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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision:- 20.07.2022

+ RFA 283/2022 & CM APPL. 29664/2022 (additional documents)
SANJEEV SEHGAL Appellant

Through: Appellant in person.

Versus

RAJENDRA KUMAR B MOHATTA & ORS. Respondents

Through: Mr.Bharat Ahuja & Mr.Abhishek
Verma, Advs.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

REKHA PALLI, J (ORAL)

CM APPL. 29665/2022

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

RFA 283/2022

3. The present appeal seeks to assail the judgment and decree dated 27.11.2021 passed by the learned ADJ-03, Patiala House Court, New Delhi in CS No. 294/2020. Under the impugned judgment, the learned Trial Court has decreed the suit of the respondent no.1/plaintiff for possession of property bearing no. 608, Silver Arc Apartments, 22 Firozshah Road, New Delhi.
4. The common case of the parties is that the subject property was given on lease to the respondent no.2/company vide a registered lease deed



dated 16.10.2018 on a monthly rent of Rs.2,25,000/- exclusive of water, electricity and maintenance charges. It is the appellant's case that on 05.03.2020, the appellant and the respondent no.2/company entered into a retainership agreement whereunder the appellant was appointed as a legal consultant of the respondent no.2/company and was entrusted with the task to conduct all legal proceedings of the said company. However, since no retainership amount was being paid to him by the respondent no.2 company, an arrangement was entered into between them whereby the appellant was permitted to occupy the subject property, the rent whereof was to be paid by respondent no.2.

5. The respondent no.2, however, did not pay the rent as per the terms of the retainership agreement. Consequently, the respondent no.1/plaintiff, terminated the tenancy agreement vide its notice dated 29.07.2020 which was sent to the respondent no.2 through e-mail also on 31.07.2020. Since despite service, the suit property was not vacated, the respondent no.1/plaintiff filed the aforesaid suit against the respondent no.2 as also the appellant seeking possession of the suit property.
6. Upon notice being issued in the suit, the respondent no.2/company filed its written statement clearly stating that it had vacated the suit property in March 2020 itself by giving due notice to the respondent no.1/plaintiff. It was further averred that the suit property was now in the illegal possession of the appellant. The suit was also defended by the appellant herein by contending in its written statement that Mr.Anchal Saxena, who had filed the written statement on behalf of the respondent no.2/company was not a director in the company and



was therefore not authorized to file the same. It was further averred that Shri Satish Rajaram Pol was the authorized director of the respondent no.2/ company and therefore no reliance ought to be placed on the written submissions filed by Mr. Anchal Saxena. Before the Ld. Trial Court, the appellant also prayed that since Mr. Satish Rajaram Pol was a proper and necessary party, he should be impleaded in the suit. The said prayer of the appellant was, however, rejected by the learned Trial Court, who in the light of the stand taken by the respondent no.2 company decreed the suit for possession by holding as under:

“I find merits in the contentions raised by Ld. Counsel for plaintiff. So far as the relationship of landlord and tenant between the defendant no.1 and the plaintiff is concerned that is' admitted and defendant no.2 itself /not admittedly derive any right, title or interest in the suit property and claiming to be in possession of the suit property on behalf of defendant no.1, in any case, filing of the suit for vacation is itself a service of notice to this effect. Therefore, in the given facts and circumstances plaintiff is entitled to decree' for possession of the suit property against the defendant. Decree sheet be prepared. Application is accordingly allowed.

Put up for replication, filing of affidavit of admission denial of documents and framing of issue on 02.03.2022.”

7. Being aggrieved by the impugned judgment and decree, the appellant who claims to be occupying the suit property under an arrangement with the erstwhile tenant, preferred the present appeal. The appellant,



who is a practicing advocate appears in person and submits that the impugned judgment, having been passed without impleading Mr. Satish Rajaram Pol, the actual director of the respondent no.2/ company and by relying on the written statement filed on behalf of respondent no.2/company by an unauthorized person, is liable to be set aside. He submits that once the appellant had moved an application, seeking to bring on record the actual director, Mr. Satish Rajaram Pol, the Trial Court ought not to have passed the impugned judgment without considering his stand, especially when it was the appellant's case that he was occupying the premises under a retainership agreement with the company executed by Mr. Satish Rajaram Pol.

8. On the other hand, learned counsel for the respondent no.1/plaintiff, who appears on advance notice submits that once the tenant/respondent no.2 had taken a categorical stand that it had vacated the premises which were unauthorizedly being occupied by the appellant, who is a total stranger, the Ld. Trial Court was justified in passing the impugned judgment.
9. Having considered the submissions of the learned counsel for the parties and perused the record, I find absolutely no infirmity with the impugned judgment. The learned Trial Court was justified in rejecting the appellant's prayer for impleadment of Mr. Satish Rajaram Pol, who, as per the appellant was the director of the company, through which he came into the possession of the suit property. Once the respondent no.2/company, had filed a written statement clearly stating that it had vacated the suit property which is now being illegally



occupied by the appellant, the Id. Trial Court was fully justified in passing the decree for possession. Even if the appellant's averment, that there are some *inter se* disputes between the directors of the respondent no.2/company is accepted, it was not the concern of the Id. Trial Court in these proceedings to delve into the *inter se* dispute between the directors of a tenant/respondent no.2, especially when it was admitted that since March 2020, no rent whatsoever, was being paid to the landlord/respondent no.1 by the respondent no.2/company

10. The only plea of the appellant before the Ld. Trial Court as also before this Court is that he was engaged as a retainer by the respondent no.2/company and in lieu thereof, he was granted permission to occupy the subject premises of which the respondent no.2/company was a tenant. Even if this stand of the appellant is taken as a gospel truth, in my considered view, once the tenancy of the respondent no.2/company stood terminated, the appellant had no right to occupy the subject premises and being a member of the bar, should have been well aware that he had no right to continue to occupy the premises and that too when no rent whatsoever was being paid to the landlord/respondent no.1. The mere fact that the appellant had entered into a retainership agreement with the respondent no.2/company would not confer any right either on the appellant or infact even on the tenant/respondent no.2 to continue occupying the suit property after the tenancy had been terminated. The appellant is therefore clearly, in illegal occupation of the suit property without any right whatsoever.

11. In fact, this Court is constrained to express its anguish over the



manner in which a member of the bar, despite being aware that the tenancy of the tenant/respondent no.2, through whom he claims to have come in possession of the subject property stands terminated more than 2 years ago, is continuing to illegally occupy the premises. In fact, the appellant herein, who admits that he is neither the owner nor a tenant of the suit property, is trying to prolong his illegal possession of the property without paying or even offering to pay any rent or mesne profits to the owner/landlord of the property. This Court, therefore has, no hesitation in holding that the appeal is wholly misconceived and devoid of merit and is, thus, liable to be dismissed with costs.

12.The appeal is accordingly dismissed with costs of Rs. 2 lakhs to be paid by the appellant in favour of the ‘Delhi High Court Bar Clerk’s Association’ (A/c No.15530100006282, IFSC code UCBA0001553, UCO Bank, Delhi High Court Branch), who will use the amount for the welfare of those clerks who lost their lives on account of the Covid-19 pandemic. The appellant is directed to pay the said cost within a period of 6 weeks from today.

REKHA PALLI, J

JULY 20, 2022

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