



\$~55

*

+

IN THE HIGH COURT OF DELHI AT NEW DELHI
RFA 425/2026, CM APPL. 28050/2026, CM APPL. 28051/2026
ASHOK SHARMAAppellant

Through: Mr. V. Shukla, Mr. Vaibhav Mishra,
Mr. Vikrant Sirohi and Mr. B. Ghosh
Advocates.

versus

RAJAN CHANDARespondent
Through: Mr. Gourav Gupta, Advocate.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

%

27.04.2026

CM APPL. 28051/2026 (Exemption)

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

RFA 425/2026

3. Regular First Appeal under *Section 96 of the Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC')* has been filed on behalf of the **Appellant** against the Preliminary Decree and Order dated 11.04.2026 of learned District Judge, whereby the *Suit of the Plaintiff/Respondent for Recovery of Possession has been decreed under Order XII Rule 6 CPC.*
4. The Respondent / Plaintiff had filed a ***Suit bearing No. CIV DJ No. 137/2025 for Possession, Recovery of Arrears of Rent, Damages/Mesne Profits as well as Permanent Injunction*** in respect of entire First Floor without roof, left hand side portion of built-up property bearing No. B-19, Manak Vihar, New Delhi-110018 (*hereinafter referred to as 'Suit Property'*).
5. The case of the Plaintiff was that he and his wife Daisy Chana, are the



owners of the Suit Property having purchased it vide sale deed dated 08.09.2012. His wife had given full authority to the Plaintiff to execute the Rent Deed in respect of the Suit Property and also to get it vacated, in terms of the Rent Agreement, *etc.*

6. The property was let out to the Defendant / Appellant at a monthly rent of Rs.10,000/- per month *vide* notarized Rent Agreement, dated 27.09.2012, for a period of 11 months *w.e.f.* 01.10.2012. Thereafter, as per the terms of the Agreement, the rent was to be increased @ 10% after the expiry of tenancy period. The Defendant / Appellant had also paid Rs.20,000/- as interest free refundable security to be returned by the Plaintiff at the time of vacation of the tenanted Suit Property by the Appellant/Defendant, after adjustment of all dues, *etc.*, if any.

7. About one month prior to the expiry of the Rent Agreement dated 27.09.2012, the Defendant / Appellant again approached the Plaintiff for continuance of the tenancy for another 11 months and requested that he would not be able to pay the enhanced rent of 10% in terms of the Rent Agreement because of the financial problems. On the persistent requests, the Plaintiff agreed to the Defendant / Appellant continuing in the Suit Property for a further period of 11 months as a tenant. On the request of the Defendant, sum of Rs.20,000/- given as security was adjusted towards the continuance of the tenancy on the same terms and conditions. No Rent Agreement was executed and the further extension was given on the oral request of the Defendant.

8. In September, 2014, the rent was mutually increased to Rs.12,000/- per month excluding electricity, water charges etc.

9. The Defendant had been paying the rent in cash which was being



noted in the Note Book. In March, 2022, the Defendant contacted the Plaintiff with the proposal to increase the rent to Rs.13,000/- per month and in order to show his *bona fide*, he executed duly notarized Rent Agreement dated 08.04.2022, containing the similar terms and conditions. The copy of the Lease / Rent Deed is with the Defendant. The Defendant had undertaken to pay Rs.13,000/- per month as rent in advance on or before fifth day of each calendar month, failing which he agreed to pay a penalty of Rs.200/- per day from the first day *i.e.*, the commencement of the month in which it was applicable.

10. In February, 2023, before the expiry of the term of Lease Deed dated 08.04.2022, the Plaintiff requested the Defendant to vacate the Suit Property and to clear all the outstanding charges. Instead of complying with the request, he abruptly stopped paying the rent from the month of February, 2023 itself. Despite repeated requests, the Defendant kept on gaining time on the pretext of false assurances that he shall be paying the rent soon, which has not been paid till date.

11. The Plaintiff claimed that no rent has been paid from February, 2023 @ Rs.13,000/- per month. The Defendant in terms of the Rent Agreement, is liable to pay Rs.200/- per day and is also liable to pay Rs.2000/- per month as damages / charges till he hands over the vacant possession of the Suit Property. The Mesne Profits / Damages @ Rs.2,000/- per month have also been claimed w.e.f. February, 2023.

12. The statutory Legal Notice dated 11.09.2024 was duly served upon the Defendant / Appellant terminating his tenancy and claiming Arrears of Rent / Damages. Thereafter, the *Suit for Possession and Arrears of Rent/Damages had been filed by the Plaintiff.*



13. The Defendant in his **Written Statement** took a preliminary objection that the Rent Deed dated 08.04.2022 has not been signed by him and it was a forged document prepared by the Plaintiff, in order to support his fraudulent act. It is a settled principle of law that if the case of the litigant is based on falsehood, the same must be thrown straight away and nipped in bud.

14. The termination of Notice is also bad in law for non-joinder of necessary party as the co-owner of the Suit Property in question, has not been made a party.

15. The Defendant has admitted that he had been inducted as a tenant @ Rs.10,000/- per month, *vide* Rent Deed dated 27.09.2012 and that the security amount of Rs.20,000/- was paid. The Defendant claimed that he was maintaining a financial discipline in regard to payment of return. Subsequently, with the mutual consent of both the parties, the tenancy was created orally.

16. The parties arrived at a settlement in the first weeks of October, 2013, wherein it was agreed that minor repairs would be carried out by the Defendant himself. On no occasion was any further Rent / Lease Deed executed. The rate of rent continued to be Rs.10,000/- per month. It is denied that the rent was ever increased to Rs.12,000/- or Rs.13,000/- per month. It is submitted that the Suit of the Plaintiff is without merit and is liable to be dismissed.

17. The learned District Judge **decreed** the *Suit of the Plaintiff for Possession* in respect of the Suit Property and directed the Defendant / Appellant to vacate the property and to hand over the possession within 15 days, under *Order XII Rule 6 CPC vide* Judgment dated 11.04.2026.



18. Aggrieved by the impugned Judgment dated 11.04.2026, the present Regular First Appeal has been filed.

19. The **grounds of challenge** are that the Respondent has impeded the course of justice by forging a document as a weapon. The learned Trial Court has travelled beyond the scope of the case and the Judgment is not sustainable under law. The tenancy created *vide* Rent Deed dated 27.09.2012 expired by efflux of time and the status of the Appellant became that of '*Unauthorized Occupant*', despite which the mischievous act of the Plaintiff is evident from the fact that he had forged a Rent Deed dated 08.04.2022.

20. The Appellant had filed an Application under *Order VII Rule 11 CPC* asserting that the subsequent Rent Deed dated 08.04.2022 was a forged document. However, despite the specific denial of the Appellant, the Decree under *Order XII Rule 6 CPC* has been passed when in fact, there existed no relationship of landlord and tenant between the parties. The Application under *Order VII Rule 11 CPC* had been dismissed without a speaking order. The impugned Judgment is, therefore, liable to be set aside.

Submissions heard and record perused.

21. The Appellant / Tenant has not denied that he was inducted as a tenant on a monthly rate of Rs.10,000/- per month aside from water and electricity charges, *vide* Rent Agreement dated 27.09.2012 for a period of 11 months w.e.f. 01.10.2012 @ Rs.10,000/- per month. The Plaintiff had asserted that after the expiry of 11 months on the request of the Defendant, the Rent Agreement was renewed orally from time to time. The Defendant further admitted that he has been residing in the Suit Property since the commencement of the tenancy and the terms remained to be the same while



he denied that there was an enhancement of rent to Rs.12,000/- in 2014 or further enhancement to Rs.13,000/-, exclusive of charges but he did not deny occupy the Suit Property in the capacity of a tenant.

22. The Appellant himself asserted that in October, 2013, it was mutually agreed between the parties that the minor repairs would be carried out by the Defendant himself and major repairs would be the responsibility of the Plaintiff. The Appellant asserted that there was no occasion to execute the Lease Deed dated 08.04.2022 and the Defendant continued to pay the rent @Rs.10,000/- per month.

23. There were unambiguous, unequivocal admissions of the Appellant that he had been inducted as a tenant in the Suit Property since 2012 and had continued to be so. Moreover, the Appellant himself has stated in the Appeal that the tenancy created *vide* Rent Deed dated 27.09.2012, expired by efflux of time and the status of the Appellant became that of '*Unauthorized Occupant*'.

24. Furthermore, a statutory Notice dated 11.09.2024 had been served upon the Defendant, which was admittedly replied by the Appellant, on 01.10.2024. After the service of Legal Notice dated 11.09.2024, it is evident that he became an unauthorized occupant, as admitted by the Appellant himself.

25. The only plea taken by the Appellant was that the Plaintiff had relied upon an alleged Lease Deed dated 08.04.2022 which, he claimed did not bear his signatures and was a fraudulent document. Even if, this Lease Deed dated 08.04.2022 is ignored, then too there is an absolute admission that after the service of Statutory Notice, he has become an *Unauthorized Occupant*.



26. The **first ground of challenge** raised by the Appellant is that the Suit is premised on the basis of the Appellant being a tenant till the date of service of Notice, for which reliance is placed on a subsequent Lease Deed dated 08.04.2022, which is a forged document. Even if this Lease Deed is overlooked, then too, the Appellant as per his own submissions, became a month-to-month tenant after the expiry of the first Lease Deed of 27.09.2012, which was for 11 months. His tenancy got terminated *vide* Legal Notice dated 11.09.2024 after which, he has admittedly become an unauthorized occupant. These facts are clearly reflected in the Plaint and for the Appellant, who asserted that his eviction from the premises could not have been sought by claiming that he continues to be a tenant, is absolutely fallacious. It is clearly indicated that after service of Legal Notice of termination of tenancy, the Appellant became an unauthorized occupant to which, there is no challenge.

27. The **second ground** agitated by the Appellant was that he had moved an Application under *Order 7 Rule 11 CPC* asserting that the Rent Deed dated 27.09.2012, was a forged and a fabricated document and the Suit was liable to be rejected. The averments made in the Application under *Order 7 Rule 11 CPC* about the alleged Rent Deed being forged, does not have any impact on the Suit of the Plaintiff, whereby the possession has been sought from the Appellant, who admittedly was inducted as a Tenant. The Application under *Order 7 Rule 11 CPC* was, therefore, **rightly rejected** by the learned District Judge.

28. To sustain a suit for possession against a tenant/unauthorized occupant, is only his induction as tenant and that there is termination of tenancy by Notice or statutory Notice. In the present case, both these



conditions are satisfied, making the Appellant liable for eviction.

29. In the light of an admitted relationship of landlord-tenant, who became an unauthorized occupant on service of Legal Notice dated 11.09.2024, *the learned District Judge has rightly allowed the Application under Order 12 Rule 6 CPC and passed a decree of Possession against the Appellant, vide Judgment dated 11.04.2026.*

30. There is **no merit** in the present Appeal which is hereby, **dismissed** and **disposed** of accordingly. The pending Applications are also disposed of, accordingly.

NEENA BANSAL KRISHNA, J.

APRIL 27, 2026/va/RS