



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

% *Reserved on: 29th January, 2026*

Pronounced on: 13th April, 2026

+ **RSA 23/2026, CM APPL. 6232-6234/2026**

GULSHAN KHURANA

C/o Shop No.3517/11 & 3517/12

Kumar Building, Qutub Road,

Sadar Bazaar, Delhi.

.....Appellant

Through: Mr. Sumit Goswami, Advocate

versus

MANJU MONGA

W/o Sh. Rajender Monga

R/o A-14, Church Compound, Bajoria Road,

District Saharanpur, U.P.

.....Respondent

Through: Ms. Anju Lal and Ms. Shalu Lal,
Advocates

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. This Regular Second Appeal has been preferred under Section 100 of the Code of Civil Procedure, 1908 (CPC), assailing the Judgment and Decree dated 31.10.2025, passed by the Ld. District Judge-12 (Central), Tis Hazari Courts, Delhi in RCA No. 119/2024, whereby the learned First Appellate Court has upheld and affirmed the Judgment and Decree dated 19.07.2024, passed by the Ld. Civil Judge-08 (Central), Tis Hazari Courts, Delhi in Civil Suit No. 3629/2019, *vide* which the suit of the Plaintiff/Respondent for possession, recovery of arrears of rent and *mesne profits* has been decreed.



2. **The brief facts**, as emerging from the record, are that the Plaintiff/Respondent filed Civil Suit No. 3629/2019, for ejection and recovery of *mesne profits*/rent. The Defendant was inducted as a tenant in the year 2001 in respect of Shop No.3517/11 and 3517/12 situated on First Floor, Kumar Building, Qutub Road, Sadar Bazar, Delhi (*hereinafter referred to as the 'Suit Property'*) on a monthly rent of Rs.13,500/- besides electricity and water charges. The rent was payable in advance on the commencement of each calendar month.

3. The Defendant failed to pay rent for the month of August and September, 2019 despite repeated requests. A Notice dated 19.09.2019 was sent to the Defendant terminating his tenancy and seeking recovery of peaceful and vacant Possession. He was also asked to pay the arrears of rent.

4. The Notice was duly served upon the Defendant/Appellant on 23.09.2019 and the one sent through Speed Post was served upon him on 25.09.2019, but he failed to comply with the same. The Suit for Possession, Recovery of Arrears of Rent/*Mesne Profits* @ Rs.40,500/- was thus filed by the Plaintiff/Respondent.

5. **The Appellant/Defendant had contested the Suit and filed his Written Statement**, wherein he had asserted that the Plaintiff/Respondent had suppressed material facts. It was admitted that the Plaintiff was the owner of the property and the Defendant was a tenant. It was clarified that in respect of Suit Shop bearing No.3517/11, the rent was Rs.1200/- per month while for the Shop No.3517/12 the rate of rent was Rs.1800/- per month.

6. It was further submitted that since the rent was less than Rs.3,500/-, the Suit for Recovery of Possession was barred under *Delhi Rent Control*



Act, 1958 and the Suit is liable to be rejected under Order VII Rule 11 CPC.

7. On merits, all the averments made in the Suit with regard to the rate of rent were denied. It was also denied that the rate of rent was Rs.13,500/- per month.

8. The Defendant admitted receiving the Legal Notice, but asserted that he thereafter had a talk on telephone with the husband of the Plaintiff who assured him that there was nothing to worry and that the Notice got issued due to a misunderstanding.

9. It is further submitted that in the year 2018 the Suit property required repairs as the Plaintiff along with her brother from the roof damaged the ceiling. The Defendant had requested the husband of the Plaintiff for repairs, but the husband refused to do so. The water was leaking from the roof because of which the goods of the Defendant worth more than one lakh got damaged. The Defendant, therefore, stopped paying the rent and no money Decree can be passed against him.

10. The Defendant further asserted that the brother of the Plaintiff was the owner of one shop in the same building and had sold it for Rs.5 lakhs in the year 2016. It was at the same time that the Defendant had requested the Plaintiff to sell the Suit property to the Defendant and the Plaintiff along with her husband had agreed to sell the Suit Property for a total sale consideration of Rs.10 lakhs.

11. However, the Defendant was not having total sale consideration amount and thus, it was agreed between both the parties, that Defendant shall pay Rs.10,000/- per month to the Plaintiff and Rs.3,500/- as a rent for the Suit Property. The total amount of Rs.13,500/- was thus, agreed to be paid by the Defendant through transfer in the Account of the Plaintiff and



since then Defendant has been regularly transferring the amount in the account of the Plaintiff.

12. It is further submitted that in the year 2018 the Defendant was ready to pay the consideration amount to the Plaintiff, but the Plaintiff refused to take the amount. Despite there being oral talks between the parties in the year 2016 about the sale of the property and it was agreed that the consideration amount shall be paid by the Defendant in three years. The Defendant thus, claimed that he was always ready and willing to pay the consideration amount encashing his FDR from the Bank in November and December, 2018. It was thus, submitted that the Suit of the Plaintiff was not maintainable and liable to be dismissed.

13. The Plaintiff in the **Replication** reaffirmed his case as stated in the Plaint and denied the allegations made in the Written Statement.

14. Issues on the pleadings were framed on 24.03.2023, as under :

(i) *Whether the Plaintiff is entitled for decree of ejection of defendant from the suit premises, as prayed for? OPP*

(ii) *Whether the plaintiff is entitled to recovery of money in the sum of Rs.40,500/- towards arrears of rent/ mesne profits for the period from 01.08.2019 till 31.10.2019, as prayed for? OPP*

(iii) *Whether the plaintiff is entitled to mesne profits for unauthorized use and occupation of the suit premises by the defendant from the institution of the suit till recovery of possession? If so, at what rate? OPP*

(iv) *Whether the plaintiff is entitled to pendent lite and future interest? If so, at what rate and for which period?*

(v) *Whether any agreement to sell qua suit premises was entered into between the parties for a total sum of Rs.10,00,000/- in the year 2016? OPD*



- (vi) *Whether the defendant was paying a sum of Rs.10,000/- per month to the plaintiff since 2016 towards part payments of sale consideration of the suit premises? OPD*
- (vii) *Whether the defendant was paying a sum of Rs.3500/- per month towards rent to the plaintiff? OPD*
- (viii) *Relief.*

15. The **Plaintiff in support of her case examined herself as PW1** and tendered her evidence as *Ex.PW1/A*.

16. The **Defendant appeared as DW1** and deposed on similar lines in his Affidavit of Evidence as his defense.

17. The learned Civil Judge on appreciation of the evidence observed that the Defendant/Appellant had failed to prove any Agreement for Purchase of the property. It was further held that the Defendant had admitted in his Evidence that he was initially paying Rs.12,000/- as rent to the Plaintiff which was revised in the year 2016-17 to Rs.13,500/-. His claim of there being an Agreement to Sell or that the sale consideration was to be paid in monthly installments of Rs.10,000/- was not believed. The Defendant had even failed to even *aver* the existence of any Agreement to Sell executed between the parties, nor any details were forthcoming. Hence, it was disbelieved that there was Agreement to Sell between the parties.

18. It was further observed that the Defendant had admitted the Plaintiff to be the owner of the Suit property. From the admissions of the Defendant and the Statement of Account dated 01.11.2019, *Ex.PW1/2* which reflected the payment of rent by the Defendant established the relationship of landlord-tenant between the parties. Moreover, the Defendant in his Written Statement as well as during the trial had admitted the relationship of



landlord-tenant, which stood established.

19. The tenancy was terminated by a Legal Notice under Section 106 of the *Transfer of Property Act, 1882*, the service of which had been admitted by the Defendant. Furthermore, the Defendant had also admitted that he had stopped making payment of rent to the Plaintiff since August, 2019, thereby admitting that he was in arrears of rent. From the admissions of the Defendant/Appellant, the rate of rent was held to be proved as Rs.13,500/- and the Defendant was held to be in arrears of rent for the month of August and September, 2019.

20. Thereafter, the *Mesne Profits* were also granted @ Rs.13,500/- per month w.e.f. 01.10.2019, till the date of handing over of Possession along with future interest @ 8% per annum from the date of Judgment till actual realization. The *pendente lite* interest @ 8% per annum was directed to be aggregated on the annual rent i.e. from December, 2019 to December, 2020 on the annual rent of each year till the Possession was handed over by the Defendant.

21. A Regular Civil Appeal DJ No.119/2024, was filed by the Defendant/Appellant wherein the learned District Judge upheld the findings of the learned Sr. Civil Judge on the arrears of rent as well as the findings in regard to there being no Agreement to Sell. The Judgment of Eviction/*Mesne Profits* was therefore, upheld.

22. Aggrieved by the Judgment, the present Regular Second Appeal has been filed.

23. *The grounds of challenge* are that the Plaintiff had not been able to prove that she was the sole owner of the Suit property as no document in this regard had been filed on record. Further, as per *Section 17(1)(d) The*



Registration Act, 1908, it is compulsory to register any Lease of immovable properties if it is for a term exceeding 12 months. In the case, the Appellant was carrying on business as a tenant in the Suit property since 2001.

24. The Plaintiff filed the Rent Agreement between Manoj Kumar and Gulshan Khurana. The Trial Court has failed to consider that Rs.1,00,000/- had been paid by the Appellant to the Respondent for the execution of Agreement to Sell in respect of the Suit property to determine and identify which has not been considered. The Statement of Account *Ex.PW1/2* shows some payment made in the Account of the Appellant. The Respondent has failed to place any other document on record to prove that Appellant had been paying the rent @ Rs.13,500/- per month.

25. The Respondent/Plaintiff had admitted in the cross-examination that Appellant had given the rent either to her brother in cash or to her in the account in Punjab National Bank. The documents that Respondent has exhibited shows the Statement of Account of Bank of Baroda and no other statement or document relating to Respondent's Bank Statement has been filed or exhibited. There is lack of documentary evidence in support of the case of the Respondent. A prayer is, therefore, made that the Judgment and Decree dated 19.07.2024 of learned Senior Civil Judge and the Judgment in First Regular Appeal dated 31.10.2025 upholding the Judgment of Senior Civil Judge be set aside.

Submissions heard and record perused.

26. First and foremost, the Defendant in the Written Statement had not denied the relationship of landlord-tenant between the parties. Overwhelming evidence had been produced by the Respondent to show that the rate of rent which was last paid was Rs.13,500/-. In fact, the Defendant



had also admitted paying this amount but claimed that Rs.10,000/- were towards monthly installment and the rent was only Rs.3,500/- per month.

27. Therefore, there was admission of relationship of landlord-tenant between the parties and of the rent. The Defendant further admitted the service of Legal Notice of Termination. Therefore, all the ingredients for Suit for Possession, *Mesne Profits*, and Arrears of Rent were proved and had been rightly so held by the learned Senior Civil Judge and these findings had been upheld by the learned Appellate Court.

28. A plea had been taken by the Appellant that there was an understanding in 2016 that the property would be purchased by the Defendant/Appellant for total sale consideration of Rs.10 lakhs to be paid in a period of three years and that it was further agreed that Rs.10,000/- would be paid by way of monthly installment.

29. However, both the learned Senior Civil Judge as well as the Appellate Court had held that there was no specific Deed or any document in support of Agreement to Sell and even the Bank Statements did not reflect that any amount of Rs.1 lakh towards the execution of the Agreement to Sell was ever given by the Appellant/Defendant. It was also held that the monthly payment being made were towards the monthly rent and not as installment towards the sale consideration.

30. In the end, the Appellant has also asserted that the Respondent had not placed on record any document of ownership. However, *Section 116 of Indian Evidence Act, 1872*, provides that where a person who takes a property on rent from a landlord, he is estopped from challenging the Title of the landlord. Herein, admittedly the Appellant had entered the property as a tenant from the Respondent. Therefore, he cannot now challenge the



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ownership of the Respondent in the Suit property.

31. In the end, it may be observed that there is no Substantial Question of Law, which has been raised in the present Regular Second Appeal. The grounds of appeal reflect that challenge is only to the facts of the case, which is beyond the scope of the Regular Second Appeal. There is no merit in the present Appeal, which is hereby, dismissed.

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

**(NEENA BANSAL KRISHNA)
JUDGE**

APRIL 13, 2026/va