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

+ CS(OS) 1988/2014

MADALSA SOOD

..... Plaintiff

Through: Mr. Raman Kapur, Sr. Adv. with Mr.
Dhiraj Sachdev, Adv.

versus

SYED NADEEM ABBAS

..... Defendant

Through: None.

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

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15.10.2015

Plaintiff has filed this suit against the defendnat for possession and mesne profits/ damages.

Plaintiff has alleged that she had leased the first floor of property bearing no. A-44, Friends Colony, East, New Delhi (suit property, for short) to the defendant vide a registered lease deed dated 5th July, 2013. Lease was for a period of 5 years commencing from 1st July, 2014. The rent was fixed @ ₹1,05,000/- per month for the first year which was to be increased by 5 % every year over the last paid rent. Three months rent was given in advance. Defendant defaulted the term of lease agreement and committed default in paying the rent with effect from January, 2014. Defendant also did not pay electricity and water bills. In view of the defaults committed by the

defendant plaintiff terminated the lease by serving a termination notice dated 11th March, 2014, in terms of clause 12 of the lease agreement. Lease stood terminated on expiry of two months period from the date of service of legal notice dated 11th March, 2014. Defendant sent reply dated 5th April, 2014 to legal notice alleging therein that lease agreement was not violated and tenancy was still subsisting. Defendant did not hand over the possession of the suit property to the plaintiff. Defendant was liable to pay mesne profit @ ₹2.50 lacs per month upon termination of the tenancy, as was claimed in the notice.

A perusal of order dated 12th February, 2015 shows that written statement of defendant was taken on record after condoning the delay. Plaintiff filed I.A. No.1793/2015 under Order 39 Rule 10 CPC seeking directions against the defendant to pay the admitted monthly rent of ₹1.05 lacs per month which was enhanced to ₹1,10,250/- per month with effect from October, 2014. Application was allowed and defendant was directed to deposit the rent with the Registrar General, at the aforesaid rates with effect from October, 2014. This order was not complied with, consequently, vide order dated 6th August, 2015 defence of defendant was stuck off on an application being I.A. No. 14414/2015 under Order 15-A CPC filed by the

plaintiff. Written statement was directed to be taken off the record.

Defence of defendant has already been struck off. Facts pleaded in the plaint have remained un-rebutted. Accordingly, a decree of possession is passed in favour of the plaintiff and against the defendant in respect of the first floor of the suit property bearing A-44, Friends Colony, East, New Delhi more particularly shown in red colour in the site plan. Though, plaintiff has claimed mesne profits @ ₹2.50 lacs per month, however, during the course of hearing the same have been restricted to ₹1,10,250/-, that is, admitted rent in terms of the lease agreement. Accordingly, decree of mesne profits is passed in favour of plaintiff and against the defendant @ ₹1,10,250/- with effect from 1st October, 2014 till defendant vacates the suit premises. Costs of the proceedings are also awarded to the plaintiff. Other prayers have not been pressed.

Decree sheet be drawn.

A.K. PATHAK, J.

OCTOBER 15, 2015

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