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

\# **CNR No. DLHC010077292026**

\+ FAO 69/2026, CM APPLs. 13638/2026, 16672/2026

FAISAL ISHTIAQUE .....Appellant

Through: Mr. Ankit Jain, Senior Advocate with Mr. Waseem Ahmad, Advocate

versus

SERAJ AHMAD JAMALI …Respondent

Through: Mr. Manoj Chauhan, Mr. Puneet Dhawan, Ms. Safa Shafi, Advocates with respondent in person.

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

O R D E R

% 02.11.2026

1. By way of the present appeal under Order XLIII Rule 1(r) of the Code of Civil Procedure, 1908 ("CPC"), the appellant seeks to assail the order dated 01.12.2025 passed by the learned District Judge-01, South-East District, *Saket* Courts, New *Delhi*, in CS DJ No. 05 of 2025, whereby the application filed by the respondent/plaintiff under Order XXXIX Rule 10 read with Order XV-A CPC came to be allowed.

2. By virtue of the impugned order, the appellant/defendant was directed to deposit the arrears of rent for the period from 01.01.2024 to November, 2025 at the rate of Rs.15,000/- per month, within a period of three months. He was further directed to deposit the monthly rent for the subsequent period, commencing December, 2025, on or before the

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10th day of every calendar month.

3. Mr. *Jain*, learned Senior Counsel appearing for the appellant/defendant, assails the impugned order primarily on the ground that the Trial Court failed to appreciate that the very relationship of landlord and tenant between the parties was disputed. He submits that the appellant had categorically denied having taken the suit property on rent and had, instead, set up a defence that the respondent had agreed to sell the suit property to him for a total sale consideration of Rs.27,00,000/-. In terms of the alleged oral understanding, the appellant claims to have paid Rs.12,00,000/- in cash in January, 2023, followed by twelve monthly instalments of Rs.15,000/- each, aggregating to Rs.1,80,000/-, towards the sale consideration. It is further submitted that the appellant has specifically disputed his signatures on the rent agreement dated 19.02.2023 relied upon by the respondent. In support of his contention, learned Senior Counsel also refers to the opinion of a handwriting expert placed on record along with the written statement, disputing the genuineness of the signatures appearing on the said agreement. He, therefore, contends that in the absence of any admission of liability on the part of the appellant, the direction to deposit the alleged arrears as well as future rent could not have been issued under the aforesaid provisions of the CPC.

4. *Per contra*, learned counsel for the respondent/plaintiff supports the impugned order and submits that the appellant has taken mutually inconsistent stands in the written statement. While, on the one hand, he disputes the respondent's ownership of the suit property, on the other

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hand, he claims to have purchased the very same property from the respondent. It is further submitted that the alleged payment of Rs.12,00,000/- in cash is not supported by any receipt or other documentary evidence. The WhatsApp conversations exchanged between the parties, on the other hand, lend support to the respondent's case regarding payment of monthly rent by the appellant. Learned counsel further submits that the appellant had himself moved an application under Section 151 CPC seeking time to comply with the direction for deposit of the arrears as well as future rent. The said application, wherein the appellant expressed his willingness to comply with the direction, was allowed by the learned Trial Court *vide* order dated 04.02.2026.

5. I have heard learned counsel for the parties and perused the record.

6. The principal controversy raised by the appellant is with regard to the nature of the relationship between the parties. While the respondent asserts that the appellant was inducted as a tenant in the suit property pursuant to a rent agreement dated 19.02.2023, the appellant disputes the execution of the said agreement and claims that the parties had entered into an oral understanding for sale of the suit property. At this stage, it is relevant to notice that the appellant has not disputed having made payments aggregating to Rs.1,80,000/- to the respondent. His explanation, however, is that the said amount was paid in twelve monthly instalments towards the alleged sale consideration. The further assertion of payment of Rs.12,00,000/- in cash is not supported by any receipt or contemporaneous documentary acknowledgment.

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7. On the other hand, the respondent has placed reliance upon the notarised rent agreement dated 19.02.2023, which records the agreed monthly rent and maintenance charges, as well as the WhatsApp conversations exchanged between the parties. The Trial Court, while considering the rival stands, has also taken note of the fact that the appellant's claim of having paid a substantial amount towards the alleged sale consideration is not supported by any documentary evidence. Pertinently, the amount of Rs.1,80,000/- admittedly paid by the appellant in monthly instalments is also consistent with the respondent's case regarding payment of monthly rent under the rent agreement.

8. The appellant has also relied upon an opinion of a handwriting expert to dispute the signatures appearing on the rent agreement. However, the mere fact that the execution of the document has been disputed, and an expert opinion has been placed on record in support thereof, would not render the document liable to be completely disregarded at this stage. The evidentiary value of the said opinion, the genuineness of the signatures and the circumstances surrounding the execution of the rent agreement are matters which would require consideration by the Trial Court upon appreciation of the evidence.

9. Another circumstance which deserves notice is the application filed by the appellant under Section 151 CPC seeking time to comply with the direction for deposit of arrears as well as future rent. The said application was allowed *vide* order dated 04.02.2026. A perusal of the said application shows that the appellant had expressed his willingness to comply with the direction issued by the Trial Court. Significantly,

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the appellant did not qualify the request by stating that the same was being made without prejudice to his rights and contentions in the pending suit. Though such conduct cannot be treated as a conclusive admission of the relationship of landlord and tenant, it is certainly a relevant circumstance which lends support to the view taken by the Trial Court while considering the application for deposit.

10. Having regard to the material noticed hereinabove, I find no infirmity in the approach adopted by the Trial Court warranting interference in the present appeal. The material placed on record, considered cumulatively, provides sufficient basis for sustaining the directions issued under Order XXXIX Rule 10 read with Order XV-A CPC.

11. Accordingly, the appeal is dismissed. The pending applications, if any, also stand disposed of.

MANOJ KUMAR OHRI, J

NOVEMBER 2, 2026/*rd*

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