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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RC.REV. 249/2015 & C.M. No.9097/2015**
SHRI RAM

..... Petitioner
Through Chowdhary Rabindra Singh and Ms.
Ekra Singh, Advs.
Versus

SMT DHANESHWARI DEVI

..... Respondent
Through Mr. Gaurav Seth, Adv

CORAM:
HON'BLE MS. JUSTICE INDERMEET KAUR

ORDER
% **30.03.2016**

The petitioner/tenant is aggrieved by the order dated 11.12.2014 vide which the application filed by him seeking leave to defend in a pending eviction petition under Section 14 (1)(e) of the Delhi Rent Control Act (DRCA) had been dismissed. Submission being that the Trial Court has failed to consider the facts in the correct perspective.

Arguments have been refuted.

The eviction petition discloses the need of the landlord in para 18. The suit property is property bearing No. 30/477, Extra 30 Block, Trilokpuri, Delhi. In the body of the petition, the petitioner has stated that he is the owner of the suit property and the property had been tenanted out (comprising of the ground floor one room and one verandah) to the petitioner-tenant 5-6 years back. Relevant would it be to note that the exact date has not been mentioned. The body of the eviction petition further discloses that no written agreement was

executed between the parties at that point of time. With the passage of time, the respondent started creating trouble for the landlord and was not paying the rent regularly. He was harassing and humiliating the landlord. A rent agreement was executed between the parties on 28.09.2013. A photocopy of this rent agreement has been placed on record. The landlord has put his thumb impression on this document; it has not been signed.

In the application seeking leave to defend, the ownership of the landlord has been denied. It is further stated that this rent agreement is forged and fabricated; it is not a genuine document.

A query has been put to the learned counsel for the landlord as to whether he has any other document to substantiate the fact that the tenant is in fact a tenant in the suit property as his submission is that there were irregular payments being made by the tenant; he candidly admits that he does not have even a single document to substantiate his submission that the rent was ever paid by the tenant to the landlord.

In this background, the tenant having denied the aforementioned rent agreement dated 28.09.2013 and there being no other document to substantiate the version of the landlord that the petitioner was inducted as a tenant and the triable issue sought to be raised by the tenant being that the landlord in fact is not the landlord, this Court is of the view that evidence would be required to settle this aspect.

Accordingly, the impugned order is set aside. Leave to defend is granted to the tenant. Written statement be filed within three weeks with advance copy to the learned counsel for the landlord who will file his rejoinder before the next date.

Parties are directed to appear before the ARC on 03.05.2016.
Petition disposed of.

MARCH 30, 2016

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INDERMEET KAUR, J