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

+ RFA 163/2026, CM APPL. 11317/2026

ANUPAM SHARMA

.....Appellant

Through: Mr. Ajay Kumar Tiwari, Adv.

versus

RAMESH CHAND SHARMA

.....Respondent

Through: None.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **18.02.2026**

CM APPL. 11318/2026

1. Exemption allowed, subject to all just exception.
2. Application is disposed of.

RFA 163/2026, CM APPL. 11317/2026

3. Appeal under Section 96 of C.P.C. has been filed on behalf of the Appellant Anupam Sharma for setting aside Judgment and Decree dated 10.12.2025, whereby Suit of the Plaintiff / Respondent for Possession against the Appellant / Defendant No.1 has been decreed, while the claim toward arrears of Rent and Damages / *mesne* profits is pending trial.

4. **Brief facts** are that the Plaintiff / Respondent Ramesh Chand Sharma, who is currently residing in Old Age Home in New Delhi, is the absolute owner of the Suit property bearing Flat No.75A, Ground Floor, DDA Flats, Mansarovar Park, Delhi. On 20.07.2021, he gave his property on rent to the Defendant No.1/Appellant Anupam Sharma at a monthly rent @ Rs.8,000/-. However, after occupying the suit property, Defendant No.1 / Appellant kept



on delaying the signing of the Lease Agreement for a period of 11 months on one pretext or the other and subsequently, Defendant Nos.2 and 3 also occupied the Suit property.

5. It was asserted that Defendants are in arrears of rent from August 2021, and despite several requests, have neither vacated the Suit property nor paid the arrears of rent.

6. Hence, Plaintiff / Respondent **sought possession and recovery of arrears of rent / mesne profit.**

7. Defendants filed Written Statement, wherein he admitted that Defendant No.1 / Appellant Anupam Sharma was tenant in the Suit property. However, he claimed that he has been residing in the Suit property along with his family, since 20.07.2020 for a monthly rent @ Rs.7,500/- per month, for a period of three years. He asserted that on 20.07.2020, he had paid security amount of Rs.90,000/- in cash to the Plaintiff. He further claimed that he has paid rent till 10.05.2024 and thereafter, Plaintiff stopped receiving rent from Defendant No.1.

8. An Application under Order XII Rule 6 CPC was filed by the Respondent. **Learned District Judge observed** that though there was no documentary proof with respect to commencement of tenancy from 20.07.2020 or payment of security amount of Rs.90,000/- in cash by Defendant No.1 to the Plaintiff, but, even otherwise, the period of three years has already expired.

9. Admittedly, the Defendants were occupying the Suit property in the capacity of tenants and as per, their assertions were paying rent @ Rs.7,500/- per month. The ownership of the Suit property by the Plaintiff was not denied. Consequently, Application under Order XII Rule 6 CPC was



allowed and Defendants were directed to handover the peaceful and vacant possession of the Suit property to the Plaintiff.

10. Insofar as the claim for security amount and rent @ Rs.7,500/- per month is concerned, the issue of Recovery of arrears of Rent and Damages is pending and such defence of the Defendants shall be considered therein.

11. Aggrieved by the Judgment dated 10.12.2025, Appellant has filed present Appeal. The **grounds of challenge** are that there were no clear and unequivocal admission on the part of the Appellant and therefore, no Judgment under Order XII Rule 6 CPC could have been passed. The alleged admissions were disputed, qualified and required trial and evidence.

12. The submissions of the Defendants have been misread and misconstrued, resulting in grave miscarriage of justice. The impugned Judgment has been passed in a mechanical manner and unsustainable in law. A reasonable opportunity should have been given to the Appellant / Defendant No.1 to lead evidence and cross-examine the Plaintiff / Respondent witness. A grave injustice has been caused to the Appellant. Therefore, impugned Judgment dated 10.12.2025 be set aside.

Submissions heard and record perused.

13. The Plaintiff / Respondent had filed Suit for Possession and recovery of arrears of Rent / *mesne* profit. It is not denied by the Appellant / Defendant No.1 that he was a tenant in the Suit premises. While Plaintiff / Respondent has claimed that Defendant No.1 / Appellant was inducted as tenant @ Rs.8,000/- per month on 20.07.2021, Defendant No.1 / Appellant has asserted that he had been inducted as tenant for three years w.e.f. 20.07.2020 @ Rs.7,500/- per month.

14. Whether Defendant No.1 / Appellant got inducted in the Suit premises



on 20.07.2020 or on 20.07.2021, the fact remains that his status admittedly, is that of a tenant. Even, if his contention is accepted that he was tenant for three years since 20.07.2020, the period of three years has expired.

15. The only facts required to be proved or admitted for Suit for Possession is the relationship of landlord-tenant, which in the present case is not disputed and denied. Learned Trial Court was therefore, right in granting the decree of possession to the Plaintiff under Order XII Rule 6 of C.P.C.

16. The only defence, which has been raised by the Appellant, is about the rate of rent being Rs.7,500/- instead of Rs.8,000/- and that he had been paying rent in cash and therefore, was not in arrears. He also claimed payment of security of Rs.90,000/- in cash. These aspects of recovery of arrears of rent / *mesne* profit, are subject matter of trial and the trial for the same is still pending. The Appellant is at liberty to prove his defence of recovery of security amount, payment / non-payment of rent and rate of rent. These aspects, in no way impact the Decree of Possession.

17. There is no merit in present Appeal, which is hereby dismissed along with pending Applications.

NEENA BANSAL KRISHNA, J.

FEBRUARY 18, 2026/R