

\$~21.

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

+ RSA 194/2016

RAJU @ ANTHONY

..... Appellant

Through: Mr. S.K.Gandhi, Advocate.

versus

SEEMA SAXENA

..... Respondents

Through

CORAM:

HON'BLE MR. JUSTICE VALMIKI J. MEHTA

ORDER

% **26.07.2016**

1. This regular second appeal under Section 100 CPC was argued at length. This appeal was liable to be dismissed as no substantial question of law arose inasmuch as relationship of landlord and tenant between the parties is admitted, and that the legal notice dated 8.11.2010 (Ex.PW-1/5) terminating tenancy was found to be duly served upon the appellant/defendant/tenant and in fact replied to vide Ex.PW1/7, with the only issue remaining disputed being the rate of rent because appellant/defendant claimed that rent was Rs.2500/- per month but the respondent/plaintiff pleaded the rent at Rs.16,500/- per month. On this issue respondent/plaintiff led evidence including the original rent agreement dated

10.11.2006, Ex.PW1/2, and which showed original rate of rent at Rs.15000/- per month. I may note that the stand/argument of the appellant/defendant of interpolations having been made in this rent agreement is only a superficial argument because the only corrections are with respect to changing of the original date of lease to a new date of lease as the new rent agreement was to be prepared as per the old rent agreement, Ex.PW1/2, and that there is no doubt that the original rate of rent was Rs. 15,000/- per month as this is specifically written in words in para 1 of the rent agreement which has been proved. Further, the defence of the appellant/defendant stood struck off and no evidence has been led by the appellant/defendant whereas the respondent/plaintiff has proved her case by leading evidence including that of an Expert (PW-4) to prove signatures on the rent agreement Ex.PW1/2 and there is even no cross-examination of PW-4.

2. Counsel for the appellant states that this appeal is not pressed and be disposed of as such but the appellant be given time till 31.12.2016 to vacate the suit premises. Appellant it is agreed will also continue to clear all charges towards electricity, water and other charges payable with respect to the suit premises including payments as per order of the first appellate court

towards occupation charges at Rs.5000/- per month.

3. Accordingly, subject to the appellant filing an affidavit of undertaking in this Court in terms of the present order to vacate the suit premises on or before 31.12.2016 within two weeks, and complying with the same, appellant is granted time to vacate the suit premises on or before 31.12.2016.

4. I may note that I have not in any manner opined with respect to the issue of mesne profits which have been decreed in favour of the appellant, and which would have to be paid in terms of the impugned judgment.

5. Appeal is disposed of as not pressed in terms of the aforesaid observations.

6. Copy of this order be given dasti to counsel for the appellant under the signatures of the Court Master.

VALMIKI J. MEHTA, J

JULY 26, 2016
ib