



2024:DHC:9327



recovery of possession of the tenanted property bearing no. A-1/3, Ground Floor, Vandana Apartments, Sector 13, Rohini, Delhi and for recovery of arrears of rent and damages/mesne profits, pleading that being owner of the subject property, she had inducted the present appellant as a tenant therein at a monthly rent of Rs. 30,000/- excluding water, electricity and maintenance etc. by way of rent agreement dated 04.02.2021, but despite service of quit notice dated 23.05.2022, the appellant/tenant did not vacate the subject premises. In his written statement, the appellant admitted having been inducted as tenant in the subject property by the respondent at a monthly rent stipulated in the rent agreement and also admitted having received the quit notice, but further contended that on 10.05.2022 he had deposited Rs. 9,10,000/- in cash with the present respondent while a further sum of Rs. 90,000/- already stood deposited with the present respondent in accordance with previous rent agreement, so fresh rent agreement dated 10.05.2022 for a period of five years at a monthly rent of Rs. 10,000/- was executed. Upon completion of pleadings, the present respondent filed an application under Order XII Rule 6 CPC for drawing partial decree on the basis of admissions. Going by the above rival pleadings, after hearing both sides, the learned trial court found it a fit case to partly decree the suit under Order XII Rule 6 CPC on the basis of admissions *qua* possession of the subject property. Hence, the present appeal.

3. During arguments today, learned counsel for appellant contends that the latest rent agreement dated 10.05.2022 clearly stipulated in clause 7

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thereof that in case the present respondent did not refund the security amount, the tenancy would be renewed automatically for further period of one year. That being so, according to learned counsel for appellant, the judgment and decree passed under Order XII Rule 6 CPC is not sustainable in the eyes of law since the security amount has not been refunded till date. No other ground of challenge to the impugned judgment and decree has been raised.

4. As mentioned above, in his written statement, the appellant has categorically admitted that he was inducted in the subject property by the respondent as a tenant at a monthly rent of Rs. 10,000/- and that the quit notice dated 23.05.2022 was served on him.

5. In suits related to recovery of possession of the tenanted property, for invoking powers under Order XII Rule 6 CPC, the trial court has to examine the admissions of the defendant only on three aspects viz., whether the relationship of tenancy between the parties has been admitted by the defendant; whether the defendant admits that rate of rent was beyond the statutory protection under rent control legislation; and whether the defendant admits the termination of tenancy by way of service of quit notice and/or by efflux of time, though in a number of judicial pronouncements it has already been laid down that institution of such suit in itself is tantamount to termination of tenancy (Reference: *M/s. Jeevan Diesels & Electricals Ltd. vs. M/s. Jasbir Singh Chadha (HUF) & Anr.*, (2011) 182 DLT 402).



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6. So far as the resistance to the impugned judgment and decree in the present case is concerned, merely because the security amount remains to be refunded by the respondent/landlord, the same cannot be a ground to ignore the admissions on above mentioned aspects. Admittedly, the suit as regards recovery of arrears of rent and for damages/mesne profits remains pending before the trial court. That being so, the issue of the refund of the security amount remains to be adjudicated upon.

7. I find no infirmity in the impugned judgment and decree, so the same are upheld and the appeal as well as the accompanying applications are dismissed.

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DECEMBER 02, 2024/ry