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

+ RFA(COMM) 123/2025 and CM Nos.12705/2025, 12706/2025,
12707/2025, 12708/2025

HARINDER KUMAR CHAUHANAppellant
Through: Mr Amit Nayyar, Advocate.

versus

HARBHAJAN SINGH MALHOTRARespondent
Through:

CORAM:
HON'BLE MR. JUSTICE VIBHU BAKHRU
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **03.03.2025**

1. The appellant has filed the present appeal impugning a partial decree dated 13.09.2024 passed by the learned Commercial Court, Central District directing the appellant to handover possession of the suit property to the respondent within a period of thirty days.
2. The impugned order was passed pursuant to an application filed by the respondent under Order XII Rule 6 of the Code of civil procedure, 1908. [CPC] seeking the partial decree on admissions.
3. The respondent (plaintiff before the learned Commercial Court) had filed a suit [being CS(COMM) 259/2024 captioned *Harbhajan Singh Malhotra v. Harender Kumar Chauhan*], *inter alia*, seeking recovery of possession, arrears of rent, electricity charges and mesne profits in respect of a shop measuring 6.6 feet x 11 feet forming a part of property bearing no.443, Gali no.4, Lal Dora, Main Market, Sant Nagar, Burari, Delhi [the



suit property].

4. Admittedly, the suit property belongs to the respondent and was leased to the appellant to carry on his business. The respondent claims that he had inducted the appellant as a tenant in the suit property for a period of eleven months pursuant to the rent agreement dated 20.02.2022 at a monthly rent of ₹34,000/-. The said term expired on 19.01.2023. The respondent claims that thereafter the parties entered into a fresh rent agreement dated 22.01.2023 extending the lease term for a further period of eleven months – from 20.01.2023 to 19.12.2023 albeit at an enhanced rent of ₹37,400/- per month.

5. It is the respondent's case that the appellant continued to pay the rent at the rate of ₹37,400/- till March 2023 but defaulted in paying the entire rent thereafter. He claimed that the appellant had paid a sum of ₹20,000/- as part payment of rent for the month of April 2023 and had failed and neglected to pay the rent for the period thereafter.

6. The appellant had filed a written statement contesting the averments made by the respondent. The appellant contests the claim as far as the quantum of rent is concerned, but does not dispute that he was inducted as tenant in the suit property. The appellant acknowledged that the suit property was taken on rent by him from the respondent. However, the appellant claims that the agreed rental was ₹5,000/- and not ₹37,400/- as claimed by the respondent. The learned counsel appearing for the appellant also submits that no agreement had been entered into between the parties.

7. It is apparent from the above that there is no dispute that the relationship between the appellant and the respondent is one of landlord and



tenant. It is also apparent that the appellant has no further right to continue in the possession of the suit property. As noted above, according to the respondent, the appellant was inducted as a tenant in terms of a rent agreement dated 20.02.2022 and had continued to remain in possession of the premises pursuant to a rent agreement dated 22.01.2023. However, according to the appellant, no such agreement exists but there is no dispute that the respondent had inducted the appellant as a tenant. In either event, the appellant cannot continue to retain the possession of the premises after the respondent has terminated the tenancy.

8. In view of the above, we find no infirmity with the decision of the learned Commercial Court in passing a partial decree directing the appellant to handover possession of the suit property to the respondent.

9. Insofar as the other issues regarding the monetary claims made by the respondent are concerned, the same are a subject matter of trial and the issues in that regard were struck by the Commercial Court by an order dated 21.01.2025.

10. The present appeal is unmerited and accordingly, dismissed. All pending applications are also disposed of.

VIBHU BAKHRU, J

TEJAS KARIA, J

MARCH 03, 2025
RK

Click here to check corrigendum, if any