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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RSA 83/2026, CM APPL. 26328/2026 (stay)
M/S THE BEAUTY ARTS STUDIOAppellant

Through: Mr. S. P. Gairola, Advocate.

versus

DR. REKHA GUPTARespondent

Through: None

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **22.04.2026**

CM APPL.26329/2026 (Exemption)

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

RSA 83/2026

3. Appeal under Section 100 read with Section 151 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) has been filed on behalf of the Appellant against the Order dated 28.02.2026 whereby the learned District Judge has upheld the Judgment of Eviction of the Appellant/tenant from the Suit Property, under Order XII Rule 6 CPC.

4. Briefly stated, the Plaintiff/Respondent was the absolute and actual owner of the Suit Property bearing Plot No. 20A, Ground Floor, Pocket B, Mayur Vihar, Phase-II, Delhi-110091. The one shop in the said Property was let out to the Defendant/Appellant, on the monthly rent of Rs.22,000/-, as per the Rent Agreement dated 04.11.2019. The Plaintiff further asserted that the rent @Rs.22,000/- was payable for first six months, from 07.10.2019 to March, 2020 and thereafter, Rs.25,000/- per month for next six months till September 2020, excluding other charges.

5. Plaintiff further asserted that the Appellant/Defendant had paid



Rs.5,000/- per month for March to May, 2020 and paid Rs.11,000/- per month from June 2020 to October, 2020 and Rs.12,000/- from November, 2020 till January, 2021. The Appellant was, therefore, in arrears of rent of Rs.1,66,000/- from March, 2020 to January, 2021.

6. Plaintiff further asserted that the tenancy of 11 months came to an end on 06.09.2020, after which, the Appellant became liable to pay mesne profits and damages @Rs.25,000/- per month. The Plaintiff served a Legal Notice dated 18.12.2020 asking the Appellant to vacate the property to which, he gave a false and frivolous reply. *Hence, she filed a Suit for Recovery of Possession, Arrears of Rent of Rs.1,66,000/-, mesne profits and for Permanent Injunction.*

7. The Defendant/Appellant in its Written Statement, claimed that the Plaintiff was adamant to dispossess it from the tenanted premises, illegally and unlawfully. The Defendant/Appellant has thus, filed a Suit for Permanent Injunction, and the present Suit for Recovery was a counterblast to the said Suit of the Defendant.

8. The Defendant further asserted that he had tendered the rent for the month of August, 2021 on 07.08.2021. After 2-3 days, the Plaintiff contacted and disclosed that she was having a financial crisis and wanted to let out the premises on security basis and if the Defendant gave the security amount of Rs.5,00,000/-, she would withdraw this Suit.

9. Accordingly, Appellant paid security amount of Rs.5,00,000/- to the Plaintiff in August, 2021 as per the terms agreed between the parties that the Plaintiff would not claim any rent from the Defendant and in turn, the Defendant would not claim any interest on the security amount from the Plaintiff. It was further agreed that the Plaintiff shall refund the security



amount at the time of vacating the Suit Property. Both the parties further agreed that they will withdraw their respective Suits. However, the Plaintiff failed to honour her words and did not withdraw the Suit.

10. **On merits**, the Appellant claimed that the rate of rent was Rs.11,000/- per month, excluding electricity and water charges. The Defendant also claimed that rent was being paid regularly upto date. The service of the Legal Notice dated 18.12.2020 and the Reply thereto, was admitted.

11. **The Issues were** framed on the pleadings. Thereafter, an Application **under Order XII Rule 6 CPC** was filed by the Plaintiff/Respondent.

12. The Application was contested by the Defendant, who filed a detailed Reply and disputed the Rent Agreement and further opposed the Application on the defence taken in the Written Statement.

13. **The learned Senior Civil Judge** *vide* impugned Judgement dated 17.01.2025, observed that the relationship of landlord and tenant was admitted. The only dispute being raised, was in respect of the payment of rent. Consequently, the Application under Order XII Rule 6 CPC was allowed and the *Suit for Possession of the Respondent/Plaintiff*, was decreed.

14. Aggrieved by the said Judgment, the **Regular First Appeal** bearing RCA DJ No.76/2025 was filed by the Appellant, but the learned District Judge found no ground to interfere in terms of considering the unambiguous, unequivocal, clear admission on the part of the Appellant and consequently, **dismissed the First Appeal**.

15. **The Second Regular Appeal** has been preferred on behalf of the Appellant, wherein the substantial question of law proposed is (i) whether there existed admissions in the Written Statement; and (ii) whether triable



issue had been raised regarding the nature of tenancy.

16. In the grounds of Appeal, it was contended that there was no rent payable for the tenanted premises but it was stated on security basis. The impugned Judgment is, therefore, liable to be set aside.

Submissions heard and the record perused.

17. Admittedly, the Plaintiff/Defendant had been inducted as a tenant in the Suit Premises. The only plea taken in the Written Statement was that eventually, on the request of the Plaintiff, a sum of Rs.5,00,000/- was given as a security and it was agreed that no rent would be payable henceforth, and that this security amount shall be returned at the time when the Defendant vacated the Property.

18. It is evident that the dispute being raised, was in regard to the liability to pay the rent. Pertinently, a contradictory submission has been made that the rent is being paid regularly.

19. The issue for consideration in the Application under Order XII Rule 6 CPC, was not in regard to the recovery of arrears of rent/mesne profits, which is still pending consideration before the learned Trial Court.

20. The simplicitor issue was whether there existed a relationship of landlord and the tenant to which, there was no denial.

21. No substantial question of law has been raised in the present Appeal. There is no merit in the **Appeal, which is hereby, dismissed.** The pending Applications are also disposed of accordingly.

NEENA BANSAL KRISHNA, J

APRIL 22, 2026/RS