



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

*Reserved on: 08th January, 2026
Pronounced on: 12th February, 2026*

+ **RFA 897/2024**

1. **Ms. Stuti Singh**
2. **Sh. Shohit Chaudhry**
Both presently residing at –
6/2, Ground Floor,
Kalkaji Extension
New Delhi – 110 019
Email: shohitc@gmail.com
+91 9999091964

.....Appellants

Through: Mr. Samrat Nigam, Senior Advocate
with Mr. Siddhant Kumar Singh,
Advocate.

versus

Mr. Deepak Luthra
E-165, East of Kailash,
New Delhi – 110 065
Email: dcmfam@gmail.com
+91 9810269159

.....Respondent

Through: Mr. Syed Aquib Ali and Mr. Syed
Azhar Ayaz, Advocates.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.



1. The present Appeal has been filed under Section 96 read with Order XLI Rule 1 and Section 151 of the Code of Civil Procedure 1908 (*hereinafter referred to as 'CPC'*) against the Order dated 01.10.2024 passed by the Ld. District Judge-07, New Delhi, whereby the Plaint in **CS DJ No. 3194/2024**, was rejected under Order VII Rule 11(a) CPC for non-disclosure of cause of action.
2. ***Briefly stated***, the Respondent, *Mr. Deepak Luthra*, is the owner of the Suit Property, E-165, East of Kailash, New Delhi (*hereinafter referred to as 'Suit Property'*). Appellant No. 1, *Ms. Stuti Singh*, was the *Communications Consultant* working with a Public Relations Consultancy. Appellant No. 2, *Mr. Shohit Chaudhry*, is a lawyer practicing, in the Courts of Delhi.
3. The Appellants jointly in the year 2020-21, took the first floor of the Suit Property of the Respondent up to 31.08.2021, on a monthly lease amount of Rs. 45,500/- and paid an interest-free security deposit of Rs. 91,000/- to the Respondent, *vide* Lease Agreement dated 19.09.2020.
4. It is submitted that during the tenancy, the Respondent and his wife, *Mrs. Chandani Luthra*, repeatedly harassed the Appellants, by frowning and commenting on visits by guests, visitors, and delivery personnel and by making inquiries from the Appellants' maids regarding happenings inside the Appellants' house. The Appellants further alleged that the Respondent placed trunks, luggage, junk and scrap material on the staircase from the rented floor to the terrace and on the landing, where the Appellants' power inverter was installed, thereby obstructing free movement of the Appellants,



their maid and other staff such as electricians, from the said floor to the terrace.

5. It is asserted that on 08.01.2021, when a guest of the Appellants, namely *Mr. Pankaj Agarwal*, entered the Suit Property to visit the Appellants, the Respondent's wife allegedly misbehaved with him, claiming that he had not properly locked the gate of the Suit Property and made him apologise for the incident, before allowing him to access the staircase to reach the tenanted floor.

6. The Appellants also plead an incident dated 02.09.2021 wherein the Respondent is stated to have misbehaved with *Mr. Kartikey Mahajan* and Appellant No. 2 regarding parking outside the Suit Property.

7. Further, on 06.09.2021 the Respondent's wife, who was allegedly at home most of the time, switched off the common light in the stairwell when she saw the Appellants using the staircase, and that she repeated this conduct on several other occasions, until the Appellants vacated the Suit Property.

8. It is submitted that upon two-month renewal of the tenancy on 31.08.2021, the Respondent attempted to make unilateral changes to the Agreement, restricting use of the Suit Property to the residential purposes of self and one domestic help, whereas earlier use by immediate family members was permitted. However, the Appellants prevailed upon the Respondent and the Clause pertaining to immediate family members, was retained.

9. The Appellants further submitted that at the time of vacating the Suit Property and handing over possession on 31.10.2021, the Respondent and his wife created a hue and cry and took about two hours to accept possession



of the vacant floor, checked each electrical and water fitting and raised allegedly frivolous issues, such as the geyser not providing warm water and one air-conditioner not cooling properly, though the Appellants state they eventually satisfied all concerns.

10. It is also submitted that the Respondent and his wife initially declined to refund the full security deposit, made allegedly illegal deductions towards outstanding electricity and gas bills, but eventually refunded the balance amount, on 10.11.2021.

11. On these averments, the Appellants claim to have suffered mental agony, trauma and harassment and instituted Civil Suit, *CS DJ No. 3194/2024 titled "Stuti Singh & Anr. Vs. Deepak Luthra"* **seeking damages of Rs. 15,00,000/- along with interest @ 12% per annum** from the Respondent, for alleged harassment and violation of their right to peaceful and quiet enjoyment of the tenanted property.

12. The Plaint was rejected by Ld. District Judge-07, New Delhi, under Order VII Rule 11 CPC, by observing that the Suit did not disclose a cause of action against the Respondent/Defendant. The Ld. Trial Court held that the Appellants'/Plaintiffs' allegations of misbehaviour by the Defendant's wife, could not fasten liability on the Defendant as she was not a party, and the claim founded on the incident dated 08.01.2021, was barred by limitation since the Suit was filed on 24.08.2024.

13. **The Appellants have challenged the rejection of the Suit, *inter alia*, on the grounds that** the Ld. Trial Court exceeded the limited scope of Order VII Rule 11(a) and undertook a "*roving enquiry*" of the merits of allegations. It was further contended that if on a plain reading, the Plaint



discloses any cause of action “*howsoever trivial*”, the court ought to proceed to trial, rather than dismiss the Plaint at a preliminary stage.

14. The Appellants further agitated that the Ld. Trial Court erred in treating the claim arising from an incident dated 08.01.2021 as time-barred. The Appellants contend that there exists a continuing cause of action till their vacation of the Suit Property dated 31.10.2021 and the Suit is within the limitation period, in view of the Hon’ble Supreme Court’s Order in *Suo Moto Writ Petition No. 3 of 2020*, which, *inter alia*, excluded the Covid-19 period for limitation from judicial proceedings.

15. The Respondent in his Reply to the Appeal, has submitted that he is a senior citizen, aged about 78 years, and the Appellants vacated the Suit Property on 31.10.2021. The Suit for Rs. 15 lakhs, which is more than two and a half times the total rent paid, was filed nearly *three years after vacation*, with the intent to exert undue pressure and amounts to abuse of process. The Respondent claimed that the plaint is manifestly vexatious and contains general allegations without material particulars.

16. It is further submitted by the Respondent that the *matter is barred by limitation* and predominantly targets acts attributed to the Respondent’s wife, who is not a party and not pleaded to have acted at the Respondent’s behest. Even the incident involving the Appellants’ guest on 02.09.2021 is pleaded as a dispute about a vehicle parked outside the Suit Property, which cannot be made a basis to claim “*mental harassment*” and consequent damages against a Landlord.

Submissions heard and record perused.



17. Essentially, the case pertains to a tenancy dispute founded on alleged misbehaviour of the Respondent with guests of the Appellant; inconvenience due to articles on common staircase and landing; disagreements during renewal negotiations; an altercation regarding a guest's vehicle parked outside the Suit Property, and delayed return of security deposit.

18. The main issue before this court is: ***whether the Suit of the Appellants disclosed a cause of action.***

19. ***First***, a substantial part of the averments pertains to alleged misbehaviour by the Respondent's wife, *Mrs. Chandani Luthra*, towards the Appellants' visitors and turning off of the common light. The Respondent's wife is not impleaded as a party, and the Complaint does not plead foundational facts to fasten civil liability for damages upon the Respondent for the independent conduct of his adult spouse. In the absence of such pleadings, the Appeal fails to disclose how the Respondent, in law, became liable to pay damages for alleged acts committed by another.

20. ***Second***, as regards the placing of articles like trunks, luggage, junk and scrap material on the staircase, it is claimed by the Appellants that their maid got injured due to sharp edges of material lying in the staircase. Moreover, on two occasions an electrician along with Appellant No. 2 himself, sustained similar injuries while tending to the power inverter.

21. The Pleading, however, contains averments which are generalized assertion of inconvenience and isolated incident of injury and do not state the material particulars, the dates or circumstances of the alleged injuries to the maid, electrician and Appellant No. 2, nor does it plead specific medical expense, loss of work, or quantifiable pecuniary loss attributable to the



Respondent, to substantiate a cause of action for civil claim for damages. **Such vague averments with no specific details, do not disclose any cause of action.**

22. Additionally, from the photographs filed by the Appellants as part of their pleadings, there appears to be no major obstruction on the staircase/landing, for the Appellants to access their premises. At best, such incidents may reflect some inconvenience, but did not deprive the Appellants from absolute enjoyment of the tenanted property.

23. *Third*, the grievance regarding *renewal of tenancy terms*, and for retaining the clause permitting immediate family members, does not disclose any breach resulting into a legal injury, for which damages may be claimed. It was merely a negotiation of terms during renewal which, as admitted, ended in the Appellants' favour and the term was retained, as desired by the Appellants. The negotiations of terms for continuation of Lease for two months by no parameter of law, can be termed as harassment.

24. *Fourth*, the incident dated 02.09.2021 relating to an altercation about a vehicle parked outside the Suit Property, as pleaded, is not shown to have resulted in any legally actionable interference with the Appellants' possession of the tenanted Suit Property, to ground a claim for damages for breach of quiet enjoyment. The Pleading, read as a whole, reflects a neighbourhood parking discord, rather than an interruption of the Appellants' lawful occupation and quiet enjoyment of the demised Suit Property.

25. *Fifth*, the allegations that the Respondent and his wife took time to accept possession and to check the fittings and appliances at the time of



vacating, do not disclose any legal wrong; such verification, as pleaded, is consistent with ordinary inspection practices at the time of handover and in the security deposit was eventually settled between the parties on 10.11.2021. The Respondent may have been cautious, in ensuring that all bills were cleared and there was no damage to the fittings and fixtures, but that would be done by any Landlord and cannot be termed as an act of harassment or interference in peaceful enjoyment of Suit Property or harassment of the appellants. Admittedly, the security amount was returned to the Appellants.

26. It is well-settled law that for the purposes of Order VII Rule 11(a), the Court must read the plaint as a whole to determine whether it discloses a cause of action; the averments in the plaint are assumed to be correct for this limited scrutiny.

27. Equally, the existence of a “*cause of action*” is not a matter of form: the plaint must plead the material facts which, even if accepted in entirety, disclose a legal right in the Appellant and a corresponding legally actionable wrong by the Respondent, giving rise to a right to sue for the relief claimed.

A plaint that narrates general vague averments without specifics as to the incidents or without pleading the essential constituents of a claim for damages, cannot be permitted to proceed as a trial. It is well settled that such a Suit, which is bereft of any cause of action, cannot be taken up for trial; the frivolous litigation needs to be nipped in the bud.

28. The Appellants have placed reliance on Izzat Ali vs. Muhammad Sharafatullah Khan, AIR 1917 All 355, Liverpool and London S.P. & I Asson. Ltd. vs. M.V. Sea Success I and Ors., (2004) 9 SCC 512, Mayar



(H.K.) Ltd. and Ors. vs. Owners and Parties, Vessel M.V. Fortune Express and Ors., (2006) 3 SCC 100, and C. Anantha Baskaran vs. S. Venkatesan and Ors., (2022) 4 MLJ 242, to contend that even a *trivial cause of action*, must go to trial.

29. However, where the averments made in the Complaint even if accepted as true, fails to disclose the essential material facts constituting even a trivial triable issue/ cause of action, it does not warrant a full trial.

30. The Appellants have invoked the implied covenant of *quiet enjoyment under Section 108(c) of the Transfer of Property Act*. The jurisprudence on quiet enjoyment recognises that actionable interference is of a nature that deprives the tenant of the *beneficial enjoyment and use of the property, akin to a constructive eviction in appropriate cases*.

31. On the Appellants' own showing, they continued in possession during the term and vacated upon expiry of the Lease Agreement; the Pleadings, even if accepted, do not set out material facts indicating any deprivation of beneficial enjoyment of the demised property that would sustain a money claim of 15,00,000 with interest @12% per annum for damages, against the Respondent.

32. The Respondents took an objection that the Suit, even otherwise, was barred by **limitation**. The Suit Property was taken on rent on 19.09.2020 and vacated on 31.10.2021. The Suit was filed on 09.08.2024; the Appellants are entitled to the benefit of the COVID exclusion, from 15.03.2020 till 28.02.2022. The Suit cannot be held as barred by limitation.

33. For the foregoing reasons, there is no ground to interfere with the Impugned Order dated 01.10.2024 rejecting the Complaint under Order VII Rule



11(a) CPC, on the ground of non-disclosure of a legally enforceable cause of action.

34. The Appeal is accordingly, **dismissed**.

35. Pending Applications, if any, also stand disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

FEBRUARY 12, 2026/N