



\$~8

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

+ RFA 87/2026, CM APPL. 5444-5446/2026

BHUPINDER PAL SINGHAppellant

Through: Appearance not given.

versus

PREM NATH NANGIA (DECEASED)

THROUGH LRS.

.....Respondent

Through: Mr. Zeeshan Diwan, Mr. Krishna Datta Multani, Mr. Joel James, Mr. Harsha, Ms. Ankita Yadav, Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

03.02.2026

%

1. Regular First Appeal under Section 96 CPC read with Order XLI CPC has been filed on behalf of the Appellant, to challenge the Judgment and Decree dated 05.08.2025 passed by learned District Judge under Order XII Rule 6 CPC whereby the Suit for Possession filed by the Respondent has been decreed.

2. The **brief facts** are that a Suit for Possession and Mesne Profits was filed by the Respondent, against the Appellant Tenant. It was asserted that the Appellant was inducted as a tenant in the premises bearing No.J-397, 2nd Floor, New Rajinder Nagar, New Delhi, admeasuring 107.03 Sq. Mtrs. vide a Lease Deed dated 16.08.2016 for a period of 11 months @ Rs.43,000/- per month. On expiry of the Lease period, it was renewed for further 11 months vide Agreement dated 07.09.2017 for 11 months at the enhanced rent of Rs.45,000/- per month, on similar terms and conditions.



3. The Plaintiff/Respondent claimed that the Appellant defaulted in payment of rent several times, and an e-mail dated 03.07.2017 was sent to the Appellant indicating an inclination not to renew the Lease Agreement after expiry of 11 months w.e.f 31.07.2018. A further request was made to the Appellant to vacate the premises and to clear the outstanding dues on account of non-payment of rent for preceding five months from February, 2018 to July, 2018. Despite Notice and receipt of e-mail, the Appellant failed to pay the arrears of rent which had accumulated to Rs.8,82,000/-. A Legal Notice dated 07.10.2019 was issued despite which the Appellant failed to vacate the premises. Hence, the Suit for possession, was filed.

4. **The Defendant/Appellant in his Written Statement** denied that he was in illegal Possession of the Suit property. It was asserted that the relationship with Plaintiff changed from Landlord and Tenant, to that of a Lessor and Lessee, as the Defendant had on various occasions made a cumulative payment of Rs.15 lakhs to Pankaj Nangia who was claiming himself to be an Attorney of the Plaintiff at his Office/Residence Office, due to ill health of the Plaintiff.

5. Subsequently, an Application under Order VI rule 17 CPC was filed and the amount was enhanced from Rs.15 lakhs to Rs.45 lakhs.

6. The Application under Order XII Rule 6 CPC was filed by the Respondent for a Judgment on Admissions.

7. The **learned District Judge** considered the rival contentions of the parties and held that the relationship of Landlord-Tenant was not disputed. The existence of a fresh Lease Deed dated 16.08.2016 for a period of 11 months and a subsequent Lease Agreement dated 07.09.2017, was admitted by the Appellant. The Legal Notice was duly served upon the Appellant,



though its service was denied by him.

8. The learned District Judge considered the defence of the Appellant that he had paid on various occasions a cumulative amount of Rs.45 lakhs. It was held that firstly that the defence taken in the Written Statement, was vague.

9. The Appellant had tried to improve and inaccurate its defence in his Reply to the Application under Order XII Rule 6 CPC, by claiming that there was an execution of another Lease Deed i.e. the third Lease Deed dated 04.01.2019 between Prem Nath Nangia and Defendant for a period of ten years. As per the Appellant, there was a recital in the said Lease Deed that sum of Rs.45 lakhs has been received by the Plaintiff/Respondent on various occasions which would remain as a security and no rent would be payable by the Appellant for the next ten years and the monthly Lease amount would be adjusted from the interest which is accruing on the said amount. After expiry of period of ten years, the Respondent/Plaintiff shall return the said amount.

10. The learned District Judge observed that mere raising of a defence, is not sufficient and held it to be a superfluous defence and rejected the same.

11. In the light of the admissions of the Defendant, the Application under Order XII Rule 6 CPC was allowed and the Defendant/Appellant was directed to hand over vacant and peaceful Possession of the Suit property to the Plaintiff and the Appellant was also directed to pay Occupation/User Charges allowed vide Order dated 05.06.2024 till the vacation of the Suit property.

12. **In the present Appeal**, the only ground which has been agitated on behalf of the Appellant, is that a specific defence had been taken about there



being a Lease Deed of 2019, which permitted the Appellant to continue in premises for next ten years.

13. Learned counsel on behalf of the Appellant has contended that this document is not in his possession, but is in the power and possession of the Respondent and, therefore, it requires evidence to be led on this aspect. It is further asserted that there is no admission of arrear of unlawful possession. There is existence of issues and, therefore, the impugned Judgment be set aside.

14. **Learned counsel for the Respondent** has contended that there is no subsequent alleged Lease Deed, which has been agitated by the Appellant. There is no merit in the present Appeal, which may be dismissed.

Submissions heard and record perused.

15. It is not in dispute that the Appellant entered into the Suit property as a tenant vide Rent Agreement dated 16.08.2016 which was subsequently renewed vide Lease Deed dated 07.09.2017 for a period of 11 months.

16. The defence which has been taken by the Appellant to claim that a subsequent Lease Deed dated 04.01.2019 was executed, wherein the Appellant had paid a sum of Rs.45 lakhs, the interest of which was to be adjusted towards rent for the next ten years, after which this Rs.45 lakhs was returnable by the Respondent/Plaintiff.

17. The **first thing** which emerges is that this defence of there being a subsequent Lease Deed of 04.01.2019, never found any mention in the Written Statement. All that was being claimed is that from time to time amounts have been given to the Plaintiff, which was initially claimed to be Rs.15 lakhs but subsequently by way of an Amendment was enhanced to Rs.45 lakhs.



18. **Secondly**, this plea of Lease Deed dated 04.01.2019 has emerged for the first time in a Reply to the Application under Order XII Rule 6 CPC. While there is a vague claim that sum of Rs.45 lakhs had been paid from time to time, there is nothing to even prima facie suggest that any such amount was ever given.

19. The **third aspect** which is of immense significance, is that reliance is placed on alleged Lease Agreement of 2019, but there is not a trace of this document on the record. A specious plea has been taken that this document is not in power and possession of the Appellant, but is with the Plaintiff/Respondent. No Notice under Order XII Rule 8 CPC even been given by the Appellant to seek the production of this document.

20. Moreover, the shift in the defence being taken in the Written Statement and in the Application under Order XII Rule 6 CPC, clearly reflects that it is a defence being taken only for defeating a Decree under Order XII Rule 6 CPC. There is absolutely no basis for claiming the existence of this alleged Lease Deed.

21. The learned Trial Court has rightly observed that there was a Notice duly served upon the Appellant. Even if the contention of the Appellant is believed that he was not served with the Notice, the filing of the Suit itself was a Notice, as has been held by the Apex Court in the case of Nopany Investments (P) Ltd. vs. Santokh Singh (HUF), (2008) 2 SCC 728.

22. No triable issue whatsoever, had been raised by the Appellant. The Application under Order XII Rule 6 has been rightly allowed by the learned District Judge. There is no merit in the present Appeal which is hereby, dismissed.



23. The Appeal stands disposed of accordingly along with the pending Application(s).

NEENA BANSAL KRISHNA, J.

FEBRUARY 3, 2026/va