



2026:DHC:2399-DB



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

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Judgment reserved on: 25.02.2026

Judgment pronounced on: 24.03.2026

Judgment uploaded on: 24.03.2026

+ RFA (COMM) 518/2024 & CM APPL. 70331/2024

SHRI VIRENDER KAUSHIK

.....Appellant

Through: Mr. Vaibhav Sharma, Advocate.

versus

SATISH JINDAL

.....Respondent

Through: Mr. Bhagat Singh, Advocate.

CORAM:

HON'BLE MR. JUSTICE ANIL KSHETARPAL

HON'BLE MR. JUSTICE AMIT MAHAJAN

J U D G M E N T

ANIL KSHETARPAL, J.:

1. By way of the present Appeal, the Appellant seeks to assail the judgment and decree dated 05.07.2024 and 19.09.2024 [hereinafter referred to as 'IJ/D'], passed by the learned District Judge [hereinafter referred to as 'LDJ'], Rohini Courts, Delhi, whereby the recovery suit filed by the Respondent (Plaintiff before the LDJ) came to be decreed in his favour in exercise of powers conferred upon the LDJ under Order XII Rule 6 of the Code of Civil Procedure, 1908 [hereinafter referred to as 'CPC'], holding that the Appellant (Defendant before the LDJ) had made admissions sufficient to warrant a judgment and decree on admission.

2. For the sake of clarity, consistency and ease of reference, the parties in the present appeal shall be referred to in accordance with

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their respective status before the LDJ.

FACTUAL MATRIX:

3. In order to comprehend the issues falling for the consideration before this Bench, relevant facts are required to be noticed.

4. The dispute before this Court finds its genesis in the registered lease deed dated 16.05.2014, executed between the parties with respect to the property bearing shop no. 9A at Apra Plaza, Plot No.29, Road No. 44 Pitampura, New Delhi [hereinafter referred to as 'suit property'], for a fixed period of 5 years, i.e., from 16.05.2014 to 15.05.2019. Under the covenants embodied in the said lease, the parties agreed upon a graduated schedule of rent, the Defendant was obligated to pay a monthly rent at the rate of Rs.55,000/- for the period 16.05.2014 to 15.05.2016, however it was agreed by the parties that no rent would be payable for the period upto 30.06.2014, thereafter the rent stood enhanced to Rs.60,500/- for the period 16.05.2016 to 15.05.2017, further rising to Rs.63,525/- for the period 16.05.2017 to 15.05.2018 and ultimately reaching Rs.66,700/- for the concluding tenure from 16.05.2018 to 15.05.2019.

5. As per the terms of the lease deed, an amount of Rs.2,50,000/- was paid by the Defendant to the Plaintiff at the inception of the lease deed towards an interest-free security deposit, subject to the stipulation that the said amount would be refunded to the Defendant upon handing over the peaceful possession of the suit property and upon clearance of all outstanding dues, if any.



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6. Additionally, the lease deed also provided that in event the Defendant continues to remain in possession of the suit property beyond the date of termination of the lease deed by efflux of time, i.e., beyond 15.05.2019, the Defendant shall be liable to pay damages at the rate of Rs.5,000/- per day for the continued unauthorized use and occupation of the suit property beyond the stipulated term of the Lease Deed.

7. It is not in dispute that possession of the suit property stands handed over to the Plaintiff. However, the precise date of such handing over remains disputed between the parties. On one hand, it is the case of the Defendant that vacant and peaceful possession of the suit property was delivered on 10.12.2020; whereas on the other hand, the Plaintiff asserts that the possession was handed over only on 10.02.2021. Subsequent to the delivery of possession, the Plaintiff instituted the recovery suit and the LDJ *vide* its order dated 04.11.2022, framed the issues for adjudication, thereby appointing a Local Commissioner for the purpose of recording evidence. Simultaneously, the Plaintiff also preferred an application under Order XIV Rule 5 and Order XII Rule 6 read with Section 151 of the CPC, seeking the following reliefs:

“In the light of aforesaid facts and circumstances of the case it is most respectfully prayed before this Hon’ble Court that it may kindly be pleased to:

- a) Recall and/or modify the Orders dated 04.11.2022;*
- b) Issue appropriate orders and directions that Defendant be directed to first lead his evidence and prove the alleged oral tenancy for the period post 15.05.2019;*
- c) Suit to the extent of Rs.3,50,200/- be decreed, being admitted amount;*
- d) Issue appropriate orders and directions that evidence be recorded before this Hon’ble Court instead of Ld. Local*

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Commissioner

e) Pass any other or such further orders as this Hon'ble Court may deem fit and proper in the interest of justice."

8. By way of Order dated 14.12.2023, it was recorded by the LDJ that no evidence has been led on account of pendency of the aforesaid applications. Thereafter, the said applications were heard at length on 03.06.2024, however, on account of a bereavement in the family of the lead counsel representing the Defendant, the matter was adjourned for further hearing on 05.07.2024. On the said date, in the absence of any appearance on behalf of the Defendant, the LDJ proceeded to pass a decree for a sum of Rs.24,30,000/- on the basis of alleged admissions attributed to the Defendant regarding his outstanding liability for payment of rent for the period from 16.05.2019 till 10.02.2021, as also recorded in the Order dated 03.06.2024. It is pertinent to note that, in the said application, the Plaintiff had sought a decree only to the extent of Rs.3,50,200/- against the outstanding amount payable by the Defendant for the period upto 15.05.2019.

9. Aggrieved by the aforesaid judgment and decree of the LDJ, the Defendant approached this Court seeking the correctness of the IJ/D. The matter was taken up for hearing on 16.02.2026, when the parties were heard at length by this Court. However, in view of the consensus arrived at between the parties, the matter was referred for exploring the possibility of an amicable settlement. The said exercise, however, did not fructify, as the parties were unable to arrive at a mutually acceptable resolution.

10. We have heard learned counsel for the parties and with their able assistance have perused the paperbook.

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CONTENTION OF THE PARTIES:

11. Learned counsel appearing on behalf of the Defendant submits that certain incorrect averments may have inadvertently found place in paragraph no.6 of the Written Statement. However, as per the statement of account of the Defendant, rent had been regularly remitted at the rate of Rs.50,000/- per month, after deduction of Rs.5,000/- towards TDS, for the period commencing from 16.05.2019 till 22.12.2020, save and except for a period of three months, namely April, May and June 2020, during which payments could not be made on account of the COVID-19 lockdown.

12. *Per contra*, learned counsel appearing on behalf of the Plaintiff submits that paragraph no.6 of the Written Statement contains a clear and categorical admission on the part of the Defendant with regard to the outstanding balance amount, and that the Defendant cannot now be permitted to resile from or retract the said admission.

ANALYSIS AND REASONING:

13. This Court has duly considered the submission advanced by the learned counsel for the parties. At the outset, since the IJ/D has been passed by the LDJ, on the premise that the Defendant had made admissions in paragraph no.6 of the Written Statement corresponding to paragraph no.6 of the Plaint, we deem it appropriate to reproduce both the paragraphs for the sake of clarity, which are as follows:

“PLAINT:

6. Non payment of rent / delayed payment of rent was regular feature. Defendant used to make on account / running / part payments. Out of total monthly lease rents of Rs 35,26,200/- (rupees thirty five lakhs



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twenty six thousand and two hundred only) payable under the lease only an amount of Rs.31,76,000/-(rupees thirty one lakhs seventy six thousand only) is paid/released (inclusive of tax deducted at source) by defendant. Remaining amount of Rs 3,50,200/- (rupees three lakhs fifty thousand and two hundred only) is still outstanding and payable by defendant. For the period post 15.05.2019, i.e. 16.05.2019 to 10.02.2021 an amount of Rs.31,80,000/-(rupees thirty one lakhs eighty thousand only) @Rs.5,000/-per day is payable by defendant, out of which on account/running payments/part payment(s) of Rs.7,50,000/-(rupees seven lakhs fifty thousand only -inclusive of tax deducted at source) is paid / released by defendant. Remaining amount of Rs 24,30,000/- (rupees twenty four lakhs thirty thousand only) is still outstanding and payable by defendant. These outstanding amounts (3,50,200/- + 24,30,000/-) are payable by defendant along with interest @18% per annum which is the normal rate of interest payable in commercial transactions.

WRITTEN STATEMENT:

6. That no prima facie case is made out against the answering defendants. The Suit may be dismissed with heavy costs.

Para wise reply:

6. That the contents of Para 6 of the plaint are wrong and denied. It is wrong and denied that Non payment of rent / delayed payment of rent was regular feature. Defendant used to make on account/running/part payments. Out of total monthly lease rents of Rs 35,26,200/- (rupees thirty-five lakhs twenty-six thousand and two hundred only) payable under the lease. Only an amount of Rs.31,76,000/- (rupees thirty-one lakhs seventy-six thousand only) is paid/released (inclusive of tax deducted at source) by defendant. Remaining amount of Rs 3,50,200/- (rupees three lakhs fifty thousand and two hundred only) is still outstanding and payable by defendant. For the period post 15.05.2019, i.e., 16.05.2019 to 10.02.2021 an amount of Rs.31,80,000/- (rupees thirty-one lakhs eighty thousand only) @5,000/- per day is payable by defendant, out of which on account/running payments/part payment(s) of Rs.7,50,000/- (rupees seven lakhs fifty thousand only)(inclusive of tax deducted at source) is paid/released by defendant. Remaining amount of Rs 24,30,000/- (rupees twenty-four lakhs thirty thousand only) is still outstanding and payable by defendant. These outstanding amounts (3,50,200/- + 24,30,000/-) are payable by defendant along with interest @18% per annum which is the normal rate of interest payable in commercial transactions. It is submitted that defendant always paid his rent on time regularly and this type of litigation shall liable to be thrown out of the court to save the precious time of the court. "

(Emphasis Supplied)

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14. Upon careful and meaningful reading of paragraph no.6 of the Plaint and the corresponding reply contained in the Written Statement, it becomes manifestly clear that the Defendant, while prefacing the paragraph with a formal denial, has substantially reproduced the averments contained in the Plaint. However, such reproduction appears to be a consequence of defective or inartful drafting rather than a clear, conscious and unequivocal admission of liability.

15. Moreover, a holistic and comprehensive reading of written statement depicts the complete defence made by the Defendant therein. It would not be appropriate to read the contents forming part of the reply to paragraph no.6 on merits in isolation for the entire written statement. At this stage, we also deem it appropriate to highlight that a decree on admission under Order XII Rule 6 of the CPC, can only be passed where the admission is clear, unambiguous, and unequivocal, leaving no room for doubt or controversy.

16. In the present case, the concluding portion of the reply to paragraph no.6 of the Written Statement specifically asserts that the Defendant had regularly paid the rent in a timely manner and that the present litigation is misconceived. The tenor of the paragraph, when read holistically, therefore indicates that the Defendant intended to dispute the claim raised in the Plaint rather than admit the liability as alleged. The mere reproduction of the Plaintiff's pleadings, accompanied by a general denial, cannot ipso facto be construed as an admission of liability so as to justify the passing of a decree on admission.



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17. Furthermore, the material placed on record, including the statement of accounts relied upon by the Plaintiff as well as the Ledger Account produced by the Defendant before the LDJ, prima facie indicates that certain amount was being regularly paid and accepted by the Plaintiff without any objection towards the use and occupation of the suit property. Further, the Defendant asserts that payments at the rate of Rs.45,000/- per month were regularly made, save and except for a limited period of three months during the year 2020 owing to the prevailing circumstances during the COVID-19 lockdown. These aspects, in the opinion of this Court, raise triable issues which necessarily warrant adjudication upon appreciation of evidence.

18. Therefore, it is evident that the controversy between the parties cannot be resolved merely on the basis of the pleadings and that the matter requires a proper trial. In the considered opinion of this Court, the reliance placed by the LDJ upon the said paragraph of the Written Statement to invoke the provisions of Order XII Rule 6 of the CPC, was misplaced, as the pleadings do not disclose any clear or unequivocal admission that would justify the passing of a decree on admission.

CONCLUSION:

19. In view of the foregoing discussion, the present Appeal deserves to be allowed. Accordingly, the Impugned Judgment and Decree passed by the learned District Judge is set aside.

20. The learned District Judge is directed to proceed with the trial



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of the suit in accordance with law, including the recording of evidence of the witnesses. It shall also be open to the learned District Judge, if deemed appropriate, to revisit or modify the issues earlier framed *vide* order dated 04.11.2022, particularly in light of the observations recorded in the order dated 03.06.2024. Additionally, the Plaintiff/Respondent may, if advised, file a fresh application under Order 12 Rule 6 of the CPC.

21. The parties are directed to appear before the learned District Judge on 08.04.2026. The learned District Judge shall thereafter proceed with the matter expeditiously and in accordance with law.

22. It is clarified that the observations made herein are purely prima facie in nature and have been rendered for the limited purpose of adjudication of the present Appeal. The learned District Judge shall decide the suit independently and on its own merits, uninfluenced by any observations made by this Court.

23. The pending application also stands closed.

ANIL KSHETARPAL, J.

AMIT MAHAJAN, J.

MARCH 24, 2026

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