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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% **Date of Decision: 28th May, 2025**
+ CM(M) 954/2025 & CM APPL. 31316-31317/2025
JAGDISH KUMAR ARORAPetitioner

Through: Mr. Vishal Bhatnagar with Ms. Lata
Walia, Ms. Reena Walia and Ms. Rani
Yadav, Advocates.

versus

DINESH MITTALRespondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner is defending a suit for recovery of arrears of rent, damages and *mesne profit*.
2. It is noticed that based on the averments made in the written statement by defendant (petitioner herein), an application under Order XII Rule 6 CPC was filed by plaintiff and *vide* order dated 17.12.2024, such application has been allowed by the learned Trial Court and, resultantly, a decree of possession of the suit property with injunction order has been passed.
3. Instead of challenging the abovesaid decree by filing appropriate appeal, the petitioner filed a review application and wanted the order to be reviewed on the premise that there was never any admission about the tenancy and, therefore, no decree could have been passed against him.
4. The learned Trial Court went through the entire matter, all over again, and has dismissed the abovesaid review application.
5. Such order of dismissal of review is under challenge.
6. When this matter was taken up by this Court on 21.05.2025, there was a direction to petitioner herein to submit copy of the written statement in



question.

7. Such copy of written statement has already been filed. The averments appearing in such written statement and, in particular, in para (j) to (o), read as under:-

“J. That as stated in the above paragraph that the Defendant herein is a teacher by profession and has invested his life years in this profession, therefore, the Defendant had the budget of leasing the property at the rent of Rs. 50,000/- (Rupees Fifty Thousand only) per month. However, since the said property in question was best suited for the requirement of the Defendant being commercially viable and centrally placed, the Defendant agreed to bear the rent of Rs. 67,000/- (Rupees Sixty Seven Thousand Only) per month.

k. During the discussions on 11.02.2020, it was agreed that the lock-in period, of the Lease Arrangement would be 2 years wherein the Plaintiff specifically stressed on Defendant handing over 24 Post Dated Cheques to Plaintiff. The parties further expressly agreed that there shall be a duly Registered Lease Agreement wherein the stamp duty for registration of the Lease Agreement shall be borne by Defendant and plaintiff equally.

l. The Plaintiff during the discussions on 11.02.2020, took it upon himself to draft the Lease Agreement and share the same with the Plaintiff. It is further submitted that during the said discussions, it was expressly agreed that registration of the Lease Agreement shall be the Condition Precedent and it is only after the Lease Agreement having been registered, the rent against the said property shall begin. Furthermore, 20 days time was offered to the Plaintiff to get the Lease Agreement drafted and registered as the rent was scheduled to start from 01.03.2020, however, the Plaintiff in order to show his bonafide and to win over the trust of the Defendant herein, expressed that he shall get the Lease Agreement drafted in two days as the drafting is a mere two days job for him.

m. The Plaintiff advised and suggested the Defendant to begin the furnishing works on the said property immediately as the plaintiff too, during that time was getting the renovation work executed at his building as well. It is further submitted that the Plaintiff and Mr. Prateek in order to further their trap, at first gave an option to the Defendant to keep the keys of the said property with himself but then; during the very same meeting, advised to the Defendant to keep the keys in custody of baba (watchman, the employee of the Plaintiff). The Plaintiff represented that since the works in the said property will be carried out with raw materials being transported from time to time, therefore, it will be easy to supervise the loading and



unloading of the raw material in the absence of Defendant at the site.

n. The Plaintiff, in the said meeting dated 11.02.2020, repeatedly stated and represented that all the dues in respect of the said property including but not limited to the conversion charges, parking charges, Additional F.A.R qua the said property stood paid and nothing remained outstanding /pending from plaintiff's end.

o. The Defendant believing and trusting the assurances of the Plaintiff and Mr. Prateek, agreed to take the said property on lease from the plaintiff. It is further submitted that the Defendant repeatedly expressed his intention that entering into the Registered Lease Agreement shall be the Condition Precedent for the Lease arrangement. It is pertinent to note that the Defendant did not realize that he was infact falling into a well-laid trap by Plaintiff in connivance with Mr. Prateek."

(emphasis supplied)

8. Thus, on first blush, it cannot be said that there was no admission.
9. However, such admission is not under challenge before this Court and the challenge in the present petition is, merely, limited to order dated 22.04.2025 whereby the review application has been dismissed.
10. This Court does not find any error in the impugned order. There is no illegality or perversity, either.
11. The petition stands dismissed accordingly.
12. Pending applications, if any, stand disposed of.
13. Needless to clarify, the observations made hereinabove are only in relation to the abovesaid order dated 22.04.2025 and would not come in way of the petitioner, in case, he chooses to challenge order dated 17.12.2024 whereby admission decree has been passed against the petitioner herein.

**(MANOJ JAIN)
JUDGE**

MAY 28, 2025/st/SS