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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RFA(COMM) 103/2024**
R.D WIRE TECH MACHINES
PRIVATE LTD. & ANR.

..... APPELLANTS

Through: Mr.Anuuj Aggarwal, Ms.Reema
Singh, Mr.Abhishek Gupta,
Mr.Vineet Kumar Jain, Mr.Vivek
Kumar Gupta, Advocates.

versus

DAYAWATI & ANR.

..... RESPONDENTS

Through: None.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

% **18.03.2024**

CM APPL. 16809/2024

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

RFA(COMM) 103/2024 & CM APPL. 16808/2024

3. The appellants have filed the present appeal impugning an order dated 27.01.2024 (hereafter *the impugned order*) passed by the learned Commercial Court in CS (COMM) No.187/2023 captioned *Dayawati & Anr. v. R.D. Wire Tech Machines Private Limited & Anr.* whereby the respondents' application under Section 13A of the Code of Civil Procedure, 1908 (hereafter *CPC*) was allowed.
4. The respondents instituted the above suit seeking possession of the



premises No.519/1/4, Ground Floor, Sansar Compound, GT Road, Dilshad Garden Industrial Area, Shahdara, Delhi – 110095 (hereafter *demised premises*) as well as the arrears of rent, damages and *mesne profits*.

5. The respondents filed the above-mentioned application under Order 13 A of the CPC seeking possession of the demised premises, which was allowed in terms of the impugned order. The appellants being aggrieved as in terms of the impugned order, the suit of the respondents was partially decreed and the appellants were directed to hand over physical vacant possession of the demised premises within a period of four weeks from the date of the impugned order.

6. The learned counsel appearing for the appellants submits that the appellants came in possession of the demised premises since the year 2015 and are carrying on their business. He submits that it may not be feasible for the appellants to reallocate their business in a short span of time. However, the appellants do not dispute that they came in possession of the demised premises in terms of the registered lease deed dated 15.01.2015. The term of the lease deed was three years and expired by efflux of time in January 2018. It is also not in dispute that the lease deed has been terminated. There is no cavil to the jural relationship between the parties as that of landlord and tenant. The appellants continue to possess the demised premises even after the expiry of the lease deed and the lease is on a month-to-month basis.

7. Undisputedly, once the tenancy has been terminated, there is, thus, no ground for the appellants to now retain the possession of the demised premises.

8. We find no infirmity with the impugned order thereby partially



decreeing the suit and directing the possession of the demised premises to be handed over to the respondents. The appeal is unmerited and is accordingly, dismissed. Pending application also stands dismissed.

9. Order *dasti* under signatures of the Court Master.

VIBHU BAKHRU, J

TARA VITASTA GANJU, J

MARCH 18, 2024

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[Click here to check corrigendum, if any](#)