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

+ **CM(M) 189/2020**

**ANIL KUMAR SINGHAL**

..... Petitioner

Through: Mr. Manish Kumar & Mr. Ravinder  
Kumar, Advocates (M-9212412477)

versus

**KANCHAN RAWAL**

..... Respondent

Through: Mr. Abhishek Chhabra & Ms.  
Cauvery Rawal, Advocates (M-  
9999995515)

**CORAM:**

**JUSTICE PRATHIBA M. SINGH**

**ORDER**

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**17.02.2020**

**CAV 148/2020**

1. Caveator has entered appearance. Caveat is discharged.

**CM(M) 189/2020 & CM APPLs. 6249/2020 (for stay), 6250/2020 (for exemption)**

2. The present petition arises out of the impugned order dated 13<sup>th</sup> January, 2020 and order dated 21<sup>st</sup> November, 2019, by which the Petitioner/Defendant (*hereinafter*, “*Defendant*”) was directed to deposit a sum of Rs.22,000/- per month as rent, excluding electricity and water charges. The order dated 21<sup>st</sup> November, 2019 reads as under:

*“Ld. counsel for plaintiff has filed replication alongwith possession letter dated 25.11.2014, executed by the defendant on behalf of predecessor in interest of the plaintiff.*

*Arguments on application U/s 151 CPC, filed on behalf of plaintiff heard.*

*In view of the reply to application U/s 151 CPC, filed on behalf of defendant, it is evident that the defendant has not paid any rent since March, 2017. Accordingly, the defendant is directed to deposit rent @ Rs. 22,000/- per month excluding electricity, water charges and other taxes for the period March, 2017 to November, 2019, in this court in the form of a fixed deposit for a term of 3 years, renewable for a similar term, within 3 weeks from today. Further, the defendant is directed to continue to deposit the aforementioned rent before 15<sup>th</sup> day of next month by way of fixed deposit for aforementioned term, during pendency of the suit or till further orders in this regard. Application U/s 151 CPC, filed on behalf of plaintiff is disposed of accordingly.*

*Earlier, an affidavit in respect of admission / denial of documents was filed on behalf of the defendant. In view of the same, site plan of the suit property is exhibited as Ex. P-1, legal notice dated 22.01.2019 is exhibited as Ex. P-2, tracking reports dated 23.01.2019 are exhibited as Ex. P-3, postal receipts dated 22.01.2019 are exhibited as Ex. P-4.*

*Re-notify for framing of issues on 11.12.2019.*

*Copy of this order be given dasti to the ld. proxy counsel for defendant forthwith.”*

This order was reiterated on 13<sup>th</sup> January, 2020, on which date the Defendant's application seeking stay of the order dated 21<sup>st</sup> November, 2019 was dismissed.

3. The brief background is that the Plaintiff/Respondent (*hereinafter*, “*Plaintiff*”) filed a suit for possession, *mesne profits*, damages and injunction in respect of Godown No. LB-08 on Lower Basement of Multi-stored Commercial Building known as Ansal Bhawan constructed on Plot No.16, Kasturba Gandhi Marg, New Delhi-110001 (*hereinafter*, “*tenanted premises*”). In the written statement, the Defendant admitted that he was

paying Rs.22,000/- per month as rent to the earlier owner – Mr. Bimal Kumar Vashisht. It is on the basis of the said admission that the Trial Court has fixed the monthly deposit to be made.

4. However, the Defendant now contends that Mr. Bimal Kumar Vashisth is not the owner of the tenanted premises. He seeks to rely upon an alleged notice dated 4<sup>th</sup> October, 2018 by which he claims to have called upon Mr. Bimal Kumar Vashisth to return the amount of Rs.12,92,000/-. He therefore submits that since the Plaintiff is not the owner and the actual owner is some third-party, the monthly rent to be deposited has been wrongly fixed.

5. On the other hand, Id. counsel for the Plaintiff submits that the notice dated 4<sup>th</sup> October, 2018 was not part of the trial court record and hence, no reliance can be placed upon the same. It is further submitted that the order dated 21<sup>st</sup> November, 2019 has not been complied with by the Defendant.

6. A perusal of the plaint and written statement shows that the Defendant does admit to having entered into a tenancy agreement with Mr. Bimal Kumar Vashisth on 1<sup>st</sup> April, 2015. However, he has now chosen to raise a plea that Mr. Vashisth is not the owner of the tenanted premises and so the Plaintiff also does not have any rights in the tenanted premises, even though the Plaintiff has allegedly purchased the property from Mr. Vashisth.

7. The question as to who was the owner of the tenanted premises, whether the Plaintiff has any right in the same as also whether the plea as to ownership can even be raised in the suit, are all issues that would have to be considered by the Trial Court. At this stage, the Trial Court has, merely on the basis of the admissions made in the written statement, directed the deposit of a sum of Rs.22,000/- per month, excluding electricity and water

charges, in Court. The tenanted premises is a prime property in a busy commercial area. Thus, the impugned order, which rejects the application seeking a stay of the order dated 21<sup>st</sup> November, 2019, is not liable to be interfered with by this Court.

8. The future rent shall be deposited in the Trial Court, on or before the 10<sup>th</sup> of every month. Insofar as the arrears from March, 2017 till February, 2020 are concerned, the same is permitted to be deposited in two equal instalments, both to be paid on or before 30<sup>th</sup> May, 2020.

9. With these observations, the petition is dismissed. All pending applications are disposed of.

**PRATHIBA M. SINGH, J.**

**FEBRUARY 17, 2020**

*Rahul / TC*