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

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Date of Judgment: 10.02.2023

+ **RFA 77/2023**

KANIKA MITTAL

..... Appellant

Through: Mr. Himanshu Yadav and
Mr. Anirudh Jamwal, Advocates.

Versus

KAVITA SARDANA & ANR.

..... Respondents

Through: Mr. Sidhant Kumar and
Mr. Shivankar Rao, Advocates.

CORAM:

HON'BLE MR. JUSTICE GAURANG KANTH

GAURANG KANTH, J. (ORAL)

The hearing has been conducted through hybrid mode (physical and virtual hearing).

CAV 71/2023

1. Mr. Sidhant Kumar, Advocate has entered appearance on behalf of the caveators / respondents. Accordingly, caveat stands discharged.

CM APPL. 4642/2023 (Exemption)

2. Application is allowed, subject to all just exceptions.

3. Application stands disposed of.

RFA 77/2023 and CM APPL. 4641/2023 (for stay)

4. With the consent of learned counsel for the parties, the matter is taken up for final hearing. Learned counsel for the Appellant confirms that

he filed complete Trial Court record in accordance with the High Court Rules.

BRIEF FACTS RELEVANT FOR DISPOSAL OF THE PRESENT APPEAL

5. The appellant (original defendant) is aggrieved by the impugned judgment and decree dated 16.12.2022 passed by learned Additional District Judge-06, South East, Saket Courts, Delhi in Civil Suit No.92/2022 titled '*Mrs. Kavita Sardana & Anr. vs. Ms. Kanika Mittal*'.

6. Vide the impugned judgment, learned Trial Court was pleased to allow the application filed by the respondents (original plaintiffs) under Order XII Rule 6 of the Code of Civil Procedure, 1908 and partly decreed the suit filed by the respondents qua the relief of possession. The learned Trial Court further allowed the application filed by the respondents under Order XXXIX Rule 10 CPC and directed the appellant to deposit the admitted rent @ Rs.90,000/- per month from 07.09.2022 till she vacates the premises i.e. D-290, Second Floor, Defence Colony, New Delhi (hereinafter referred to as the '*suit property*').

7. The respondents are the owners of the suit property. The respondents under the Lease Agreement dated 23.03.2022 (hereinafter referred to as the '*Lease Agreement*') leased out the suit property to the appellant for a period of eleven (11) months from 01.04.2022 to 28.02.2023 at a monthly rent of Rs.90,000/- along with other charges for maintenance. Further, in view of Clause (4) of the Lease Agreement, the appellant paid a sum of Rs.1,35,000/- (Rupees One Lac Thirty Five Thousand only) towards security deposit to secure performance under the

Lease Agreement. As per Clause (16) of the Lease Agreement, either party could terminate the lease with one month's notice. The respondents terminated the Lease Agreement vide communication dated 30.07.2022. Again, vide communication dated 17.08.2022, the respondents reiterated the termination of the Lease Agreement and called upon the appellant to vacate the suit property by 31.08.2022. The respondents also asked the appellant to clear the outstanding amount. The appellant, vide communication dated 19.08.2022, refused to vacate the suit property and also refused to pay the tax deducted at source in respect of the rent from April, 2022 to August, 2022. The appellant filed a suit for specific performance of the Lease Agreement i.e. Suit No. CS SCJ 1474/2022, in which the learned Civil Judge, District South East, Saket Courts, Delhi, vide order dated 28.09.2022, directed the respondents not to evict the appellant without following the due process of law from the suit property till the next date of hearing.

8. The respondents filed a suit for ejectment, possession and mesne profits against the appellant in the Court of learned District and Sessions Judge, South-East, Saket Courts, New Delhi bearing Civil Suit No.921/2022 titled '*Mrs. Kavita Sardana & Anr. vs. Mrs. Kanika Mittal*'. Summons in the suit was served on the appellant on 29.10.2022, on which date, during the proceedings before the learned Senior Civil Judge in Suit No. CS SCJ 1474/2022, it was observed that since the defendants (respondents herein) had already preferred their legal remedy for eviction before the learned Additional District Judge, there was no compelling reason to continue the interim order and as such the interim order dated

28.09.2022 granted in favour of the appellant in Suit No. CS SCJ 1474/2022 was vacated.

9. Despite service of summons, the appellant failed to file the written statement within the stipulated time. The appellant also failed to file an application seeking extension of time to file written statement.

10. The respondents filed an application under Order XII Rule 6 CPC based on the pleadings of the appellant in the suit for specific performance being CS SCJ 1474/2022. Despite service the appellant failed to file reply to the said application. The learned Trial Court vide impugned judgment dated 16.12.2022 allowed the said application filed by the respondents. Relevant portion of the impugned order is reproduced hereunder:

“The lease deed dated 23.03.2022 is not disputed. The rate of rent is admitted to be Rs. 90,000/- per month as per the lease agreement dated 23.03.2022. The termination notice dated 30.07.2022 has also been admitted in CS SCJ No. 1474/2022. In D.S. Mohlte vs. S.I. Mohile (AIR) 1960 Bom. 153, it was held: “An admission by a party in a plaint signed and verified by him in a prior suit is an admission within the meaning of Section 17 of Indian Evidence Act, 1872, and may be proved against him in other litigation.” Thus the admissions made by the plaintiff/defendant herein in Civil Suit no. 1474/2022 would bind her in the present case as well.

The object of Order XII Rule 6 of CPC is to enable a party to obtain a speedy judgment, at least, to the extent of admissions of the defendant to which relief the plaintiff is entitled to. The rule permits the passing of judgment at any stage without waiting for determination of other questions. It is equally settled that before a court can act under Order XII Rule 6 of CPC, the admission must be clear, unambiguous, unconditional and unequivocal. Admissions in pleadings also fall within this category.

Accordingly, the plaintiff at this stage, is entitled to judgment on admissions qua the relief of possession qua the suit property.

The application filed by the plaintiff under Order XII Rule 6 r/w Section 151 of CPC is allowed qua the relief of possession and a decree for recovery of possession of the suit property is passed in

favour of the plaintiff and against the defendant. Decree sheet in this regard be prepared accordingly.

Further, it has been prayed by way of an application under Order XXXIX Rule 10 of CPC that the defendant be directed to deposit monthly rent of Rs. 90,000/- per month due since 07.09.2022. Thus, considering the fact that the rate of rent is admitted by the defendant in the other suit bearing no. CS SCJ No. 1474/2022, the defendant is further directed to pay monthly rent of Rs. 90,000/- w.e.f. October, 2022, till the date of actual physical and vacant possession of the suit property is handed over to the plaintiff.

Both said application are disposed off in above these terms.”

11. Being aggrieved by the impugned judgment, the appellant preferred the present appeal.

SUBMISSIONS OF APPELLANT

12. Learned counsel for the appellant submits that the learned Trial Court passed the impugned judgment in haste and no sufficient opportunity was granted to the appellant to defend the case properly. Learned counsel for the appellant further submits that the summons was served on the appellant on 29.10.2022 and the impugned judgment was passed on 16.12.2022. Hence, it is the submission of the appellant that they still have time to file the written statement as per relevant provisions of CPC. In order to buttress his argument, learned counsel relied upon “**Kailash vs. Nanhku and Ors.**” reported as [(2005) 4 SCC 480], “**Salem Advocate Bar Association, Tamil Nadu vs. Union of India (UOI)**” reported as [(2005) 6 SCC 344], “**Bharat Kalra vs. Raj Kishan Chabra**” reported as [MANU/SCOR/50514/2022].

13. He further submits that the learned Trial Court adopted a highly technical approach in the present matter. The learned Trial Court closed the right of the appellant to file written statement and reply to application under Order XII Rule 6 CPC on 16.12.2022 in the morning hours and

allowed the application under Order XII Rule 6 CPC in the evening. It is the contention of the appellant that the learned Trial Court erred in not affording enough time to the appellant to defend the said application.

14. Learned counsel for the appellant further submits that the Lease Agreement entered into between the parties was for eleven (11) months. The appellant was paying the rent as per the agreed terms between the parties. Clause (3) of the Lease Agreement specifies that the lease is extendable with mutual consent of both the parties on such terms and conditions as deem fit and in writing. However, learned counsel for the appellant submits that without any rhyme or reason, the respondents terminated the lease and the same caused irreparable loss and damage to the appellant. He further submits that the Lease Agreement has not been lawfully terminated. Learned counsel for the Appellant further relies on '*S.M. Asif v. Virendar Kumar Bajaj*' reported as [(2015) 9 SCC 287], '*Himani Alloys Limited vs. Tata Steel Limited*' reported as [(2011) 15 SCC 273] and '*Balraj Taneja & Anr vs. Sunil Madan & Ors*' reported as [(1999) 8 SCC 396], With these submissions, learned counsel for the appellant prays for setting aside of the impugned judgment.

SUBMISSIONS OF THE RESPONDENTS

15. Learned counsel for the respondents submits that the learned Trial Court passed the impugned judgment in accordance with law. The appellant was trying to delay the proceedings by adopting various tactics. The learned Trial Court in Suit No. CS SCJ 1474/2022 also rightly vacated the interim order granted in favour of the appellant. Learned counsel for the respondents submits that the appellant received summons in the suit on 29.10.2022, however, failed to file the written statement in the stipulated

time. He further submits that the appellant failed to move an application seeking extension of time to file the written statement.

16. Learned counsel further submits that there is an unequivocal admission on behalf of the appellant regarding the landlord-tenant relationship between the parties. The monthly rent is also admitted by the appellant. It is also admitted that the appellant is in receipt of the termination letters dated 30.07.2022 and 17.08.2022. Hence, in view of the clear and unambiguous admission on behalf of the appellant, no trial is required and hence, the learned Trial Court has rightly allowed the application under Order XII Rule 6 CPC.

17. With these submissions, the learned counsel for the respondent prays for the dismissal of the present appeal.

LEGAL ANALYSIS

18. This Court has heard the arguments advanced on behalf of both the parties and has also perused the documents placed on record.

19. At the outset, it is important to examine the relevant law on the judgment on admissions.

20. Order XII Rule 6 CPC, which deals with judgment on admissions, reads as under:

“Judgment on admissions-(1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn upon in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

21. Order XII Rule 6 CPC was amended by the Amendment Act 104 of 1976 by which several amendments were made to the CPC. Earlier to 1976 amendment, judgment on admissions was confined only on applications in writing. However, by virtue of the 1976 amendment, admissions, whether oral or in writing, a Court is empowered, at any stage of the suit, to give judgment on such admissions.

22. The Hon'ble Supreme Court in the judgment passed in the case of ***Payal Vision Limited vs. Radhika Choudhary*** reported as [(2012) 11 SCC 405], held as under:

“7. In a suit for recovery of possession from a tenant whose tenancy is not protected under the provisions of the Rent Control Act, all that is required to be established by the plaintiff landlord is the existence of the jural relationship of landlord and tenant between the parties and the termination of the tenancy either by lapse of time or by notice served by the landlord under Section 106 of the Transfer of Property Act. So long as these two aspects are not in dispute the court can pass a decree in terms of Order 12 Rule 6 CPC, which reads as under:

“6. Judgment on admissions.—(1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

8. The above sufficiently empowers the court trying the suit to deliver judgment based on admissions whenever such admissions are sufficient for the grant of the relief prayed for. Whether or not there was an unequivocal and clear admission on either of the two aspects to which we have referred above and which are relevant to a suit for possession against a tenant is, therefore, the only question that falls for determination in this case and in every other case where the

plaintiff seeks to invoke the powers of the court under Order 12 Rule 6 CPC and prays for passing of the decree on the basis of admission. Having said that we must add that whether or not there is a clear admission upon the two aspects noted above is a matter to be seen in the fact situation prevailing in each case. Admission made on the basis of pleadings in a given case cannot obviously be taken as an admission in a different fact situation. That precisely is the view taken by this Court in Jeevan Diesels & Electricals Ltd. [(2010) 6 SCC 601: (2010) 2 SCC (Civ) 745] relied upon by the High Court where this Court has observed: (SCC p. 604, para 10)

“10. ... Whether or not there is a clear, unambiguous admission by one party of the case of the other party is essentially a question of fact and the decision of this question depends on the facts of the case. The question, namely, whether there is a clear admission or not cannot be decided on the basis of a judicial precedent. Therefore, even though the principles in Karam Kapahi [(2010) 4 SCC 753 : (2010) 2 SCC (Civ) 262] may be unexceptionable they cannot be applied in the instant case in view of totally different fact situation.”

23. In view of the settled position of law, in this regard, this Court proceeds to examine the documents placed on record by the appellant. A perusal of the record in the present case reveals that there is a clear and unequivocal admission on behalf of the appellant. Despite granting sufficient opportunity, the appellant failed to file the written statement and also reply to the application under Order XII Rule 6 CPC. The respondents placed on record the plaint filed by the appellant in Suit No. CS SCJ 1474/2022 i.e. the suit filed by the appellant for the specific performance of the Lease Agreement. Appellant is not disputing the said document rather the appellant is taking the same plea in the present appeal also. It is important to examine the plaint filed by the appellant in Suit No. CS SCJ 1474/2022. The relevant portion of the plaint reads as follows:

“7. That in furtherance of the Lease Agreement dated 23.03.2022, the possession of the Rented Premises was handed over to the Plaintiff on 25.03.2022 and the security deposit of Rs. 1,35,000/- was paid by

the Plaintiff in terms thereof. since then, the Plaintiff has been regularly paying the monthly rent towards the use of the Rented Premises without fail on or before 7th day of every English Calendar month, except for the month of August, 2022 and September 2022 when owing to Defendants failure to discharge the obligations contained in Lease Agreement dated 23.03.2022, as detailed hereinbelow, the payment was delayed.

The true copies of the documents showing the payment of the security amount of Rs. 1,35,000/- and the monthly rent of Rs. 90,000/- by the Plaintiff are attached and placed on record.

8. *That the Defendant Nos. 1 and 2 had specifically asserted and assured the Plaintiff, vide Clause 10 of the Lease Agreement dated 23.03.2022, that after due inspection of the Rented Premises, the Defendants were satisfied regarding the conditions of the said premises, its paint and polish, its fixtures and fittings, and that all the sanitary, electrical equipment and systems were found to be in working order. However, in contrast to the said assertions and assurances, when the Plaintiff, along with her minor son, started cohabitation in the Rented Premises, she was shocked to discover that certain fixtures, paint work and other structural fixes were required to be carried out at the Rented Premises. The said urgent repair work relates to non-functioning air conditioners, soiled stairway and parking area, non-functional water motors muddy water tanks, etc. The Plaintiff objected about the same to the Defendant Nos. 1 and 2, through their managers. However, she was assured that the said work shall be completed during her stay within a period of one month.*

9. *That in May, 2022, despite the lapse of one month period, the said work was not carried out by the Defendants, or their representatives. Whenever, the Plaintiff contacted Defendant's managers, Mr. Rajan and Mr. Akshay, they would chose to avoid the telephone call of the Plaintiff, except for payment of rent. In fact, on the limited occasions when the Plaintiff was able to connect with the said managers, they often behaved rudely and humiliated the Plaintiff, a single mother, saying "itna paisa leke kahan jayegi". The Defendant Nos. 1 and 2, have chosen to avoid all conversations and discussions regarding the urgent repair work and fixes that are required to be carried out at the Rented Premises by them in terms of the Lease Agreement dated 23.03.2022.*

The few photographs of the Rented Premises showing its dilapidated condition is attached and placed on record. The printout of the whatsapp messages exchanged between the Plaintiff and the managers of the Defendants qua the urgent repair work to be carried out in the Rented Premises is attached and placed on record.

10. That in July 2022, the Plaintiff, upon being frustrated by Defendants' inaction to discharge their obligations in terms of Lease Agreement dated 23.03.2022, was forced to arrange for plumbers and other workers to get the urgent repair work done. However, even the said attempts of the Plaintiff were, on many occasions, defeated at the behest of Defendants. For instance, the security guard, appointed by Defendants at the Rented Premises did not permit the said plumbers and other workers to come upstairs to carry out the urgent repair work. In fact, the Plaintiff had to personally invest her valuable time and money to make the Rented Premises habitable against all the non-cooperative and vindictive conduct of the Defendant Nos. 1 and 2, and their managers.

11. That the Clause 1 of the Lease Agreement dated 23.03.2022 specifically provided for payment of an all-inclusive sum of Rs. 90,000/- per month shall be paid by the Plaintiff towards rent and monthly running expenses of the Rented Premises on account of security services, AMC of the lift and generator, cleaning & electricity of common areas, etc. However, the Plaintiff was coerced by the Defendants, through their managers, to additionally pay the following sum, beyond the scope of the Lease Agreement dated 23.03.2022 and the defendants harassed the plaintiff by not complying to the terms of the Lease Agreement. The water motors of the premises are also not working properly. The air conditioner which were promised to be in working condition were also not in working condition which further harassed the plaintiff in hot summer season.

12. That the Plaintiff respectfully submits that she, being a single mother, has been harassed by the Defendant Nos. 1 and 2, and their managers in the aforesaid manner.

13. That notwithstanding failure of the Defendant Nos. 1 and 2 to discharge the aforesaid obligation in terms of the Lease Agreement dated 23.03.2022, the Plaintiff, without prejudice to her right and contentions, has continued to pay the all-inclusive monthly rent of Rs. 90,000/- (Rs. 85,500 after deducting TDS of Rs. 4500) to the Defendants, without exception.

However, on 01.08.2022, the Plaintiff was shocked to receive the Letter dated 30.07.2022 sent by the Defendant Nos. 1 and 2, whereby Defendants' had intended to terminate the lease, without any just cause and reason and despite their failure to discharge their obligations, citing change in their requirements. The said Letter dated 30.07.2022 dehors the initial period of lease for 11 months and the common intention and understanding between the parties regarding the extension of the period of lease beyond the period of 11 months as evident from the Clause 3 of the Lease Agreement dated 23.03.2022.

The true copy of the Letter dated 30.07.2022 sent by the Defendants and received by the Plaintiff on 01.08.2022 is attached and placed on record.

14. *That upon receipt of the said Letter on 01.08.2022, the Plaintiff tried to contact the Defendant Nos. 1 and 2, but to no avail. The Plaintiff had to request her father, Mr. S.P. Gupta, to contact the Defendant Nos. 1 and 2, to resolve the issue. However, during the said telephonic conversation between the father of the Plaintiff and the Defendant No. 1 on 03.08.2022, it was informed that Defendants were not interested in receipt of rent and wanted the eviction of the Plaintiff and her minor son from the Rented Premises. The father of the Plaintiff had reasserted the Plaintiff had been continuously paying the rent without fail and shall continue to do so but the Defendants were obliged to perform their obligations in terms of the Lease Agreement dated 23.03.2022 by getting the urgent repair work done at the earliest.*

15. *That post the said telephonic conversation the Plaintiff waited for the Defendant Nos. 1 and 2, to perform their obligations in terms of the Lease Agreement dated 23.03.2022 but to no avail. The Plaintiff had no option to temporary hold the advance rent of Rs. 90,000/- for the month of August, 2022 (payable on 07.08.2022) hoping that good sense will prevail upon the Defendants and the urgent repair work shall be carried out soon and the Letter dated 30.07.2022 will be withdrawn at the earliest.”*

24. Hence, from the perusal of the pleadings by the appellant, it is evident that there is a clear and unequivocal admission with regard to:-

- (i) the landlord-tenant relationship between the appellant and the respondents;
- (ii) monthly rent; and
- (iii) receipt of the lease termination letters.

25. Learned counsel for the appellant sought to argue that the lease was not terminated validly. Learned counsel argued that Lease termination letter dated 30.07.2022 is void as the Respondents vide subsequent letter dated 17.08.2022 made it conditional by asking to pay the outstanding dues on or before 20.08.2022. This Court examined both the letters dated 30.07.2022 and 17.08.2022. Vide letter dated 30.07.2022, the Respondents

terminated the lease w.e.f 30.09.2022 and asked the Appellant to vacate the suit premises. However, the Appellant failed to pay the rent for the month of August, 2022. Hence vide Letter dated 17.08.2022, stated as follows:

“This has reference to the Notice of Vacation/termination dated 30th July 2022 in respect of the lease agreement dated March 23, 2022 whereby you were duly intimated about the termination of the said lease and vacation of the premises by 30 September 2022.

Further to the said notice, we have brought to you notice through calls that you have not paid the rent for the month of August 2022.

As per the lease agreement, clause 5 states ‘That after signing this Lease Deed, the Lessee shall pay to the Lessors monthly rental & maintenance amount of Rs. 90,000/- (Rupees Ninety thousand only) in advance during the subsistence of the Lease. The monthly rental, including maintenance, shall be payable on or before the 7th day of every English Calendar month for the succeeding month.’

We have reminded you telephonically also but till date the rent has not been paid and is in clear violation of the lease agreement rendering your holding over the said premises, as illegal. However, as a goodwill gesture we once again call upon to rectify the breach and ensure that monthly rent is paid on or before 20th August 2022 failing which the lease agreement dated 23rd March 2022 will be deemed cancelled and you will need to vacate the premises by 31st August 2022.

26. Hence from the plain reading of both the letters, it is evident that the Respondents vide letter dated 30.07.2022 terminated the lease w.e.f 30.09.2022. However, the Respondents failed to pay the rent for the month of August, 2022. Hence vide letter dated 17.08.2022, the Respondents informed the Appellant that in case she is not paying the rent for the month of August by 20.08.2022, the lease dated 23.03.2022 will be deemed to be cancelled w.e.f 30.08.2022 instead of 30.09.2022. Hence it is wrong to say that the Respondents made the termination letter conditional by the

subsequent letter dated 17.08.2022. This Court is of the considered view that the Respondents validly terminated the lease deed vide letter dated 30.07.2022 w.e.f 30.09.2022.

27. Hence, in view of the clear admission made on behalf of the appellant, this Court is of the considered view that there is no perversity or illegality in the impugned judgment. Learned Trial Court has applied its mind and judicially allowed the respondents' application under Order XII Rule 6 CPC.

28. Regarding the objection of the appellant qua no sufficient opportunity being given to the appellant to defend her case properly, this Court finds that the appellant was adopting delaying tactics throughout the proceedings. The admitted position is that the appellant was served with the summons along with a copy of the plaint on 29.10.2022. She failed to file the written statement within the statutory period of 30 days. There is no dispute to the legal position that the Courts have power to extend the time for filing the written statement. This Court is in respectful agreement with the case laws cited by the Appellant. However, the ratio of the said case laws are not applicable to the facts of the present case. The appellant failed to file an application seeking extension of time for filing the written statement to the suit. Further, from the conduct of the appellant, it is clear that the appellant was trying to delay the proceedings. On 21.11.2022, the father of the appellant (original defendant No.2) appeared before the learned Trial Court and stated that the main counsel has gone abroad and sought an adjournment for filing the written statement and reply to the application under Order XII Rule 6 CPC. Considering the said request, the learned Trial Court adjourned the matter to 16.12.2022. On 16.12.2022,

when the matter was called out in the morning, the appellant sought an adjournment on the ground that the counsel is a newly engaged counsel. However, the learned Trial Court refused to grant adjournment and posted the matter for 2.30 pm. At 2.30 pm, the main counsel of the appellant, who has been regularly appearing stated that there was some miscommunication to the counsel, who appeared in the morning. He further submitted that he is the counsel for the appellant through-out and has drafted the suit for specific performance. The conduct of the appellant shows that the appellant was trying to delay the matter on one pretext or the other. Before this Court also, the appellant tried to adopt the same *modus operandi* to avoid vacation of the suit property. Hence, this Court is of the considered view that the appellant had enough time to file written statement to the suit and reply to the application under Order XII Rule 6 CPC. However, the appellant failed to do so by adopting the delaying tactics, therefore, no benefit can be extended to the appellant in this regard. This Court observes that even as per the Lease Agreement dated 23.03.2022 entered between the parties, the lease is till 28.02.2023 and therefore, by an afflux of time, the lease is getting over and in any case, the appellant has to vacate the suit property by 28.02.2023. By adopting the delaying tactics, the appellant has in a way succeeded in completing the lease term.

29. During the course of arguments, this Court had asked the respondents whether they are ready to grant two months' time to the appellant to vacate the suit property as her minor son is studying in Modern School, New Delhi and any disruption at the fag-end of the Academic Year shall affect his studies. Learned counsel for the

respondents, on instructions from his client states that the respondents are ready to grant time to the appellant till 01.04.2023 to vacate the suit property subject to the appellant paying the admitted rent of Rs.90,000/- per month and all other statutory charges as per the Lease Agreement entered into between the parties. Needless to say, the appellant will be paying all the outstanding rent as per the Lease Agreement.

30. In view of the detailed discussion hereinabove, the present appeal is dismissed along with the accompanying application. However, since the respondents consented to grant time till 01.04.2023 to the appellant to vacate the suit property, the appellant is directed to handover the vacant, peaceful possession of the suit property to the respondents on or before 01.04.2023. At the cost of repetition, it is directed that the appellant will pay all the arrears of rent @ Rs.90,000/- per month and all other statutory charges till the date of vacation of the suit property.

31. No orders as to costs.

GAURANG KANTH, J

FEBRUARY 10, 2023

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