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

+ RFA No.301/2016 & CM No.17589/2016 (for stay).

NEERAJ SRIVASTAVA

..... Appellant

Through: Mr. Abhishek Varma, Mr. Varun
Kumar and Mr. Dheeraj, Advs.

versus

ATTAR SINGH

..... Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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13.05.2016

1. This first appeal under Section 96 of the Code of Civil Procedure, 1908 (CPC) impugns the judgment and decree dated 10th March, 2016 of the Court of Additional District Judge (ADJ)-04 (North-West), Rohini Courts, Delhi in CS No.225/2015 of ejectment of the appellant from the premises earlier in his tenancy and the rent whereof was admittedly in excess of Rs.3,500/- per month and with respect to which tenancy there admittedly was no registered Lease Deed.

2. The only argument of the counsel for the appellant is that as per the averments of the respondent/plaintiff in the plaint also, the tenancy of the appellant was for a period in excess of one year and the Agreement executed at the time of creation of tenancy was thus required to be registered and was not registered.

3. However on enquiry as to how does it effect the judgment and decree of ejectment, the counsel is unable to reply.

4. The counsel for the appellant has then contended that the appellant had paid Rs.2 lacs by way of security deposit and Rs.1.5 lacs for renovation

of the premises and should be allowed to stay in the premises till the said amounts are exhausted.

5. Once the tenancy is not for a definite period by a registered document, the appellant whose tenancy has admittedly been determined cannot be allowed to remain a tenant on such grounds. If at all the appellant has any monetary claims against the respondent, the appellant is free to pursue the same.

6. There is thus no merit in the appeal.

Dismissed.

No costs.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J

MAY 13, 2016

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