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

+ **RFA 871/2025**

RAVINDER NATH MEHRA

.....Appellant

Through: Ms. Aakanksha Kaul & Ms. Ashima
Chopra, Advocates with Appellant in
person.

versus

SUDHIR VIJ

.....Respondent

Through: Mr. Bhuvanesh Sehgal and
Mr. Shubham Arora, Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

03.02.2026

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1. Appeal under Section 96 read with section 151 of the CPC has been filed on behalf of the Appellant against judgment and decree dated 12.02.2025 passed by the learned District Judge-11, Central District, Tis Hazari Courts, Delhi in Suit bearing CS DJ No.616216/2016, whereby rate of rent and period for the rent has been awarded.
2. It is submitted that original lease deed between the parties was dated 05.10.2011, which envisages enhancing rate of rent by 10% every year. This lease expired on 05.12.2012 and it got orally extended from 05.12.2012 till 04.11.2013 with enhanced rent @ Rs.38,525/- per month. However, Plaintiff / Respondent stopped paying rent from January, 2013 and therefore, the Appellant sought recovery of possession and arrears of rent amounting to Rs.5,97,137.50/-.
3. Learned District Judge, vide Judgment dated 12.02.2025, decreed the Suit for Possession and also granted rent @ Rs.38,525/- per month w.e.f.



January, 2013 till 08.01.2014 with an adjustment of security amount of Rs.1,00,500/-. Notice of the Appeal has been given only in respect to arrears and rate of rent.

4. Learned counsel for the Appellant submits that because it was only an oral extension of earlier lease deed dated 05.10.2011, which stipulated enhancement of rent by 10%, therefore, w.e.f. January, 2013, the Appellant was entitled to rent @ Rs.38,525/- per month. It is further contended that no interest has been awarded on the arrears of rent, even though the same had not been paid till date.

5. Second contention of the Appellant is that the possession of Suit premises was taken on 21.08.2014 through Local Commissioner, who handed over the keys of the premises to the Appellant. However, learned District Judge has erroneously held that the premises got vacated on 08.01.2014 and therefore, the Appellant is entitled to arrears of rent for a period between 08.01.2014 and 21.08.2014.

6. Furthermore, prayer has been made that the damages / occupation charges be also granted @ Rs.50,000/- from 05.05.2014 (date of service of Legal Notice dated 24.03.2014).

7. Learned counsel for the Appellant further contends that the interest on the arrears of rent / damages may also be awarded to him.

8. Learned counsel for the Respondent contested the Appeal on the ground that there is no basis for enhancement of admitted rent, which was Rs.38,525/- per month, by 10% in absence of any such Notice or admission on the part of the Respondent.

9. It is next contended that the premises was vacated 08.01.2014 and the said date has been rightly considered by the learned District Judge.



Respondent, in his Reply to Legal Notice dated 24.03.2014, had also given due intimation of the vacation of the premises to the Appellant. It was the Appellant's choice, where to take or not, even though the same got vacated.

10. It is further submitted that there was no prayer for interest either in the Suit or in present Appeal, therefore, the same cannot be granted.

11. It is further submitted that along with Reply, Respondent had tendered a cheque of Rs.92,125/- towards arrears of rent, which, according to the Respondent were due, but the same was not accepted by the Appellant. Therefore, there is no question of awarding interest on the arrears of rent or damages.

Submissions heard and record perused.

12. First contention is in respect of enhancement of rent by 10% from Rs.38,525/- per month w.e.f. 05.11.2013 to 05.03.2014, in terms of original Lease Deed dated 05.10.2011. Insofar, this plea is concerned, the same is not tenable for the simple reason that original Lease Deed expired on 05.11.2013.

13. It is not in dispute that the original Lease Deed expired on 05.11.2013 with enhanced rent, however, thereafter, there was no Agreement between the parties for further renewal and no Notice of any kind was served by the Appellant on the Respondent in respect of enhancement of rent. In absence of any Agreement for enhancement of rent or Notice, Appellant cannot claim enhanced rent and the same has rightly been awarded to the Appellant.

14. Second ground is that possession was handed over on 21.08.2014 and not on 08.01.2014, as was contended by the Respondent and accepted by learned District Judge. It is submitted that possession was received through Local Commissioner on 21.08.2014, thereby proving that the possession was



not handed over to the Appellant on 08.01.2014.

15. In this regard, learned District Judge in the impugned Judgment has, for cogent reasons stated therein, held that premises in fact got vacated on 08.01.2014. There is no denial that Legal Notice dated 24.03.2014 was sent at the new address of the Respondent and not at the tenanted premises of Appellant. It was also in evidence that festival of *Lohri* was also celebrated by the Respondent at his new address.

16. Learned District Judge has rightly accepted the contention of the Respondent that he vacated the premises on 08.01.2014, therefore, the arrears of rent have been rightly granted from January, 2013 till 08.01.2014. There is no ground for interfering in the observations of learned District Judge, who has also given direction for adjustment of security amount of Rs.1,00,500/- from the arrears due from the Respondent.

17. Last contention is about the interest on arrears of rent, which has not been paid till. Section 34 of C.P.C. provides that in cases of money decree, the Court may in its discretion grant prior interest from the date of decree till realisation of the amount. Even though, interest has not been claimed by the Appellant in the Suit or in the Appeal.

18. Therefore, considering that it is money decree, the Court in its discretion under Section 34 of C.P.C. grants interest @ 6 % per annum on the due amount from the date of Judgment till date of realisation.

19. The Appeal along with pending Applications is disposed of.

NEENA BANSAL KRISHNA, J.

FEBRUARY 3, 2026/R