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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RSA 48/2026, CM APPL. 15696-15697/2026
MAHINDRA SINGH GREWAL & ORS.Appellants
Through: Ms. Srishti Saundarya and Mr. AK
Srivastava, Advocates.

versus
PRASHANT SHARMARespondent
Through:

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER
13.03.2026

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1. An Appeal under Section 100 read with Order XLII CPC has been filed on behalf of the Appellants against the Judgment dated 29.01.2026 whereby the Suit of the Respondent/Plaintiff for Possession has been decreed by the learned Civil Judge, vide Order dated 24.09.2025 which has been upheld in the RFA RCA No.217/2025 by the learned District Judge-01, Central, Delhi vide Judgment dated 29.01.2026.
2. The Plaintiff had filed a **Suit for Recovery of Possession, Damages/Mesne Profits and Permanent Injunction**, in respect of the Suit property which is Shop bearing No.10 forming part of property bearing No.961, Hamilton Road, Kashmiri Gate, Delhi of which the Plaintiff is the sole, exclusive and absolute owner.
3. It is claimed that the Shop had been let out to the Defendants by Shri Daya Shanker @ Dinesh Kumar, father of the Plaintiff/Predecessor in interest. The father died intestate on 02.01.2021 leaving behind the Plaintiff and the four daughters. The said shop has accordingly devolved to all five children to the extent of 1/5th undivided share in the Suit shop.
4. The Plaintiff further asserted that the four sisters had relinquished



their share in favour of the Plaintiff, who has become the absolute owner of the Suit property.

5. As per the Plaintiff, the Defendants are presently paying a rent of Rs.4,070/- per month and have attorned to the Plaintiff. The Defendants have prolonged the payment of rent and upon request, had paid the rent from 01.04.2021 to 31.03.2023 @ Rs.4,070/- per month for a period of 24 months amounting to Rs.97,680/- on 31.03.2023 against the valid receipt.

6. Thereafter, again they had defaulted in payment of rent, but the rent from 01.04.2023 was paid on 31.03.2024 for the period 01.04.2023 to 31.03.2024 i.e. for 12 months @ Rs.4,070/- per month.

7. The Plaintiff issued Legal Notice dated 27.01.2025 calling upon the Defendants to pay the rent and also to hand over the vacant possession. A Reply dated 30.01.2025, was given by the Defendant and rent for the period of one year from 01.04.2024 till 31.03.2025, was also paid.

8. Despite Legal Notice, Defendants failed to vacate the property and the Suit for Possession was filed.

9. The **Defendants in their Written Statement** admitted being the tenants under the father of the Plaintiff, but denied that the Plaintiff was the exclusive owner of the Suit property. They admittedly paid the last rent @ Rs.4,070/- per month, but denied that they had attorned to the Plaintiff as the landlord or that they defaulted in paying rent. The payment of rent for the period as specified in the Plaint, was admitted.

10. An Application under Order XII Rule 6 CPC was filed by the Plaintiff which had been decreed by the learned Civil Judge vide Order dated 02.09.2025 and the Order has been upheld in the RCA by the learned District Judge in the Judgement dated 29.01.2026.



11. The **present Regular Second Appeal** has been filed on the grounds that the Respondent owns various properties and it is his modus operandi to get the property vacated and thereafter, rent them on a higher rate.

12. The Suit is barred under Delhi Rent Control Act since the initial tenancy was created @ Rs.10.69 per month.

13. No proper Notice under Section 106 Transfer of Property Act has been served and the Appellant is a tenant having the protection of Delhi Rent Control Act.

14. Even the Rent has not been enhanced in accordance with the provisions of Delhi Rent Control Act.

15. The Appellant being a tenant since last more than 50 years, has a right to continue in the Suit property.

16. A prayer is, therefore, made that the impugned Judgment be set aside.

Submissions heard and record perused.

17. It is pertinent to note that the Defendants have admitted in their Written Statement, that they were old tenants of the Plaintiff's father. It is further admitted that initially the rent of the tenanted premises was Rs.10.69 per month which was enhanced to Rs.3,700/- per month in the year 2012 and the present rate of rent is Rs.4,070/- per month.

18. Once, the Defendant himself has admitted the prevailing rate of rent as Rs.4,070/- per month, the protection of Delhi Rent Control Act cannot be claimed, by the Defendants.

19. Not only this, the Defendants have admitted the service of Legal Notice to which a Reply dated 30.01.2025 was filed and had even tendered arrears of rent for one year. There are clear admissions of the tenancy and in regard to the rent.



20. In view of the clear, unequivocal and unambiguous admissions of the Appellant, the learned Civil Judge has rightly decreed the Suit for Possession under Order XII Rule 6 CPC; and the Judgment has been rightly upheld in RCA by the learned District Judge, vide Order dated 02.09.2025.

21. Pertinently, no substantial question of law has been raised in the present Appeal. There is no merit in the present Appeal, which is here by dismissed.

22. The Appeal stands disposed of along with the pending Application(s).

NEENA BANSAL KRISHNA, J.

MARCH 13, 2026/va