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

+ RFA 1104/2025

MOHD MUSTAKEEM

.....Appellant

Through: Mr. Shoyeb Khan, Advocate *via*
video-conferencing.

versus

MR PRADEEP BHATIA

.....Respondent

Through: Mr. Sanjeev Sharma, Advocate.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **03.12.2025**

RFA 1104/2025

CM APPL. 76080/2025 (stay)

By way of the present regular first appeal filed under section 96 read with Order XLI Rule 6 of the Code of Civil Procedure 1908 ('CPC'), the appellant (defendant) impugns judgment and decree dated 30.08.2025 passed by the learned District Judge-12, Central District, Tis Hazari District Courts, Delhi in suit bearing CS DJ No. 1152/2022, whereby the learned trial court has passed a preliminary decree in the suit filed by the respondent (plaintiff).

2. *Vide* impugned judgment dated 30.08.2025, the learned trial court has allowed an application filed by the respondent under Order XII Rule 6 CPC, thereby passing a preliminary decree of possession and arrears of rent in favour of the respondent; leaving open the question whether the actual rent for the suit property was Rs. 14,500/- per month, for trial.
3. Perusal of the impugned judgment shows that the appellant's statement recorded under Order X Rule 1 CPC, which has been set-out *in extenso* in the impugned judgment, shows that the appellant has *inter-alia*



accepted the landlord-tenant relationship with the respondent; and has also admitted the last paid rent. The statement of the appellant as reproduced in the impugned judgment, reads as follows :

“Statement under Order 10 Rule 1 CPC

Statement of Mohd. Mustakeem, S/o Mohd. Hanif.

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Q. When were you inducted as a tenant in the suit property ?

Ans. I was inducted as a tenant 15 years ago by the father of the Plaintiff Sh. Yogender Pal Bhatia.

Q. Whether a Rent Agreement was executed between you and the Plaintiff ?

Ans . Yes.

Q. What was the rent amount?

Ans. Rs. 30,000/- was the rental amount and Rs. 1500/- was the water charges.

Q. When was the last time you paid the rental amount to the Plaintiff ?

Ans. I paid an amount of Rs. 14,500/- to the Plaintiff on May 2024.

Q. Till what date you were paying rent to Sh. Yogender Pal Bhatia ?

Ams. I do not remember.”

4. Furthermore, the learned trial court has also noticed the averments contained in written statement dated 13.03.2023 filed by the appellant, the relevant paragraphs of which are extracted below:

“1. That the defendant was the tenant in respect of the property bearing No.196, Ground Floor & Basement, Phase-II, Shahzada Bagh Industrial Area, Delhi - 110035. In this regard, a rent agreement was duly signed by the defendant without reading by him because the plaintiff had not given chance to read out the same from someone. The copy of the same was not provided to the defendant by the plaintiff and when the defendant asked the plaintiff to handover the copy of the said rent agreement, he made the false assurance to give the same but till date the plaintiff neither given any satisfactory reply nor handed over the copy of the same on the one pretext or other.

2. That the tenant has regularly paying the rent @ Rs.34,500/- in cash to the plaintiff however the receipts are not being given by him to the defendant but in this regard, the



defendant got signed the employee of the plaintiff diary and sent the copy of the same to the plaintiff through whatsapp.

3. That the defendant had paid the amount of Rs.1,00,000/- as security amount to the plaintiff at the time of signing of the said rent agreement with the assurance to return the same after completion of the tenancy period of the said property.

6. That despite of the regular payment of rent, the plaintiff is continuously creating the pressure upon the defendant to vacate the said premises on the false pretext of installation of the machine for running his business. Due to the impact of the pressure, the defendant vacated the ground floor of the said property and handed the peaceful and vacant possession of the same to the plaintiff peacefully on 30.06.2022. **At the time of handing over the peaceful possession of ground floor on 30.06.2022, the plaintiff assured the defendant to make the payment of rent only of the basement @ Rs.14,500/- per month situated in the property bearing No. 196, Phase-II, Shahzada Bagh Industrial Area, Delhi-110035.**

(emphasis supplied)

5. Based on the aforesaid, the learned trial court has passed a preliminary decree, with the following conclusions:

“(i) In view of the above, this Court holds that the Plaintiff is entitled to **a decree of possession in respect of the basement portion of property no. 196, Phase II, Shehzada Bagh Industrial Area, Delhi-110035, as shown in the site plan annexed with the plaint.**

“(ii) Defendant has himself admitted that he has not made any payment to the Plaintiff since June 2024, and in the written statement has also admitted that the rent of the basement is Rs. 14,500/- per month, therefore, **Plaintiff is also entitled to the arrears of rent of Rs. 14,500/- per month alongwith interest @ 9% per annum with effect from June 2014 till date.** It is, however, clarified that this direction is based on the Defendant’s admission qua the rental amount of Rs. 14,500/- and non payment of rent to the Plaintiff since June 2024 and the question whether the actual rent was Rs. 14,500/- as claimed by the Defendant or Rs.34,500/- as asserted by the Plaintiff shall remain open for determination at the stage of trial.”

(bold in original)



6. The court has heard Mr. Shoyeb Khan, learned counsel appearing for the appellant, who has pressed for stay of the impugned judgment and decree. Counsel has argued that the learned trial court has erred in deploying the provisions of Order XII Rule 6 CPC, which provisions are discretionary in nature; and are to be invoked only where there is an unequivocal and unambiguous admission on part of a defendant.
7. Counsel further argues, that in the present case, the disputes between the parties relate to the factual matrix as well as the position of law applicable in the matter, which require that the parties be put through trial; and therefore, the learned trial court has erred in passing the preliminary decree on the purported admissions made by the appellant.
8. Counsel also submits, that the learned trial court ought to have considered the equities of the matter, inasmuch as the respondent had disconnected the electricity connection to the suit property, which rendered the property un-usable by the appellant.
9. It has also been submitted that the suit property is the only source of income for the appellant, since he runs his business from there.
10. Mr. Sanjeev Sharma, learned counsel is present on behalf of the respondent on advance copy; and submits that possession of the suit property has already been taken-over through the bailiff in execution proceedings bearing No. EX. 1611/2025, which fact has been recorded by the learned executing court in order dated 22.11.2025 made in those proceedings. A copy of the order has been handed-up in court and is taken on record.
11. Upon a conspectus of the foregoing, this court is of the view that no error has been committed by the learned trial court in passing the



impugned judgment dated 30.08.2025, since the learned trial court has proceeded essentially on the admissions contained in the written statement filed by the appellant, as well as in the statement of the appellant recorded under Order X Rule 1 CPC.

12. In the circumstances, this court finds no merit in the present appeal, which is dismissed *in-limine*.
13. Pending applications, if any, stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

DECEMBER 3, 2025
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