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

+ RFA 25/2026, CM APPL. 1371/2026 & CM APPL. 1372/2026

PANKAJ ANAND

.....Appellant

Through: Mr. Mehul Gupta, Advocate

versus

MANJU VOHRA

.....Respondent

Through: *Appearance not given*

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

09.01.2026

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1. Appeal under Section 96 of the Code of Civil Procedure, 1908 (CPC) has been filed against the decree dated 29.11.2025, whereby the suit for possession filed by the Respondent/Plaintiff has been decreed in respect of property number J-11/94, Ground Floor, Tararpur, Rajouri Garden, Delhi (*hereinafter referred to as "suit property"*).

2. The Respondent/Plaintiff had filed a Suit for Possession, Recovery of Mesne Profit and Permanent Injunction. The facts in brief were that he had rented out the suit premises to the Appellant/Defendant at a monthly rent of Rs.36,000/- per month excluding water, electricity and other charges. The Rent Agreement dated 04.10.2023 was duly registered in the office of Sub Registrar. The Rent Agreement was executed for a fixed tenure for a period of two years w.e.f. 10.08.2023 subject to further renewal. It was agreed that the rate of rent would be Rs.36,000/- per month for a period of one year and thereafter, it was being enhanced in terms of clause (1) of the



Agreement. The payment of monthly rent within a prescribed time schedule was the essential condition in the rent agreement.

3. The Plaintiff further asserted that Defendant miserably failed to comply with the monthly payment of rent on time to the Plaintiff. He failed to pay rent for six months since the last payment of rent was made in October, 2024 despite repeated requests, the plaintiff failed to adhere to the terms of making payment and also defaulted in paying the rent. It was explained that there was a rent say due in the sum of Rs.2,88,000/- since November, 2024 till June, 2025 @ Rs.36,000/- per month and an amount of Rs.64800 as interest @ 18% per annum. There was a total due of Rs.2,94,480/- aside from a claim for unauthorized user and occupation charges @ Rs.2000/- per day.

4. The Plaintiff served a legal notice dated 02.04.2025 despite which, neither the possession was handed over nor the rent was paid. The Plaintiff thus filed a suit for recovery of possession as well as the amount of Rs.2,94,480/- as the arrears of rent and for user and occupation charges @ Rs.2,000/- per day.

5. The written statement was filed by the Defendant/Appellant wherein while the relationship of landlord tenant was admitted by the Defendant, but he took the defense that leveraging a superior bargaining position, the Plaintiff compelled the Defendant to pay the rent in cash. Further, he took an amount of Rs.5 lacs in cash in four installments citing urgent financial need representing that the property was intended to be sold and that in the event of sale, the amount would be refunded to the Defendant and treated as an advance payment. The Defendant had requested for receipts of payment, but the Plaintiff evaded the same.



6. Further defense was taken that the suit property was in a old and dilapidated condition with multiple defects including water leakage, broken fittings, cracked walls, leaking plumbing and hazardous electrical wiring and he undertook the repairs at his own cost.

7. It is further asserted that he carried out repairs and renovations amounting to approximately Rs.3 lacs to make the premises habitable. In addition to the above, Defendant had paid a security of Rs.72,000/- in two parts, i.e. Rs.55,000/- and Rs.22,000/- through IMPS in terms of paragraph 15 of the Rent Agreement. The Defendant has been paying rent regularly and on time. Since the rent since January, 2025 was paid in cash as and when due every month, as expressly demanded by the Plaintiff. In support of this, the bank statement of the Defendant was placed on record.

8. It is also contended that the deficient Court fee has been paid by taking the Rent as Rs.36,000/- per month even though it was to be increased in terms of Rent Agreement in the second year. It was claimed that the Plaintiff had gone greedy with an intent to retain Rs.5 lacs and had maliciously instituted the suit. It is, therefore, submitted that the impugned judgment be set aside.

Submissions heard and record perused.

9. From the rival pleadings of the parties, the learned District Judge in the impugned judgment has rightly observed that the relationship of landlord tenant is admitted and is also supported by the registered Rent Deed. The term of tenancy expired on 09.08.2025. Legal Notice dated 02.04.2025 for seeking possession and arrears of rent was given after which the Suit was filed, since the Defendant failed to hand over the possession.



10. The Defendant/Appellant has taken a defense that he had undertaken major renovation work in the premises for an amount of about Rs.3 lacs which will be adjusted in the monthly rent. He had additionally made a claim that he had given Rs.5 lacs in four installments to the Plaintiff, to be returned as and when the property got sold by the Plaintiff.

11. The learned District Judge has rightly observed that there were no details whatsoever of the alleged handing over of Rs.5 lacs mentioned in the Written Statement. Similarly, no details of date, month or year of the alleged renovations has been provided in the Written Statement.

12. Though these averments were made by the Defendant, but neither there is any specific averment or any details of the expenditure on renovation or the four dates on which allegedly the amount was paid. Aside from bald assertions, there is no cogent defense raised by the Defendant/Appellant in the Written Statement.

13. In the end, there is an objection taken that the requisite Court fee has not been paid, but in the Suit, the rent was stated to have been paid @ Rs.36,000/- per month. No objection whatsoever has been taken by the Defendant in the Written Statement or otherwise in respect of deficit Court fee. There is no merit in this objection, as well.

14. There is therefore, no merit in the contention raised herein. The learned District Judge has rightly allowed the Application under Order XII Rule 6 CPC and passed a decree of possession in respect of the Suit property.



15. There is no merit in the Appeal, which is hereby dismissed alongwith pending Applications.

NEENA BANSAL KRISHNA, J

JANUARY 9, 2026

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