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

+ **RSA 18/2026, CM APPL. 5320/2026 (stay)**

BIKRAM JEET SINGH SODHI

.....Appellant

Through: Mr. Prateek Jindal and Mr. Himanshu
Goel, Advocates.

versus

SURAKSHA BATRA AND ANR

.....Respondents

Through: None

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **16.03.2026**

CM APPL. 5321/2026 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The Application stands disposed of.

RSA 18/2026

3. Regular Second Appeal under Section 100 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*), has been filed on behalf of the Appellant against the Judgment and Order dated 28.11.2025 whereby the learned District Judge has upheld the Judgment of the Trial Court dated 16.12.2024 decreeing the Eviction Petition against the Appellant but it has been modified to the extent that the liability to pay the rent is limited only of the Appellant/husband.
4. Briefly stated, a Suit for Ejectment, Possession, Mesne Profits and Mandatory Injunction was filed by the Respondents/landlord for eviction of Respondents/Appellant, Mr. Bikram Jeet Singh Sodhi and his wife, namely, Sahiba Sodhi. Admittedly, the Appellant had been inducted as a tenant in the



Property bearing No. A-4, Pashcim Vihar, First Floor, New Delhi-110063 as tenants @Rs.14,500/- per month on 05.03.2020 in respect of entire first floor with roof rights of Property bearing No. A-4, Paschim Vihar, New Delhi-110063.

5. The Suit was decreed *vide* Order dated 22.03.2023 under Order XII Rule 6 read with Section 151 CPC by the learned Civil Judge whereby the Appellant and his wife were directed to hand over the vacant possession of the Suit premises to the Respondents/landlord. The possession has been handed over on 16.10.2023.

6. The learned Civil Judge in the Judgment dated 16.12.2024 had further granted Rs.43,500/- along with the interest @10% p.a. towards the arrears of rent against both the Appellant and his wife.

7. However, in the Regular First Appeal, the Appellate Court *vide* the impugned Judgment dated 28.11.2025, modified the Judgment to the extent that the liability of the payment of rent/charges, was limited to the Appellant *herein*.

8. The main grounds of challenge in the present Second Appeal are that it was the Appellant as well as his wife, who were in occupation of the Suit Property. In fact, the Appellant had left the premises in August, 2020 after which it is his wife, Respondent No. 2, who had continued to occupy the premises, without any justification. Therefore, she was equally responsible to pay the arrears of rent, as has been rightly held by the learned Civil Judge in the Judgment dated 16.12.2024.

9. It is further submitted that there is marital discord between the Appellant and his wife/Respondent No.2 has filed Civil Revision Petition No. 917/2024 titled *Sahiba Sodhi vs. The State & Anr.* in which the



Appellant was directed to pay Rs.10,000/- per month as expenses towards securing a rented accommodation for herself and the minor child. Therefore, making the Appellant liable to pay the arrears on account of Mesne Profits against the Suit Property, which was in occupation of the Respondent No. 2, is erroneous. It is, therefore, submitted that the impugned Judgment be set-aside.

10. Reliance has been placed on *B.P. Achala Anand vs. S. Appi Reddy & Ors.*, (2005) 3 SCC.

Submissions heard and the record perused.

11. Admittedly, the Appellant along with his wife, was residing in the Suit premises, but the Rent Agreement was only between him and the landlord/Respondents. There was no privity of contract between the wife and the landlord. The sole responsibility to pay the rent was that of the Appellant, which has been rightly adjudicated by the learned District Judge in the Judgment dated 28.11.2025.

12. While the grievance of the Appellant may seem justified as it was his wife, who was in occupation and not he and he had already been paying to her the maintenance which included the expenses for residential accommodation, but it is a dispute *inter se* the husband and the wife. The Appellant is at liberty to seek the adjustments for the rent/Mesne Profits being paid by him in the maintenance being paid to the wife. However, the principal liability to pay the Mesne Profits as directed by the learned District Judge, vests solely on the Appellant.

13. It is submitted that the Appellant has paid the security of Rs.25,000/-, which has not been adjusted in the decretal amount. The Appellant is at liberty to seek the adjustment of Rs.25,000/- before the Executing Court, in



accordance with law. It is further submitted that the Appellant had deposited the decretal amount before the First Appellate Court and he be permitted to withdraw the same and thereafter, pay the decretal amount to the Respondents/landlord. However, the Appellant is at liberty to make his submissions in regard to adjustment of security amount before the First Appellate Court, who may consider the submissions of both the parties and pass appropriate Order.

14. There is no merit in the present Second Regular Appeal, which is hereby dismissed. The pending application also stands disposed of.

NEENA BANSAL KRISHNA, J

MARCH 16, 2026/RS