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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **C.R.P. 385/2023 & CM APPL. 41756/2024**

VINAYAK GAUTAMPetitioner
Through: Mr. M.P.Sinha, Advocate along with
Petitioner in person.
versus

RADHEY SHYAM YADAVRespondent
Through: Mr. Ankit Gupta, Advocate.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER
13.11.2024

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1. Revision Petition under Section 115 the *Code of Civil Procedure, 1908* ('CPC' hereinafter) has been filed to challenge the Order dated 02.05.2023 vide which the Application under Order 12 Rule 6 read with Section 151 CPC has been dismissed.

2. **Submissions Heard.**

3. **Briefly stated**, Petitioner is the owner of 3rd Floor of House bearing Municipal No.1/11575, Gali No.2, Subhash Park Extension, Navin Shahdara, Delhi-110032 (hereinafter referred to as suit property) in which Respondent was inducted as a tenant by virtue of Rent Agreement dated 01.02.2017 executed by the grandfather and the Respondent for 11 months; the rent was agreed at Rs.11,000/- per month. Thereafter, the Rent Agreement dated 01.02.2017 was extended for 11 months up to 02.02.2018 on the same terms and conditions. After the demise of Petitioner's grandmother, Ms. Birma Devi on 25.12.2019, Petitioner's grandfather became the absolute



owner of the property in question who again executed a registered Rent Agreement dated 12.03.2020 for a period of two years in favour of the Respondent commencing from 01.02.2020 to 31.01.2022 at a monthly rent of Rs. 11,000/- per month. However, despite the expiry of the Rent Agreement on 31.01.2022, the Respondent failed to vacate the premises despite request and service of Legal Notice dated 26.02.2022. Consequently, the Petitioner's grandfather instituted a Suit for Arrears of Rent and Permanent Injunction.

4. The Respondent furnished the defence that a Receipt dated 24.04.2021 was executed whereby the Respondent Tenant gave a sum of Rs. 5,00,000/- in cash as security with an understanding that the rent for the future shall not be paid by the Respondent and in case the Petitioner intended the premises to be vacated, he would do so only after return of the security amount. He, therefore, stated that since the amount has not been refunded, the Petitioner is not entitled to possession.

5. The Petitioner/Plaintiff thus, filed an Application under Order 12 Rule 6 CPC seeking a judgment on admissions. The learned Trial Court in its Impugned Order dated 02.05.2023, observed that there were no clear, unequivocal admissions made on behalf of the Respondent and thus, the Application was dismissed.

6. Submissions Heard.

7. *In the present case*, there is a specific defence taken by the Defendant that he is not liable to be evicted till the payment of Rs.5,00,000/- is made to him. It is further stated that the case is at the stage of Defendant's evidence whereby the Defendant would get an



opportunity to prove his defence.

8. Considering that there is a specific defence pleaded by the Respondent for continuation of possession and that the trial is almost at the end, there is no merit in the present Revision Petition, which is hereby dismissed.

NEENA BANSAL KRISHNA, J

NOVEMBER 13, 2024

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