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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CM(M) 1428/2022**
MEHAR SINGH NAGPALPetitioner
Through: Mr. Siddharth Kaushik, Advocate.
versus
ANCHAL BHATIARespondent
Through: Ms. Bhavya Kholi with Mr. Sanskar Aggarwal, Advocates.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

ORDER

% **14.05.2025**
CM APPL. 24528/2025(exemption)

Exemption allowed, subject to all just exceptions.

CM(M) 1428/2022& CM APPL. 24527/2025(vacation of stay)

1. Petitioner/plaintiff has moved the abovesaid application seeking vacation of stay granted by this Court on 19.12.2022.
2. Learned counsel for respondent/tenant also appears on advance notice and, with the consent of both the parties, the matter has been taken up today itself.
3. Petitioner has filed a suit for possession, arrears of rent, *mesne* profits and injunction against his tenant/lessee.
4. After completion of pleadings, the petitioner/plaintiff filed an application seeking admission-decree.
5. Such application moved under Order XII Rule 6 CPC has been dismissed *vide* order dated 22.08.2022.
6. Such order is under challenge.
7. Learned counsel for petitioner submits that since the lease deed was containing a termination clause, and since the terms of the lease had been

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CM(M) 1428/2022



violated by the lessee, the termination was valid and the learned Trial Court dismissed the application on a wrong premise that the suit was premature. He does admit that the lease was for period of three years and such period had not expired when suit was filed but since the terms were not complied with by the lessee, and since there was a termination clause, the tenancy was terminated by sending a notice under Section 106 of Transfer of Property Act, 1882 and in such a situation, when the lease deed contained a termination clause, the learned Trial Court should not have disallowed application.

8. All such contentions have, however, been refuted by respondent/lessee.

9. When asked, it was also apprised that as on date there are no arrears of rent, and rent is being deposited, month by month, in the Bank Account of the plaintiff by the defendant.

10. Fact remains that there is no further head way in the abovesaid suit and the evidence could not be led by the plaintiff as when this matter was taken by this Court on 19.12.2022, the further proceedings were directed to be deferred.

11. After hearing arguments, learned counsel for petitioner submits that, without prejudice to his rights and contentions, the petitioner would not press the present petition if a request is made to the learned Trial Court to expedite the disposal of the abovesaid suit.

12. Learned counsel for respondent also submits that he would render full cooperation and assistance to learned Trial Court to ensure that there is no delay in disposal of the suit in question.

13. In view of the above, the petitioner/plaintiff, the present petition stands disposed of as not pressed.

14. The next date i.e. 22.08.2025 stands cancelled.

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15. However, since the issue involved is very short and precise, learned Trial Court is requested to make best endeavour to dispose of the suit as expeditiously as possible and preferably within a year from today.

16. It is, however, clarified that all the rights and contentions of parties have been left open.

MANOJ JAIN, J

MAY 14, 2025/sw/PB

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