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

Date of decision: 11.12.2025

+ RFA(COMM) 466/2024, CM APPL. 65537/2024 (Stay) & CM APPL. 65541/2024 (Delay of 27 days in filing appeal)

RACHIT KATYALAppellant

Through: Mr. Bajinder Singh, Advocate.

versus

SURESH KUMAR TANEJA & ANR.Respondents

Through: Mr. Satyam Thareja, Ms.
Vasundhara Nagrath and Mr.
Deepak Kumar Arya, Advs.

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (ORAL)

ANIL KSHETARPAL, J.

1. The present Appeal, filed under Section 96 read with Order XLI of the Civil Procedure Code, 1908, challenges the Judgment and Decree dated 18.05.2024, passed by the learned Additional District Judge, West District, Tis Hazari Court, Delhi, in case being CS (Comm.) No. 302/2022, titled “*Mr. Suresh Kumar Taneja & Anr. v. Mr. Rachit Katyal*”.

2. The parties herein shall be referred to in the same rank as they have been arrayed in the original suit.

3. By way of the Impugned Judgment, the suit of the Plaintiffs was decreed against the Defendant while granting the following reliefs:-



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- i. Sum of Rs. 5,51,000/- (Rupees Five Lakh Fifty-one Thousand only) as outstanding amount.
 - ii. Simple interest @ 6% per annum on the outstanding amount, from the date of filing of the present suit till realization.
 - iii. Costs of the suit.
4. The Defendant was inducted as tenant in the suit premises under the Lease Agreement dated 31.05.2019, which stands proved on record as Ex. PW1/1.
5. Clauses 2 & 16 of the aforesaid agreement are extracted as under:-
- “2. That the above said premises has been let out by the Lessors to the LESSEE on fixed and agreed starting monthly rent of Rs.50000/- (Rupees Fifty Thousand only) w.e.f. 01.06.2019 to 31.05.2020 and then after expiry of Twelve months the LESSEE shall have to pay enhanced monthly rent @ 20% i.e. Rs.60,000/- (Rs. Sixty thousand only) or as mutually agreed between both the parties in writing shall be monthly rent for second year w.e.f. 01.06.2020 to 31.05.2021 and then monthly rent will increase by 10% in last paid rent for third year shall be monthly rent w.e.f. 01.06.2021 to 31.05.2022 for the tenancy period for the said premises which is to be paid regularly in advance on or before every 05th of each English calendar month by the LESSEE to the Lessors. The Lessee shall also pay the GST charges if applicable.
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16. That in case of default or non payment of advance rent for two consecutive months, the agreement will automatically stands terminated and the LESSEE shall be under obligation to vacate the premises and handover vacant possession immediately to the Lessors.”
6. The Defendant vacated the premises on 06.02.2022. Thereafter, on 25.04.2022, the Plaintiffs instituted Commercial Suit No. 302/2022 seeking recovery of Rs. 5,51,000/- towards alleged arrears of rent. The Plaintiffs asserted that although they were entitled to a 10% enhancement of rent after the first year, they did not claim such increase owing to the COVID-19 circumstances. For the third year of tenancy, however, they claimed the stipulated 10% escalation.



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7. The Defendant failed to file his Written Statement within the statutory maximum period of 120 days, resulting in his defence being struck off, though he was permitted to participate in the proceedings.

8. The Plaintiffs examined four witnesses, including Plaintiff No. 1, Shri Suresh Kumar Taneja, and produced documents marked Ex. PW4/1 to Ex. PW4/5.

9. On 01.11.2023, Plaintiff No. 1, while appearing as PW4, tendered his evidence affidavit with a copy supplied to learned counsel for the Defendant. The proceeding was, however, adjourned upon the submission of learned counsel for the Defendant that no CD had been received along with the plaint. The matter was accordingly deferred to 11.12.2023 with a direction to the Ahlmad to give report regarding availability/non availability of the CD.

10. The Report of the concerned Ahlmad was received, whereupon learned counsel for the Plaintiffs sought time to take appropriate steps in terms of the said report.

11. On 03.01.2024, the Plaintiffs moved an application seeking leave to place on record the videos of the tenanted premises along with the CD, a copy whereof was supplied to learned counsel for the Defendant, who sought time to file a reply.

12. On 30.01.2024, no formal reply was filed, however, learned counsel for the Defendant contested the application which was allowed by way of a detailed order. Thereafter, the case was listed for 16.02.2024. However, the Plaintiffs could not appear before the learned Trial Court citing farmers' protest. Hence, the case was further adjourned to 13.03.2024.

13. On 13.03.2024, the Plaintiffs were present; however, at the request of learned counsel for the Defendant, who stated that he was



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engaged before the High Court, the cross-examination was deferred.

14. On 03.04.2024, the Defendant remained unrepresented. After waiting for the appearance of learned counsel for the Defendant, the Court adjourned the matter to 23.04.2024, granting a last opportunity to the Defendant to cross-examine the witness, subject to payment of costs of Rs. 5,000/-.

15. On 23.04.2024, the Defendant was again unrepresented, whereupon his right to cross-examine PW-4 was closed and the matter was listed for final arguments. On 07.05.2024, arguments of both the sides were heard and the case was adjourned for clarification, if any, and orders. Thereafter, the Court decreed the Plaintiffs' suit vide the Impugned Judgement and Decree.

16. Learned counsel for the Defendant contends that the Defendant was not afforded a fair opportunity to contest the case, and that the Plaintiffs were required to prove their case on merits. It is argued that the suit could not have been decreed merely on account of the Defendant's failure to file a Written Statement within the prescribed statutory period.

17. This Court has considered the submissions of both the parties.

18. From the narration of events, it is evident that the Defendant was afforded sufficient opportunities to contest the Plaintiffs' suit, as noted hereinabove.

19. A perusal of the various orders passed by the Court shows that the Defendant repeatedly defaulted at every stage. He first failed to file the Written Statement within the statutory period and extended period, resulting in the striking off of his defence. Thereafter, when Plaintiff No. 1 (PW-4) was to be cross-examined, the Defendant again failed to appear. In these circumstances, the contention that the



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Defendant was not given fair opportunity to contest the case is wholly untenable.

20. The last argument of learned counsel for the Defendant, which pertains to the increment of the rent, also lacks substance because the Plaintiffs have proved their case by producing copy of the lease deed. Though the lease deed provides for yearly increase of rent at the rate of 10% on last-paid rent, however, the Plaintiffs did not claim increased rent for the second year after lapse of 12 initial months. Thus, the Plaintiffs have not claimed any amount over and above what was agreed between the parties.

21. In view of the foregoing discussion, no ground is made out to interfere with the Judgment and Decree dated 18.05.2024 impugned herein.

22. Accordingly, the present Appeal along with pending application(s), if any, stands dismissed.

ANIL KSHETARPAL, J.

HARISH VAIDYANATHAN SHANKAR, J.
DECEMBER 11, 2025/tk/kr/dj