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

+ **RFA 446/2026**

SUNIL CHATURVEDI

.....Appellant

Through: Mr. Sunil Kumar, Advocate.

versus

URMILA DEVI

.....Respondent

Through:

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **04.05.2026**

CM APPL. 29429/2026 (Seeking Exemption)

1. Allowed, subject to just exceptions.
2. The Application stands disposed of.

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3. Regular First Appeal under Section 96 CPC has been filed on behalf of the Defendant/Appellant challenging the impugned Order and Decree dated 16.01.2026, whereby the Decree of Possession has been passed against the Appellant, under Order XII Rule 6 CPC.
4. The Plaintiff/Respondent had filed a Suit for Recovery of Possession, Arrears of Rent, Damages/Mesne Profit, Permanent and Mandatory Injunction against the Defendant/Appellant.
5. The *brief facts as stated in the Complaint* are that the Plaintiff/Respondent is the landlord/owner of property bearing No.K-89/1, West Ghonda, Delhi, admeasuring 175 sq. yards. who had let out the Suit property to Defendant/Appellant on a monthly rent of Rs.15,000/- per month vide registered Rent Deed dated 12.06.2023 w.e.f 01.06.2023. The Defendant failed to pay the rent and was in arrears of rent w.e.f 01.07.2023.



6. A Legal Notice dated 07.02.2025 was served upon the Defendant/Appellant. It was claimed that Defendant started misusing the property for commercial activities and after service of Legal Notice, had sub-let the portion of property to M/s Jai Balaji Motors for running showroom, which was corroborated by the photographs annexed along with the Plaint. The Plaintiff thus, sought the Recovery of Possession, Arrears of Rent and Mesne Profits.

7. The Defendant/Appellant in the **Written Statement** claimed that he had filed a Suit for Injunction against the Plaintiff, which is pending in the Court of learned Civil Judge. He further explained that he had taken two properties on rent, out of which one is the Suit property and another was B-53, Main Shivaji Road, North Ghonda, Shani Bazar, Delhi, at a monthly rent of Rs.8,000/- per month for parking of E-rickshaw and other light motor vehicles. He claimed that he had given Rs.5 lakhs in advance as the security to the Plaintiff, for the purpose of renovation and some other work which was agreed by the Plaintiff to be returned, at the time of vacation of the property bearing No.B-53. The Defendant also agreed that the Rent Agreements were executed for both the parties. He claimed that he had been paying the rent and electricity charges regularly and denied being in arrears of rent. The Defendant further stated that in the year 2022, he had already vacated the second property No.B-53, though the security amount of Rs.5 lakhs has not been returned. A Counter-claim for recovery of Rs.5 lakhs deposited as a refundable security and for Injunction against forcible dispossession, was also filed.

8. The **learned District Judge** considering the admissions in the Written Statement, directed the Possession to be handed over to the



Plaintiff/Landlord within one month, vide impugned Order dated 16.01.2026. In addition, Order was also made under Order 39 Rule 10 CPC for deposit of the admitted rent @ Rs.7,000/- per month and it was also stated that the Suit pertaining to Arrears of Rent, Damages and Injunction was still pending, which shall be decided in accordance with law.

9. The Appellant aggrieved by the Decree of Possession under Order XII Rule 6 CPC has challenged it by way of present Regular First Appeal on the ground that he is a handicap person and has been searching for work for his livelihood. He had approached the Plaintiff in 2014 and taken two properties on rent. The learned Trial Court has failed to appreciate that the Defendant/Appellant had been regularly paying regular monthly rent of both the properties, as well as the electricity charges. It has not been appreciated that the Respondent is trying to forcibly throw out the Appellant, from the Suit property.

10. A false and fabricated Notice dated 07.02.2025 had been sent. Rs.5 lakhs given as security for the second property, are yet to be returned. This Suit is counter-blast to the **Civil Suit No.151/2025** filed by the Appellant for injuncting the Plaintiff against the forcible dispossession of the Appellant.

11. It is, therefore, submitted that the impugned Judgment be set aside.

Submissions heard and record perused.

12. From the averments made in the Appeal as well as the pleadings, it is evident that Defendant/appellant was admitted as a tenant for rent which is more than Rs.3,500/-. It is not disputed that the rent was Rs.7,000/- for the Suit property. It is further admitted that the Legal Notice of Eviction had also been served upon the Appellant.

13. There is no cogent ground shown by the Appellant in his defence



which mandated trial. No ground of challenge is made out in the Appeal as well.

14. There is no infirmity in the impugned Order and Decree dated 16.01.2026 passed by learned District & Sessions Judge, which is hereby upheld.

15. The Appeal is without merit and is dismissed. The pending Applications are also disposed of, accordingly.

NEENA BANSAL KRISHNA, J.

MAY 04, 2026/VA