



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

% *Reserved on: 29th January, 2026*

Pronounced on: 17th April, 2026

+ **RFA 1002/2023, CM APPL. 66567/2023 & CM APPL.
66569/2023**

1. **M/S B.R. INDUSTRIES & ANR.**

CB-207, Ring Road, Naraina
New Delhi-110028.

2. **SH. RAJEEV SRIVASTAVA**

Sole Proprietor
M/s B.R. Industries,
R/o B-20, Asta Park,
Hari Nagar, New Delhi-110064.

.....Appellants

Through: Mr. Raj Singh Rana, Ms. Monika
Rana and Ms. Arti, Adv.

versus

SMT. KAILASHWATI

W/o Late Sh. Pyare Lal
R/o CB-317, Ring Road,
Nariana, New Delhi.

....Respondent

Through: Mrs. Parveen Rawal & Mr. Shashank
Sachdeva, Adv.

+ **RFA 1004/2023, CM APPL. 66670/2023**

1. **M/S B.R. INDUSTRIES & ANR.**

CB-207, Ring Road, Naraina
New Delhi-110028.

2. **SH. RAJEEV SRIVASTAVA**

Sole Proprietor
M/s B.R. Industries,
R/o B-20, Asta Park,
Hari Nagar, New Delhi-110064.

.....Appellants



2026:DHC:3198



Through: Mr. Raj Singh Rana, Ms. Monika
Rana and Ms. Arti, Advs.

versus

SMT. SANGEETA GUPTA
W/o Late Sh. Sunil Kumar Gupta
R/o CB-317, Ring Road,
Nariana, New Delhi.

....Respondent

Through: Mrs. Parveen Rawal & Mr. Shashank
Sachdeva, Advs.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The aforesaid two Regular First Appeals have been filed under Section 96 of the Code of Civil Procedure, 1908 (*hereinafter referred to as 'CPC'*) read with Order XLI CPC are decided together, as they arise from similar facts.
2. The two Regular First Appeals have been filed against the Judgment dated 31.07.2023, whereby *the Suit of the Plaintiffs/Respondents for Possession, Arrears of Rent, Damages and Mesne Profits, has been decreed.*
3. The **brief facts in RFA Nos.1002/2023 and 1004/2023** are that the Respondent Smt. Kailashwati is the absolute and exclusive owner of property bearing No. CB-207, Ring Road, Naraina, New Delhi. Late Sh. Pyare Lal, husband of the Respondent/Plaintiff in the year 2008, *let out one room/shop* in the aforesaid property to *Defendant No.2/Rajeev Srivastava*, who is the sole proprietor of Defendant No.1, on a monthly rent of Rs. 4,000/- per month excluding electricity and water charges.



4. The *second tenancy was created in the year 2014* with respect to property bearing No. CB-210, Ring Road, Naraina, New Delhi, when Late Sh. Sunil Kumar Gupta, husband of the Respondent/Plaintiff let out three rooms on the first Floor of the aforesaid property to Defendant No. 2 on a monthly rent of Rs. 17,000/- per month, excluding electricity and water charges.
5. The Plaintiff had further asserted that Rajeev Srivastava, Defendant No.2 had represented himself as the proprietor of Defendant No.1 and purported himself to be a very well-connected person and also gave an impression that he was an undercover agent of RAW and worked with Intelligence Bureau (IB).
6. To put further pressure of his false identity, he claimed himself to be a Major in the Indian Army, but on being asked to show his ID Card or any proof, he only gave false excuses and also took shelter of Army Code of Conduct. The Plaintiff's husband innocently believed the representations of Rajeev Srivastava and did not consider it desirable to double check his assertions regarding his job profile and agreed to give one room of the property on rent.
7. It was asserted that Defendant No.2 was a habitual defaulter in paying the rent since January, 2018. On repeated requests of the Plaintiff Smt. Kailashwati (Plaintiff in Civil Suit No. 530/2020), the Defendant No.2 issued a Cheque No. 061564 dated 14.08.2020, for a sum of Rs. 3,00,000/- towards arrears of rent, water and electricity charges in favour of Smt. Kailashwati, which on presentation, got dishonoured.
8. On repeated requests of the Smt. Sangeeta Gupta (Plaintiff in Civil Suit no. 529/2020), the Defendant No.2 issued a Cheque No.548078 dated



07.12.2020 for a sum of Rs.2,19,000/- towards part arrears of rent. The Defendant No.2 requested the Plaintiff not to present the cheque with the Banker and that he shall deposit the rent within a month. The husband of the Plaintiff/Respondent died in the month of February, 2018.

9. Thereafter in January, 2021, the Plaintiff requested the Defendant No.2 to vacate the property, but he kept making excuses and continued to occupy the property without paying rent. The Defendant No.2 gave an *undertaking dated 01.05.2022* to not only clear the arrears of rent, but also to hand over the possession, despite which he neither paid the rent nor vacated the premises.

10. On 19.08.2022 the brother-in-law of the Plaintiff approached Defendant No. 2 and an altercation took place. Subsequently, the matter was reported to the local Police Station. The Defendant No. 2 gave a fresh undertaking on 19.08.2022 to vacate the property by 30.08.2022 and paid a sum of Rs.2,00,000/- towards part arrears of rent. However, he failed to comply with the undertaking.

11. The Legal Notices dated 03.11.2022 and 16.11.2022 were served upon the Defendants, but he failed to give any reply.

12. *The respective Plaintiffs thus, filed Two Suits bearing No. 530/2022 and 529/2022, in respect of two tenancies, for Recovery of Possession, arrears of Rent, Damages and Mesne Profit.*

13. Both the Suits were contested by the **Defendant/Appellant who in his Written Statements** had admitted that he had taken one room at CB-207 for his registered Office and also three rooms at CB-210, *vide* two tenancy and the total rent payable for both the premises was Rs.21,000/-, from Sh. Sunil Kumar Gupta and Sh. Pyare Lal.



14. The Defendant asserted that Ashwani Kumar Gupta, son of Smt. Sangeeta Gupta and Late Sh. Pyare Lal Gupta had taken Rs.5,00,000/- as friendly loan from Defendant No.1 for the marriage of his niece, Rythm in the year 2018, but failed to return the loan amount.

15. The Appellant further claimed that he had good relations with Sh. Sunil Kumar Gupta, husband of the Plaintiff Sangeeta Gupta, who unfortunately expired in 2017-18. The Defendant No.2 had been in this accommodation for the last many years and his VAT Number and GST Number are of the same premises. He had been regularly paying the rent in cash, as the landlords were taking the rent in cash from all the tenants.

16. The landlord including Late Sh. Sunil Kumar Gupta and his family members, were having many properties in CB area and had rental income of more than Rs. 3,00,000/-, but did not pay any Income Tax. The Defendant was always pressurized by the Plaintiffs to pay rent in cash and no receipt was ever given which was totally illegal.

17. On 01.05.2022, the Plaintiff and some other persons entered into the tenanted premises and misbehaved with him and forced him to write on paper that he would vacate the premises by 15.06.2022. He made a Complaint to the Police of the incident, on 02.05.2022.

18. Starting from June, 2022, Ashwani Kumar Gupta started threatening Defendant No.2 to vacate the premises, or else he would implicate him in the false sexual harassment cases.

19. On 19.08.2022, Ashwani Kumar Gupta came to the office of Defendant No.2 along with his associates Sangeeta Gupta, Anshul Gupta and Sahil Gupta. All of them thereafter pulled his shirt and Sahil spit on his face. Anshul told him that he would send him behind the bars in false



sexual harassment cases, if any demand in future, was made for Rs.5,00,000/-.

20. When the Defendant said that he had no money and the rent may be adjusted in the loan amount, given by him, Defendant No.2 called the Police in collusion with the I.O. and lodged a false Complaint against him. He was pressurized by the I.O. to admit the rent amount of Rs. 2,00,000/- having not been paid and that he would pay the same in specific time frame. The Defendant No.2 had narrated this incident to the higher officials of the Police and a Complaint had also been made to DCP, in regard to all these illegal acts.

21. *It was thus, claimed that the present Suit for Possession was malafide and was liable to be dismissed.*

22. On merits, the Plaintiff admitted that the Suit premises had been let out to him in 2008 and 2014 respectively, when a Lease Agreement for a period of 11 months was executed. It was denied that the Lease Agreement was never renewed, but it was asserted that the same was renewed. He denied that he was served with any Notice or that despite service of Notice he failed to vacate the premises. He further denied all the averments made in the Plaint.

23. He, however, admitted that in the year 2008 and 2014 he was given the premises on rent @ Rs.1600/- which was later enhanced to Rs.4,000/-, and per month which is being borne by the Defendant/Appellant. With respect to the Second tenancy, the premises was given the premises on rent @ Rs.17,000/- per month, which was later remained unchanged.

24. He denied that he had not paid the rent since January, 2018. It was denied by him that he had issued the cheque of Rs.3,00,000/- dated



14.08.2020, and Cheque No.548078 dated 07.12.2020 for a sum of Rs.2,19,000/-, which got dishonoured on account of insufficiency of funds. It was claimed that this cheque was given towards a friendly loan to the Plaintiff and the request was made to present this cheque after one week, as he needed some time to arrange the money to give friendly loan, but the same was presented earlier and the same got dishonoured.

25. The Appellant/Defendant No. 2 had requested for return of this dishonoured cheque, but the Plaintiff failed to do so on the pretext that the cheque was misplaced. The Defendant denied having given the Undertaking dated 01.05.2022, for vacating the premises by 30.06.2022. *It was thus, submitted that the Suits of the Plaintiff was devoid of any merit and was liable to be dismissed.*

26. The Plaintiff then moved an ***Application under Order XII Rule 6 CPC, for Decree of possession on the admissions.***

27. The learned District Judge made a reference to *Payal Vision Ltd. vs. Radhika Chaudhary* 2000 (7) SCC 120, wherein it was held that in a Suit for Recovery of the Possession from a tenant, all that was required to be established was the existence of landlord-tenant relationship and termination of tenancy either by lapse of time or by Notice under Section 106 of the Transfer of Property Act.

28. It was observed that ***the Defendant No.2 had made clear and unequivocal admissions of the relationship of landlord-tenant.***

29. It was further admitted by him that the rate of rent was Rs.4,000/- per month and Rs.17,000/- for the second tenancy, in 2008 and 2014 respectively.



30. The Lease had expired by efflux of time and therefore, there was no requirement of Notice for determination of Lease for which reference was made to Sky Land International Pvt. Ltd. vs. Kavita P. Lalwani 2012 (191) DLT 594 and Jeevan Diesel vs. Jasbir Singh Chadha 182 (2011) DLT 402.

31. The learned District Judge further noted that the claim of the Plaintiff was that no rent had been paid since January, 2018. The only defence taken by the Appellant was that the rent was being paid in cash. It was also claimed that he had given a loan, which had not been returned by the Plaintiff and the rent was liable to be adjusted against the said loan amount. However, the claim of loan propagated by the Defendant was disbelieved. Furthermore, the Defendants had admitted issuing a cheque of Rs.2 lakhs, which had been dishonoured.

32. Reliance is placed upon Pradeep Khanna vs. Renu Khetrpal (RFA No. 638/2014 decided by this court on 10.04.2015) wherein it was held that once a tenancy has been terminated, it should not be allowed to continue in the suit premises.

33. It was further observed that after the demise of their husbands, Plaintiff Smt. Kailashwati and Smt. Sanjeeta Gupta had become the co-owners of their respective rented properties and had stepped into the shoes of her husband. The Defendant admittedly had entered into the premises as a tenant and he was estopped from questioning the ownership of the Plaintiff under Section 116 Evidence Act.

34. **Consequently, in both the cases,** the Decree of Possession and Arrears of Rent @ Rs.4,000/- per month from January, 2018 and Decree of Possession and Arrears of Rent @ Rs.17,000/- per month from January,



2018 respectively, was made under Order XII Rule 6 CPC and the Suits were decreed.

35. Aggrieved by the Judgment, the Appellant has filed the aforesaid two Regular First Appeals.

36. The *grounds of challenge* are that there were no clear and explicit admissions in the Written Statement and therefore, no Orders under Order XII Rule 6 CPC could have been passed. Reliance is placed on Karan Kapoor vs. Madhuri Kumar SLP (Civil) No. 13800/2021. It is claimed that the evidence was essential to challenge the frivolous claim of Recovery of Possession, Arrears of Rent, Damages and Mesne Profits since they were disputed in the Written Statement.

37. The Possession of the Suit property was handed over to the Appellants pursuant to the Rent Agreement in favour of the Appellant, which bars the Respondent to seek Possession in the absence of any subsequent Rent Agreement.

38. The next contention was that it has not been considered that the Suit was commercial in nature and was covered under Commercial Courts Act and could not have been tried by the regular Court of ADJ and the Suit was not maintainable. *Hence, a prayer was made that the impugned Judgment be set aside.*

Submissions heard and record perused.

39. The Defendant/Appellant had admitted that he had been inducted as a tenant in the aforesaid *two premises* by Sh. Pyare Lal (since deceased) and Sh. Sunil Kumar Gupta (since deceased) in the year 2008 and 2014 respectively, at a rent of Rs.4,000/- and Rs.17,000/- respectively. He



categorically admitted that the rent for the two premises together was Rs.21,000/- per month.

40. He claimed that the Plaintiffs/Respondents had claimed that the rent was not paid since January, 2018. The defence of the Appellant was that the rent was being received throughout in cash. However, it has not been denied that the Appellant had issued Cheque dated 07.12.2022 for Rs.2,19,000/- towards the arrears of rent. The date of the cheque clearly reflects that there were arrears of rent for which the cheque had been issued, thereby corroborating the stand of the Plaintiffs that no rent was paid since January, 2018.

41. It is also pertinent to refer to the Undertaking dated 19.08.2022, whereby the Appellant had undertaken to vacate the premises by 30.08.2022 and also to pay a sum of Rs.2,00,000/- i.e. the part payment towards the arrears of rent. His Undertaking also reflects that he was in arrears of rent.

42. The Defendant/Appellant has taken a specious defence that he had been coerced to give this undertaking, however, he mentioned that his signatures were forcibly taken on a blank paper, in the Police Station, Naraina on 01.05.2022 and 19.08.2022. Moreover, he averred that he advanced a friendly loan of Rs.5,00,000/- to Ashwani Gupta at the time of inception of tenancy. He claimed that the said loan amount has not been repaid., thus he denied being in arrears of rent.

43. The Legal Notices were duly served upon the Defendant, but he failed to respond or abide by the Legal Notices. Even if it is accepted that the Legal Notices were not served, then too, it was a month-to-month tenancy.



44. It may also be pertinent to refer to the Judgment of M/s Nopany Investments (P) Ltd. vs. Santokh Singh (HUF) (2008) (2) SCC 728 wherein it has been held that filing of the Suit, in itself, is Legal Notice to a tenant to vacate the premises.

45. It has been rightly held by the learned District Judge that there was a clear admission of the facts material for passing a Decree under Order XII Rule 6 CPC for Possession and arrears of rent. There is no infirmity in the Judgment of the learned District Judge.

46. *A plea that has been taken by the Defendant/Appellant is that the Suit is commercial in nature.* However, there is nothing to reflect that the premises which were taken on rent by the Defendant, were commercial in nature or had been taken for commercial purposes. The premises is situated on the First Floor. He may have been using one room taken under first tenancy, for running his office, but that does not make it a commercial transaction to which Commercial Courts Act would be applicable. The same conclusion applies to the second tenancy created in 2014. Therefore, there is no merit in this contention of the Appellant.

Conclusion:

47. *In the light of aforesaid discussion, it is held that the Appeals are without merit, and are hereby, dismissed.*

48. The pending Application(s) Appeals are accordingly, disposed of.

**(NEENA BANSAL KRISHNA)
JUDGE**

APRIL 17, 2026

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