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

+ **FAO (COMM) 246/2025, CM APPL. 55191/2025 and CM APPL. 55192/2025**

M/S FIITJEE LIMITED

.....Appellant

Through: **Mr. Rohan Garg, Adv.**

versus

DEEPAK MUKHI & ORS.

.....Respondents

Through: **Mr. Ashish Prasad, Ms. Roshni N.
and Ms. Hasnat Nazki, Advs.**

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN

SHANKAR

ORDER

09.09.2025

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1. The present Appeal has been filed by the Appellant under Sections 104 and 151 read with Order XLIII, Rule 1(r) of the Code of Civil Procedure, 1908 [hereinafter referred to as "CPC"] and Section 13(1A) of the Commercial Courts Act, 2015 assailing the correctness of the order dated 20.08.2025 [hereinafter referred to as "Impugned Order"] passed by the learned District Judge, Commercial Courts-4, West, District Courts Tis Hazari, Delhi in CS(COMM) No. 692/2025 captioned ***FIITJEE Ltd vs. Deepak Mukhi.***

2. The Appellant herein is a tenant who was inducted by the Respondents; however, the Appellant failed to pay the rent. The Respondents took over possession of the rented premises.

3. The Appellant filed a suit for permanent and mandatory injunction, in which an application under Order XXXIX Rule 1 and 2 of the CPC was



filed for restoration of possession, which was allowed by the learned District Judge, while directing the Appellant to pay Rs. 27,00,000/- (Rupees Twenty Seven Lakhs Only) within a period of 15 days, and file an undertaking that it will continue to pay the monthly rent on time.

4. Learned counsel representing the Respondent submits that the Appellant is a chronic defaulter and has failed to pay the rent from June 2024. The total amount of Rs. 1,33,00,000/- (Rupees One Crore and Thirty-Three Lakhs Only) is recoverable from the Appellant.

5. The Court has noticed that the Respondent has adjusted Rs.48,00,000/- (Rupees Forty-Eight Lakhs Only), which was paid as security towards arrears of rent. In fact, this amount was refundable only after possession was handed over to the Respondent upon termination of the tenancy.

6. Learned counsel representing the Appellant submits that 50% of the rent was paid from June 2024 to December 2024. It is further submitted that the Court erred in passing a conditional order because the Appellant was entitled to restitution of possession without any condition. He submits that once the Appellant was forcibly dispossessed, which was not in accordance with the law, then orders of restitution should have been passed.

7. This Court has considered the submissions. In substance, the Appellant prays for an interim order in the nature of a mandatory injunction. Such an order is required to be passed after considering all aspects of the matter. The rights of both parties are required to be analysed. On one hand, the Appellant has been forcibly dispossessed, whereas on the other hand, the Respondents are not getting paid the agreed rent amount



and there is a consistent default on the part of the Appellant.

8. In such circumstances, the conditional order passed by the Court is balanced and in the interest of justice, the Court has not refused to restore the possession, however, subject to payment of a part of the arrears of rent and an undertaking to continue to pay monthly rent in future.

9. In these circumstances, this Court does not find it appropriate to interfere with the Impugned Order.

10. At this stage, learned counsel representing the Appellant submits that the study material which needs to be distributed amongst the students is lying in the rented premises and the Appellant should be permitted to remove the same. Learned counsel representing the Respondent has no objection to the same.

11. In view of the aforesaid position, the Appeal, along with pending applications, is disposed of.

12. Needless to state, the Respondent shall remain bound by the statement made on their behalf before this Court.

ANIL KSHETARPAL, J

HARISH VAIDYANATHAN SHANKAR, J

SEPTEMBER 9, 2025/sg/er