the impugned Judgment and decree dated 14.01.2025, be set-aside.*

34. *The Defendant/Appellant had filed Written Submissions in support of the contentions wherein essentially the broad points of arguments are the same as stated in the grounds of Appeal.*

35. The **Plaintiffs/Respondents in their Written Submissions** reiterated that no rent was paid by the Defendant from April, 2020 to November, 2020.

36. The Plaintiff asserted that the Defendant had shifted his business from plastic bags to manufacturing of PPE Kits, used for preventing Corona virus infection which led to increase load of the electricity metre, which consequently got damaged. The assessment was conducted and an amount of Rs. 9,49,596/- was levied. The Defendant has paid only the aforesaid amount *vide* Receipt **Ex. DW1/4** and an amount of Rs. 5,79,554/- was still due and payable by the Defendant.

37. The Plaintiffs further submitted that they had filed an Application under *Order XVIII Rule 17 read with Section 151 of the CPC seeking permission to lead additional evidence*. However, on the opposition of the said Application by the Defendant, the same was not taken on record.

38. It was, therefore, prayed that there is no merit in the Appeal and is liable to be dismissed.

Submissions heard and record perused.

39. It is an admitted case of parties that that Defendant was a tenant in the suit property under the erstwhile owner *Smt. Indra Gupta*. Subsequently, the Plaintiffs had purchased the suit property from *Smt. Indra Gupta* in 2013



and thereafter, the Defendant had attorned the Plaintiffs as the owners of the Suit Property.

40. Furthermore, the Defendant admitted that *he was making payment of regular rent charges along with electricity and other charges, to the Plaintiffs till March 2020, which further establishes that the Plaintiffs were the owners to whom the Defendant had attorned as landlords. The relationship of landlord-tenant was thus, established between the parties.*

41. It is also not in dispute that the Defendant had vacated the Suit Property on 22.11.2020, i.e., prior to the filing of the present Suit, *which was essentially for recovery of arrears of rent, electricity and other charges.*

I. Whether there existed any arrears of rent payable by the Defendant?

42. The Plaintiff had claimed that on acquiring ownership of the Suit Property, the Defendant had agreed to monthly rent of Rs.73,000/-, while the case of the Defendant was *that he had been paying monthly rent at the rate of Rs. 15,000/-.*

43. In this regard, it is pertinent to refer to the Statement of Accounts **Ex. DW1/1** filed by the Defendant, wherein it is reflected that there was withdrawal of money for payment of rent made in favour of Plaintiff No. 1, *Sh. Uma Shankar Sharma.* The same is reproduced herein under:-

- (i) 04.05.2018 - Rs.60,000/-
- (ii) 07.12.2018 - Rs.60,000/-
- (iii) 08.04.2019 - Rs.60,000/-
- (iv) 17.03.2020 - Rs.60,000/-
- (v) 19.03.2020 - Rs.60,000/-



(vi) 20.03.2020 - Rs.60,000/-

44. The Plaintiffs themselves have admitted that they had received the entire rent till March, 2020. Furthermore, from the amounts which have been credited to the account of Plaintiff No. 1 from time to time, are in the sum of Rs.60,000/-, which clearly support the contention of the Defendant that the monthly rent in respect of the Suit Property was Rs.15,000/-.

45. There is no evidence whatsoever to show that the monthly rent was ever Rs.73,000/-, as has been asserted by the Plaintiffs. The best evidence could have been to examine the erstwhile owner or to produce their own accounts in proof of the alleged rate of rent, but no evidence whatsoever has been led by the Plaintiffs.

46. The learned District Judge, however, fell in error in drawing an average of the sum of Rs.3,60,000/- paid from May, 2018 till March, 2020 and taking an average of the said amount *in the sum of Rs.16,363/-* as the rent; rather the Defendant had categorically asserted that at times the rent was being transferred in the bank account of Plaintiff No. 1 and at other times the rent was being paid in cash; a fact which emerges from the simple admission of the Plaintiffs that they had received up-to-date rent till March, 2020.

47. The learned District Judge fell in error in calculating the monthly rent by drawing an average of Rs. 3,60,000/- when in fact, there is cogent evidence to establish that the monthly rent was Rs.15,000/-. Admittedly, the arrears of rent are due from April, 2020 to November, 2020, which are modified and are to be calculated at the rate of Rs. 15,000/-, ***which comes to Rs. 1,20,000/- for the period from April 2020 till November 2020.***



II. Whether the Defendant was liable to pay an amount of Rs. 5,79,554/- towards balance electricity charges?

48. The next aspect of challenge is, in regard to the electricity bill. The Plaintiffs had claimed that after the suit property had been vacated by the Defendant, they received an electricity bill amounting to Rs.15,59,150/-. The Plaintiffs further stated that after the parties appeared in pre-institution Mediation, the Defendant paid more than Rs. 8,00,000, leaving balance of approximately Rs.7,05,550/-.

49. In order to support their contention, the Plaintiffs have relied upon an electricity bill **Mark B**, which has been raised for the period 11.11.2020 to 13.12.2020. From a bare perusal of the said bill, it reflects that regular payments were being made from April, 2020 till November, 2020.

50. The Plaintiffs themselves, had admitted that during pre-litigation mediation, the Defendant had paid an amount of more than Rs.8,00,000 to the Plaintiffs. Furthermore, along with their Written Submissions, the Plaintiffs had placed on record an **Order of the Electricity Ombudsman dated 30.05.2022**, wherein, also it was mentioned that in the bill raised for the month of December 2020 was for a sum of Rs.15,29,150; however, an amount of Rs.9,49,599/- was reflected as an adjustment, though no reason was mentioned.

51. The Electricity Ombudsmen further observed that the Plaintiffs had sought waiver of Rs.9,49,599/-. However, the said waiver was not granted, but the benefit of LPSC was granted. From the documents of the Plaintiffs itself, it is evident that there was some outstanding electricity bill, but the Defendant had paid the said amount as is mentioned by the Plaintiff themselves, in their Plaint. The Plaintiff has not been able to prove that there



was any outstanding dues payable by the Defendant towards the electricity charges, especially when neither the original Bills were produced nor the payment Receipts were placed on record.

52. *The learned District Judge fell in error by awarding an amount of Rs. 5,79,554/- towards arrears of electricity charges. In view of the aforesaid discussion, the amount of Rs. 5,79,554/- as awarded, by the learned District Judge towards arrears of electricity charges, is set-aside.*

III. Whether the Defendant was liable to pay amounts of Rs. 28,611 and Rs. 1,088/- towards maintenance and CEPT charges?

53. The Defendant has challenged the grant of Rs 28,611 towards Maintenance charges and Rs. 1,088/- towards CEPT charges. The Defendant asserted that the learned District Judge had erroneously relied on bill **Mark H**, while awarding the aforesaid amount towards maintenance charges.

54. Even though, this bill **Mark H** has not been proved, but on a bare perusal of the same, it is reflected that the bill was pertaining to the period from 01.12.2020 to 31.12.2020 and reflected arrears of Rs. 28,611/- along with a surcharge of Rs. 408/-.

55. The Defendant though had claimed that it had paid up-to-date bills, however, the aforesaid Maintenance bill clearly reflects that there were arrears amounting to Rs. 28,611/- plus Rs. 408/- as surcharge, which amounts to Rs. 29,019/-.

56. The Defendant has failed to produce any proof to show the payment of Maintenance charges for the requisite period. From the evidence on record, it is clearly established that there was **an arrear of maintenance**



charges amounting to Rs. 29,019/-, which has been rightly allowed, by the learned District Judge, in favour of the Plaintiff.

57. Likewise, the Defendant has also not been able to establish that there was no amount payable towards CEPT charges and *the learned District Judge has rightly awarded an amount of Rs. 1,088/- towards CEPT charges.*

Conclusion:

58. In view of the aforesaid discussion, the impugned Judgment and Decree is modified to the extent that the Defendant is liable to pay arrears of rent from April, 2020 till November, 2020 amounting to **Rs. 1,20,000/- i.e., Rs. 15,000/- per month.** The **Defendant is also liable to pay Rs. 29,019/- towards maintenance charges and Rs. 1,088/- towards CEPT charges.** However, the Defendant is not liable to pay an amount towards electricity charges.

59. The present Appeal is **partly allowed** and the decree is modified to the sum of for Rs.1,50,107/- along with interest at the rate of 9% per annum from the date of institution till the date of realization.

60. Pending Application(s), if any, also stand disposed of accordingly.

**(NEENA BANSAL KRISHNA)
JUDGE**

JULY 30, 2026
RS/N