



\$~17

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% **Date of decision: 21.09.2026**

CNR No. DLHC010071042023

+ **FAO (COMM) 55/2023 & CM APPL. 10410/2023**

JATIN GUPTA

.....Appellant

Through: **Mr. B S Chauhan & Mr. Ranvir Singh, Adv.**

versus

POONAM GUPTA & ORS.

.....Respondents

Through: **Mr. Kunal Malik, Adv.**

CORAM:

HON'BLE MR. JUSTICE AVNEESH JHINGAN

HON'BLE MS. JUSTICE SHAIL JAIN

AVNEESH JHINGAN, J. (ORAL)

1. This appeal is filed aggrieved of the order dated 15.12.2022 passed by the District Judge (Commercial Court), North-West District, Rohini Courts, Delhi.

2. The brief facts are that the respondents no.1 to 3/plaintiffs in CS(COMM.) No.364/2022 filed a suit for possession, recovery of rent and permanent injunction with mesne profits. The appellant and Sh.Raj Kumar were the defendants. It was pleaded that the plaintiffs are the joint and absolute owners of the suit property. A registered lease agreement dated 09.03.2018 was executed between the plaintiffs and the appellant (Jatin Gupta). The tenancy commenced w.e.f. 01.04.2018 for a period of five years for a monthly rent of Rs.1,50,000/-. The appellant paid rent for April, 2018 and thereafter in



January, 2019 handed over three cheques totalling Rs.11 lakhs and had not made any further payment. In the suit, an application under Order XXXIX Rule 10 CPC was filed.

2.1 The appellant in the written statement challenged the execution of the rent agreement and denied the landlord-tenant relationship. The case set up was that the property was not taken on rent but was given in partnership for opening a bar in the suit property. The pleadings were that Sh. Lokesh Gupta, husband of respondent no.3 had offered the appellant that Sh. Raj Kumar shall take the suit property on rent and after obtaining the bar license pay rent @ Rs.4.5 lakhs per month and give a security of Rs.11 lakhs. The suit property was handed over to Sh. Raj Kumar, Rs.11 lakhs was deposited in the account of the appellant and bar was opened in the suit property. The suit property remained with Sh. Raj Kumar till June, 2019. It is claimed that the appellant had invested Rs.60 lakhs in the repair and furnishing of the property for converting it into a bar and had not earned anything from the investment.

2.2 Sh. Raj Kumar also filed a written statement wherein it was stated that the bar license was not issued and consequently, the rent of Rs.4.5 lakhs per month was not paid but the keys were handed over to the appellant after receiving back the security amount. The Commercial Court, considering the registered lease deed and the payments made by the appellant passed the order directing the appellant to clear the arrears of rent within three months. Hence, the present appeal.

3. Learned counsel for the appellant contends that the Commercial



Court erred in not considering that there was no admission of landlord-tenant relationship between the appellant and respondents no.1 to 3. The submission is that the rent agreement is a forged document and the stamp paper worth Rs.38,300/- was purchased on 08.02.2018 in the name of Smt. Saroj Bala who expired on 26.08.2017. It is argued that Smt. Saroj Bala had no concern with the suit property yet the stamp paper was purchased in her name.

4. Learned counsel for the respondents no.1 to 3 defends the impugned order contending that Smt. Saroj Bala was one of the owners of the suit property and inadvertently the stamp paper was purchased in her name though she expired on 26.08.2017. However, a rectification certificate was issued on 09.03.2018 whereby the name of Smt. Saroj Bala was substituted by Smt. Raj Rani and others. It is canvassed that the lease agreement is a registered document and the appellant in pursuance of this agreement had made payments and the landlord-tenant relationship is established.

5. Order XXXIX Rule 10 CPC provides that the court may order deposit in Court or delivery to the last-named party of a money or other thing held by another party as trustee or admitted by the other party to belong or be due to such party.

6. The defence set up by the appellant was that at the instance of Sh. Lokesh Gupta the suit property was handed over to Sh. Raj Kumar for opening a bar for a rent of Rs.4.5 lakhs per month.

7. It would be relevant to note that Sh. Raj Kumar is not a party to the rent agreement. The Commercial Court rightly considered that in view of the registered document and the appellant having acted



thereupon, the landlord-tenant relationship was there and any contrary submission in the written statement cannot be accepted at this stage. There was no specific denial by the appellant of not having paid the rent from May, 2018 to January, 2019 and there was a balance due amount of Rs.16 lakhs till the filing of the suit.

8. The valiant effort of learned counsel for the appellant to contend that it is a case of forgery and the stamp paper having been purchased in the name of a dead person is of no avail. Learned counsel for the appellant is not in a position to dispute that the rectification certificate was issued on 09.03.2018 whereby the name of Smt. Saroj Bala on the stamp paper was substituted by Smt. Raj Rani and others. Nothing is brought to the notice of this Court that this rectification certificate is under challenge.

9. It would be apposite to note that learned counsel for the appellant relied upon the cross-examination of Smt. Poonam Gupta (respondent no.1) to emphasise that apart from the plaintiffs there was another owner of the suit property. Suffice to say that the lease agreement was between the three plaintiffs and the appellant and the title of the plaintiffs even in view of the cross-examination of Smt. Poonam Gupta is not being disputed.

10. The contention that after the oral partnership, Sh. Raj Kumar had to pay Rs.4,50,000/- rent per month from the starting of the bar business does not establish the obligation of the appellant to pay rent to the plaintiffs was diluted or was dependent upon receipt of the rent from Sh. Raj Kumar.

11. There is no factual or legal error in the impugned order.



12. The appeal is dismissed. All pending applications stand disposed of.

13. It is clarified that the observations made by this court shall not be construed as an opinion on the merits of the case and these are only for the purpose of disposing of the appeal.

AVNEESH JHINGAN, J

SHAIL JAIN, J

SEPTEMBER 21, 2026

Ch

Reportable: Yes