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

Date of Decision: 9th October, 2025

\+ **RFA(COMM) 503/2025 & CMAPPL. 52643/2025**

NASEEM AHMED .....Appellant

Through: Mohd. Ikram, Adv.

versus

DEEPAK SINGH .....Respondents

Through: Mr. Raghu Nath Dubey, Adv.

CORAM:
JUSTICE PRATHIBA M. SINGH
JUSTICE SHAIL JAIN

JUDGMENT

Shail Jain, J.

1. This hearing has been done through hybrid mode.

2. The present appeal has been filed by the Appellant - Naseem Ahmed under Section 13(1A) of the Commercial Courts Act, 2015, challenging the impugned judgement and decree dated 22nd July, 2025 passed by the ld. District Judge, Commercial Court (North-East), Karkardooma Courts, Delhi, in ***Civil Suit (Comm.) No. 143/2024*** titled ***Deepak Singh v. Naseem Ahmed*** *(hereinafter, 'impugned judgment').*

Factual Background

3. The brief facts of the case are as follows: The dispute pertains to tenanted premises, namely **Shop No. 4 (measuring 7½ x 14½ feet) situated at property bearing No. 217, Village Mirpur Turk, Gali No. 4, Moonga Nagar, Karawal Nagar Road, Delhi–110094** *(hereinafter, 'the suit premises')* where the Appellant/Defendant- Naseem Ahmed was inducted as a tenant by the

Respondent/Plaintiff's mother, Smt. Gayatri Devi *(hereinafter, 'Respondent/Plaintiff's mother)* for commercial purposes, at an initial rent of ₹600/– per month. The rent was later enhanced to ₹780/–, being the last admitted rent.

4. After Respondent/Plaintiff's mother's demise, the Respondent/Plaintiff claimed ownership by virtue of a Will dated 05th April, 2022 *(hereinafter, the Will)*. The Appellant/Defendant contends that rent was duly paid up to 30th June, 2011. However, thereafter, the Respondent/Plaintiff's mother declined to accept the rent. Further, he claims to have tendered arrears of ₹20,280/–, covering the period from 01st July, 2011 to 30th August, 2013, through a cheque, which was returned un-encashed. *Per contra*, the Respondent/Plaintiff asserts default in payment of rent since 2011, and further alleges unauthorized occupation of the suit premises.

Proceeding No.1

5. In this background, Respondent/Plaintiff's mother filed an ***Eviction Petition No. 125/2011*** titled ***Gayatri Devi v. Chaman Ahmad*** which resulted in order dated 5th July, 2014, wherein the eviction petition was allowed and Leave to Defend sought by the Appellant/Defendant was dismissed *(hereinafter, 'eviction order')*. Thereafter, Appellant/Defendant filed ***R.C. Rev. 325/2014*** titled ***Naseem Ahmad v. Gayatri Devi,*** against the eviction order. On 5th April, 2017, he sent a cheque of ₹50,830/– towards arrears of rent, which was returned by Respondent/Plaintiff's mother on 4th May, 2017.

6. *Vide* order dated 11th May, 2018, the ld. Single Bench of this Court in ***R.C. Rev.325/2014,*** set aside the eviction order and granted the Appellant/Defendant the leave to contest the eviction petition. The said order reads as under:

> *"After some hearing. the counsel for the respondent who was the petitioner before the Additional Rent Controller in the eviction case which was allowed by order dated 05.07.2014 after rejection of the application of the petitioner for leave to contest, on instructions, fairly concedes that triable issues arise and, therefore. the leave to contest may be granted and the revision petition may be allowed and the impugned order dated 05.07 .20 I 4 may be set aside with all consequential directions to follow this, of course, without prejudice to the contentions of both sides.*
>
> ***In view of the above, the petition stands allowed. The impugned order is set aside. The leave to contest to the petitioner stands granted. The proceedings before the Additional Rent Controller consequentially stand revived. They shall be taken up by the Additional Rent Controller for further proceedings in accordance with law on 9th July 2018, when the parties are directed to remain present.***
>
> *Needless to add, the petitioner shown as respondent in the eviction case will be obliged to submit the written statement on the afore-said date fixed for first appearance."*

7. Accordingly, the eviction petition filed by the Respondent/Plaintiff's mother was revived. However, the same was dismissed as withdrawn *vide* order dated 29th March, 2019, on the ground that the Delhi Rent Control Act, 1958 *(hereinafter, 'DRC Act')* was inapplicable on the suit premises.

8. The case of the Respondent/Plaintiff is that his mother had earlier issued a termination notice dated 18th January,1999. As her successor under the Will, the Respondent/Plaintiff issued a fresh notice on 20th January, 2024 terminating the tenancy and claiming a market rent of not less than ₹20,000 per month *(hereinafter, 'termination notice').*

Proceeding No.2

9. Thereafter, The Respondent/Plaintiff instituted ***Civil Suit (Comm.) No. 127/2024*** before ld. Commercial Civil Judge, for possession, arrears, *mesne* profits, and injunction against the Appellant/Defendant, claiming valuation of suit at Rs. ₹6,20,000/–. However, *vide* order dated 30th May, 2024, ld. Commercial Civil judge held that the valuation of ₹6,20,000/– (possession ₹2,40,000/–, arrears ₹3,80,000/– and other reliefs) exceeded its pecuniary jurisdiction of ₹3,00,000/, and thereby returned the plaint under Order VII Rule 10 CPC. The order dated 30th May, 2024 records as under:

> *" WS filed on behalf of defendant. Same is taken on record. Copy supplied.*
>
> *It has been pointed out by Ld. Counsel for the Defendant that the present suit has been wrongly filed before this court as the suit valuation of the present suit is beyond the pecuniary jurisdiction of this court.*
>
> *Ld. Counsel for the Plaintiff admits that the suit valuation of the present suit is beyond Rs. 3 lacs i.e. Rs. 2,40,000/- for the purpose of possession and Rs. 3,80,000/- has been claimed as arrears of rent.*
>
> *Heard. Record perused.*
>
> ***Perusal of the record shows that the valuation of the present suit is minimum Rs. 6,20,000/- which is beyond the pecuniary jurisdiction of this court****.*
>
> *Therefore, in view of the above, this court has no pecuniary jurisdiction to entertain the present suit.* ***Accordingly, in view of the aforesaid, it is directed that the plaint of this suit and the original documents be returned to the plaintiff****. Reader shall retain self-attested photocopies of the original documents released to the parties. Upon return of the plaint, file shall be consigned to Record Room, after due compliance, as per rules."*

Proceeding No.3

10. The Respondent/Plaintiff then instituted ***Civil Suit (Comm.) No. 143/2024*** before the ld. District Judge (Commercial Court), valuing possession at ₹2,40,000/–, arrears at ₹5,20,000/– (April 2022–November 2024), and injunction at ₹130/–, aggregating to a total of ₹7,60,130/–.

11. Additionally, the Appellant/Defendant preferred an application under Order XII Rule 6 of the CPC before the ld. District Judge (Commercial Court), relying upon the admissions as to landlord-tenant relationship, induction by the predecessor, and the factum of termination notice.

12. *Vide* impugned judgment, ld. District Judge (Commercial Court), allowed the Respondent/Plaintiff's application under Order XII Rule 6 CPC, and partly decreed the suit, directing the Appellant/Defendant to hand over vacant and peaceful possession of the suit premises to the Respondent/Plaintiff.

13. Pursuant to impugned judgment, Commercial Court held that the existence of the landlord–tenant relationship between the parties stood admitted, and the provisions of the DRC Act were inapplicable, since the suit premises fell in an area which was not notified under the DRC Act. Moreover, the tenancy stood duly terminated by termination notice issued by Respondent/Plaintiff, as well as by the institution of the suit in terms of Section 106 of the Transfer of Property Act,1882 *(hereinafter, 'TPA')*.

14. While relying on settled principles that a tenant cannot dispute the landlord's title, and that filing of the suit constitutes sufficient notice to quit, the Commercial Court concluded that the Respondent/Plaintiff was entitled to a decree for possession. Accordingly, the Commercial Court decreed relief of possession in favour of the Plaintiff/Respondent, while leaving open for trial the issues relating to arrears of rent, damages, and mesne profits. The relevant

portion of impugned judgement reads as under:

> *"21. Defendant in his written statement dated 09.07.2018 filed in petition no.1-44/2013 under Section 14 (1) (e) of the Delhi Rent Control Act regarding the suit shop, in reply to para no.18 (d) of the petition has stated that one shop adjacent to premises in question is let out recently@ Rs.7000/- per month excluding electricity to different tenants by the mother of the plaintiff. Thus, even if the court take judicial notice of the increase of rent @ 15% per year in respect of a commercial property i.e. suit shop from 2018 when admittedly the adjacent shop was let out by the mother of the plaintiff @ Rs.7000/- per month, the valuation of the suit even as per section 7 (xi) (cc) of the Court Fees Act for the relief of possession and arrears of rent of last three years would be more than Rs.3 lacs. The authority i.e. Narinder Kumar Soni (supra) as relied upon by Ld. Counsel for defendant is not helpful in the facts and circumstances of present case as in that case, the market value of the premises was taken for the purpose of court fee and jurisdiction instead of annual rent.* ***Therefore, I do not find force in the contention of L.d. Counsel for defendant that this court has no pecuniary jurisdiction to try the present suit. Accordingly, application as filed on behalf of plaintiff under Order XII Rule 6 CPC is allowed and the suit of plaintiff is partly decreed qua relief of possession in favour of the plaintiff and against the defendant and the defendant is directed to hand over the vacant peaceful possession of the property bearing no.217. shop no.4, out of Khasra no. 162/124/27, Village Meerpur Turk, Gali no.4, Moonga Nagar, Karawal Nagar Road, Illaqa Shahdara, Delhi-110094 measuring 7½ X 14½ sq. ft as specifically shown in red colour in the site plan annexed with the plaint. Decree sheet be prepared accordingly."***

15. In view of the facts and circumstances of the case, the Appellant/Defendant prays that this Hon'ble Court be pleased to set aside the

impugned order and decree passed by the learned Trial Court, Commercial Court (North-East), Karkardooma Courts, Delhi, in ***Suit No. 143/2024*** titled ***Deepak Singh v. Naseem Ahmed***, and dismiss the application under Order XII Rule 6 CPC read with Section 151 CPC.

16. In the present appeal, it is pertinent to note that no reply/counter affidavit has been filed on behalf of the Respondent/Plaintiff till date. In the proceedings before the Commercial Court, the Defendant /Appellant had filed a written statement, statement of truth, and reply to the plaintiff's application under Order XII Rule 6 CPC. The Respondent/Plaintiff also filed a replication to the said written statement.

Submissions on behalf of Appellant/Defendant

17. Mr. Ikram, ld. Counsel on behalf of Appellant/Defendant submits that the District Judge (Commercial Court) lacked jurisdiction to entertain the present suit, contending that there was no basis to value the suit based on rent of ₹20,000/- per month, for the suit premises.

18. Ld. Counsel on behalf of Appellant/Defendant placed reliance upon a decision of the Single Judge of this Court titled ***Chand Bal vs. Kamal Kumar (1998) 73 DLT 631***. The relevant portion of the judgment reads as under:

> "6. ***According to this provision, the suit could be valued for the purposes of possession at 12 months' rent preceding the date of presenting the plaint***. *On that basis, the total value would amount to Rs.264/ u/s8 of the Suits Valuation Act, 1887, this would also be the value of the suit for purposes of jurisdiction. These are the objective standards available for assessing the ratable value in this suit and the suit should be valued at Rs. 264/ both for purposes of Court fee and jurisdiction. The valuation of Rs. 5,05,000/- fixed by the plaintiff is arbitrary and is not based on any valid criteria. If any*

> *valuation is fixed at the whim of the plaintiff, the suit would be filed either before a Civil Judge or before District Judge or in this Court. Section 15 of the CPC provides that every suit shall be instituted in the Court of the lowest grade competent to try it. The valuation of Rs,5,05,000/- has obviously been arbitrarily fixed to institute the suit in the High Court instead of instituting in the Court of the lowest grade which is not proper and justified*."

Submissions on behalf of Respondent/Plaintiff

19. Mr. Raghu Nath Dubey, ld. counsel on behalf of the Respondent/Plaintiff submits that the landlord in this case had approached three forums. Firstly, the Rent Controller was approached, and it was held therein that the eviction petition under the DRC Act was withdrawn due to the objections raised by the Appellant/Defendant. Secondly, the Respondent/Plaintiff then approached the Civil Court, wherein, in the written statement, the Appellant/Defendant took the objection that the Civil Court had no jurisdiction, and that only the Commercial Court had jurisdiction. The relevant paragraph of the written statement reads as under:

> "*1. That this Hon'ble court has no jurisdiction to entertain and try the present suit as the nature of the suit is commercial and the commercial court has jurisdiction to try and entertain the present suit. Hence the present suit is liable to be dismissed with heavy cost.*"

20. It is submitted on behalf of the Respondent/Plaintiff that the same objection is now being raised against the Commercial Court as well.

21. Ld. Counsel for the Respondent/Plaintiff further submits that the Respondent/Plaintiff's mother had terminated the tenancy on 18th January, 1999. After her demise, the Respondent/Plaintiff again terminated the tenancy

vide the termination notice dated 20th January, 2024. It is contended that the Appellant/Defendant is described as a month-to-month tenant, who has not paid rent since 2011 and continues to occupy the suit premises. The prevailing market rent for similar properties is stated to be ₹30,000/- per month, and therefore, the valuation of the suit is justified.

22. Finally, it is submitted on behalf of Respondent/Plaintiff that the Appellant/Defendant is alleged to have made false statements in Paragraph 13 of the grounds of present appeal. Thus, it is submitted that the Appellant/Defendant is taking a dishonest stand in every proceeding.

Analysis and Findings

23. The submissions advanced on behalf of the Appellant/Defendant and the Respondent/Plaintiff have been heard, and the documents relied upon by the parties have been duly perused and taken on record. After considering the submissions of learned counsel for the parties and upon a careful examination of the record, the Court now proceeds to undertake a detailed consideration of the matters in dispute.

24. This Court notes that the issues arising in the present appeal are twofold:

a) ***Whether the learned Commercial Court possessed the requisite pecuniary jurisdiction to entertain and decide the suit instituted by the Respondent/Plaintiff; and***

b) ***Whether the decree under Order XII Rule 6 CPC was validly passed on the basis of clear and unequivocal admissions contained in the pleadings and material on record.***

25. The Appellant/Defendant has contested the impugned judgment primarily on two grounds:

(i) That the valuation adopted by the Respondent/Plaintiff for purposes

of jurisdiction is inflated, arbitrary, and contrary to Section 7(xi)(cc) of the Court Fees Act, 1870. According to the Appellant/Defendant, the last admitted rent of the premises was ₹780 per month till June 2011, and calculating even three year's rent at that rate would not exceed ₹3,00,000. Thus, it is allegedly ousting the pecuniary jurisdiction of the Commercial Court.

(ii) That the impugned decree under Order XII Rule 6 of CPC was not justified, as the ownership of the Respondent/Plaintiff was seriously disputed on the basis that the Will relied upon by him was a forged document.

26. So far as the contention of Appellant/Defendant in respect to pecuniary jurisdiction of Commercial Court in dealing with the concerned case, the Appellant/Defendant contends that the valuation adopted by the Plaintiff/Respondent is inflated, arbitrary, and contrary to Section 7(xi)(cc) of the Court Fees Act, 1870. Therefore, it becomes necessary to first ascertain whether the Commercial Court was vested with the requisite pecuniary competence to entertain the present suit.

<u>On the issue of Pecuniary Jurisdiction</u>

27. The Appellant/Defendant has contended that the learned Commercial Court lacked pecuniary jurisdiction, urging that the suit ought to have been valued strictly based on the last rent paid by the Appellant/Defendant at ₹780 per month till June 2011, and applying Section 7(xi)(cc) of the Court Fees Act, 1870, the valuation would fall far below ₹3,00,000.

28. It is the submission of the Appellant/Defendant that the Respondent/Plaintiff artificially inflated the valuation to bring the suit within the jurisdiction of the Commercial Court, which is impermissible in law. Per

contra, the Respondent/Plaintiff, valued the suit at ₹20,000 per month, asserting that the prevailing market rent of the suit premises was far higher than the contractual rent.

29. In this regard, Courts are entitled to take judicial notice of escalation of rents in metropolitan cities like Delhi. Even a conservative escalation from 2011, or the rent of adjacent properties, confirms that the adopted figure is reasonable. The Appellant/Defendant himself admitted that an adjacent shop was let out in 2018 at ₹7,000 per month. Applying even a moderate escalation from 2018 onwards, the valuation of the suit for possession and arrears would far exceed ₹3,00,000. The figure of ₹20,000 per month adopted by the Respondent/Plaintiff was not arbitrary but consistent with prevailing rentals in the locality, supported by contemporaneous evidence, and judicial notice rightly taken by the Commercial Court. In this regard, the impugned judgment records as under:

> "20. *Admittedly, the defendant has paid the rent of the suit shop till 30.06.2011 @ ₹780 per month.* ***By no stretch of imagination can it be said that the rent of the suit shop remained the same as in the year 2011 till the filing of the suit in the year 2024. It is a settled law that Court can take judicial notice of the increase of rent in Delhi. Reliance is placed upon Sneh Vaish & Anr. v. State Bank of Patiala, 2012 SCC OnLine Del 1194; S. Kumar v. G.R. Kathpalia, 1999 RLR 114; and M.C. Agrawal HUF v. Sahara India, 183 (2011) DLT 105…***"

30. In this context, it is well settled that while determining jurisdiction in landlord–tenant matters, the Court is entitled to take judicial notice of the escalation of rents in metropolitan cities. In ***S. Kumar v. G.R. Kathpalia, (1999) 1 RCR (Rent) 431***, the Supreme Court held that courts cannot ignore prevailing

market conditions and the rise in rents while considering valuation. Similarly, in ***Anant Raj Agencies Properties v. State Bank of Patiala, 2010 SCC OnLine Del 236***, the High Court recognised that judicial notice can be taken of steep increases in commercial rental values over the years. In ***Sneh Vaish v. State Bank of Patiala, (2012) SCC online Del 1194***, it was reiterated that the real value of property, and not artificially suppressed contractual rent, is to be considered for determining pecuniary jurisdiction. Likewise, in ***M.C. Agrawal v. Sahara India, 2011 SCC OnLine Del 3715***, the Court held that contractual rent alone cannot be the sole criterion, a realistic approach is required. The Court in ***Abdul Hamid v. Charanjit Lal Mehra, (1998) 74 DLT 476***, clarified that valuation cannot be pegged to outdated or nominal rent when circumstances show a much higher prevalent value, as doing so would defeat legislative intent and jurisdictional scheme.

31. The Supreme Court in ***Commercial Aviation and Travel Co. v. Vimla Pannalal, (1988) 3 SCC 423***, underscored that unless mala fides are demonstrable, the Court should ordinarily accept the plaintiff's valuation, particularly where relief is not susceptible to precise monetary quantification. Thus, the aforesaid judicial precedents collectively support the Commercial Court's finding on pecuniary competence.

32. Further, the doctrine of *dominus litis* entitles the plaintiff to put a valuation to the reliefs claimed and to choose the forum for pursuit of the claim. This discretion is not absolute, but it cannot be interfered with unless shown to be arbitrary or capricious.

33. Accordingly, the Plaintiff, as *dominus litis*, has the prerogative to initiate proceedings, choose the forum, and value the suit for the relief claimed, subject only to the limitation that the valuation must not be arbitrary, fanciful, or *mala*

fide. Courts ordinarily respect the Plaintiff's valuation, unless the valuation is shown to be capricious or clearly unreasonable. This principle has been consistently affirmed by various decisions of this Court. In ***Veena Bahl v. Manmohan Bahl, (2017) 238 DLT 281*** the Court observed as under:

> *"18.* ***It is well settled that the plaintiff is dominus litis and in him vests the power to choose the court and determine the valuation of the suit for purposes of pecuniary jurisdiction and that the defendant cannot insist that the suit be tried before a particular court****. Nor can the courts compel the plaintiff to go to another court or interfere with his valuation of the suit."*

34. It has further been explained in ***Subhashini Malik v. S.K. Gandhi, 2016 SCC OnLine Del 5058*** that the plaintiff as the master of the proceedings, is entitled to choose not only the remedy but also the forum where he wishes to agitate the same. The relevant portion of the decision reads as under:

> *"46. The prime considerations on the basis of which the majority opinion rests its final conclusions stem from the doctrine of dominus litis; that is to say****, the plaintiff is the master of the proceedings and has been vested, by law, with the prerogative not only to put a valuation to the reliefs claimed by him but also to choose the remedy and the forum for its pursuit.*** *Reference has been made in this regard to the provisions contained in Section 7 of the Court Fees Act, 1870 and Section 8 of the Suits Valuation Act, 1887."*
>
> *XXX*
>
> *74.* ***It is trite that the plaintiff, as the master of the proceedings, is entitled to choose not only the remedy but also the forum where he wishes to agitate the same, should there be more than one available in law****."*

35. Thus, this reinforces that the valuation lies primarily within the plaintiff's discretion, unless shown to be *mala fide*.

36. It is pertinent to note that the Appellant/Defendant's conduct also attracts the *Principle of Estoppel* and the *Doctrine of Approbation and Reprobation.* When the plaint was originally filed before the Court of the Civil Judge, the Appellant/Defendant himself argued that the suit was beyond the pecuniary jurisdiction of that Court. *Vide* order dated 30th May 2024, the ld. Civil Judge returned the plaint recording that the valuation was ₹6,20,000 (₹2,40,000 for possession at ₹20,000 × 12 months, plus ₹3,80,000 arrears). Having urged before one forum that the suit exceeded pecuniary jurisdiction, the Appellant/Defendant is estopped from now contending that the valuation is below ₹3,00,000/-.

37. Additionally, the written statement filed by the Defendant/Appellant itself discloses contradictory pleas. On one hand, it was preliminary objected that the suit was beyond the pecuniary jurisdiction of the Court and not maintainable. On the other hand, it was stated that the valuation was below ₹3,00,000 and thus triable by the Civil Judge. Such inconsistency squarely attracts the *Doctrine of Approbation and Reprobation*. It is pertinent to note that what was urged for advantage before one forum is now sought to be turned on its head before another. The law does not permit a litigant to blow hot and cold or to play fast and loose with the Court.

38. *Vide* the impugned judgment, the Commercial Court precisely summarized the principles concerning the plaintiff's right to determine the valuation of the suit and the scope of judicial interference and placed reliance upon the decisions in ***Telefonaktiebolaget LM Ericsson v. Intex Technologies (India) Ltd., 2023 SCC Online Del 8616*** and ***Sagar Ratna Restaurants Pvt. Ltd. v. DS Foods, AIR Online 2021 Del 634***. The same reads as under:

> *"19 In an authority reported as Sagar Ratna Restaurants Pvt. Ltd. vs. DS Foods and Ors., AIR Online 2021 DEL 634,*

wherein it was held as under and I quote:

"24 In Telefonaktiebolaget m Ericsson (Publ) vs. Intex Technologies (India) 1.1d.. 2015 (62) PTC 90 (Del), this Court reiterated as under:-

> *"144. It is equally well-settled that the party cannot be allowed to approbate or reprobate at the same time so as to take one position, when the matter is going to his advantage and another when it is operating to his detriment and more so, when there is a same matter either at the same level or at the appellate stage.*
>
> *145. In the case of Dwijendra Narain Roy vs. Joges Chandra De. MANU/WB/0151/1923: AIR 1924 Cal 600. The Division Bench of the Calcutta High Court has succinctly held:*
>
> ***It is an elementary rule that a party litigant cannot be permitted to assume inconsistent positions in Court, to play last and loose, to blow hot and cold, to approbate and reprobate to the detriment of his opponent. This wholesome doctrine, the learned Judge held, applies not only to successive stages of the same suit, but also another suit than the one in which the position was taken up, provided the second suit grows out of the judgment the first**."*

39. Considering the above position, it is evident that the issue of monthly rent was neither pending determination before any other forum nor finally adjudicated upon in earlier proceedings. At this stage, the Appellant/Defendant cannot legitimately raise the argument that the valuation adopted by the plaintiff is untenable. The Appellant/Defendant has, at different stages, raised defenses at multiple forums of his own choosing and taken recourse to multiple forums of his own choosing and taking contradictory positions, as detailed hereinabove. Having decided to pursue such defenses and secured orders, including on the question of pecuniary jurisdiction, the Appellant/Defendant cannot now be heard to assail the very foundation he earlier relied upon. The

law does not permit a party to approbate and reprobate, or to repeatedly shift positions depending on convenience. The Respondent/Plaintiff cannot also be left remediless. Hence, the objection as to pecuniary jurisdiction stands rejected.

<u>On the issue of decree under Order XII Rule 6 of CPC</u>

40. So far as the question of Order XII Rule 6 CPC is concerned, the settled position of law is that, before passing a judgment on admissions, under this provision, the Court must be satisfied that the admission is clear, unambiguous and unequivocal and that the essential requirements stand satisfied. The relevant portion of Order XII Rule 6 CPC reads as under:

> *"[6. **Judgment on admissions**.—(1) Where admissions of fact have been made either in the pleading or otherwise; whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions. (2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.]"*

41. The aforesaid statutory provision has crystallized that in a suit for possession, based on landlord–tenant relationship, a decree can be passed under Order XII Rule 6 CPC, if the following three conditions are met:

i. The existence of the relationship of landlord and tenant between the parties;
ii. That the tenancy is not covered under the DRC Act, 1958; and
iii. That the tenancy has been duly terminated.

42. The Single Bench of this Court in ***Ashok Kumar Bagga v. Rajvinder***

Kaur, 2021 SCC Online Del 2785, has precisely interpreted Order XII Rule 6 CPC. The same reads as under:

> *"33. 1 may reiterate that in Payal Vision (supra) Supreme Court held that Order XII Rule 6 CPC sufficiently empowers the Court trying the suit to deliver judgment based on admissions, whenever such admissions are sufficient for grant of relief prayed for in a suit for recovery of possession from a tenant**, whose tenancy is not protected under the provisions of Delhi Rent Control Act, 1958 all that is required to be established by the Plaintiff landlord is the existence of jural relationship of landlord and tenant between the parties and the termination of tenancy either by lapse of time or by notice served by the landlord under Section 106 of the Transfer of Property Act, 1882. So long as these two aspects are not in dispute, Court can pass a decree in terms of Order XII Rule 6 CPC*** *".*

43. In the present case, all three conditions under Order XII Rule 6 CPC are fulfilled. Firstly, the Appellant/Defendant has admitted that he was inducted into possession of the suit premises, as a tenant, by the Respondent/Plaintiff's mother.

44. Secondly, the tenancy of the suit premises was for commercial purposes and therefore, outside the purview of the DRC Act. Moreover, the suit premises is in an area which has not been notified under the DRC Act.

45. It is pertinent to note that the applicability of the DRC Act is confined to the areas expressly mentioned in Section 1(2) of the DRC Act read with the First Schedule of the DRC Act, and such other areas as may be notified by the Government of NCT of Delhi. In this regard, reliance is placed upon the judgement of the Supreme Court in ***Mitter Sen Jain v. Shakuntala Devi, (2000) 9 SCC 720***. The relevant portion of the decision reads as under:

> *"….Even if any new area is included within the urban*

> *area of Municipal Corporation of Delhi, a further notification is required to be issued under the proviso to sub-section (2) of Section 1 of the Delhi Rent Control Act.* ***Unless the area is so specified in the Schedule by a notification, the provisions of the Delhi Rent Control Act cannot be made applicable to that area. It is admitted that no notification has yet been issued under the proviso to sub-section (2) of Section 1 of the Delhi Rent Control Act specifying Sagarpur area within the Schedule of the Act****. In the absence of such a notification, the provisions of the Delhi Rent Control Act cannot be enforced in the area, namely, Sagarpur*."

46. Since the locality of the suit premises *i.e.*, Karawal Nagar, including Village Mirpur Turk and Moonga Nagar, has not been notified yet, the provisions of the DRC Act do not extend to the suit premises. Accordingly, Section 50 of the DRC Act, which excludes the jurisdiction of Civil Courts in matters falling within the domain of the Rent Controller, has no application in the present case. In the absence of notification, the Rent Controller has no authority over the suit premises, and therefore, dispute relating to possession are triable only by the Learned Civil/Commercial Court.

47. Moreover, the proceedings before the Rent Controller were withdrawn on the ground of inapplicability of the DRC Act, and the Commercial Court rightly proceeded on the basis that the premises fall outside the protective umbrella of the Rent Control statute. Thus, the second condition under Order XII Rule 6 CPC, as to the tenancy not being covered by the DRC Act, stands fulfilled.

48. In the present case, the Appellant/Defendant has attempted to resist eviction by disputing the Respondent/Plaintiff's ownership. The Appellant/Defendant's contention that the Respondent/Plaintiff's ownership is under a cloud, due to a disputed or allegedly forged Will, is legally untenable.

It is a settled principle that a tenant, while continuing in possession, cannot challenge the title of the landlord.

49. The Commercial Court rightly concluded that the landlord–tenant relationship stands established and that the Appellant/Defendant's plea challenging ownership based on the alleged forged Will is legally not sustainable. In this regard, the impugned judgment records as under:

> "12. *The defendant has admitted that he was inducted as a tenant by the mother of the plaintiff in respect of the suit shop for commercial purposes but denied the plaintiff as owner/landlord of the suit shop while taking a plea that the Will of Smt. Gayatri Devi is forged and fabricated and that the mother of plaintiff had also other legal heirs. The defendant being a tenant cannot challenge the validity of the Will executed by the mother of plaintiff. It is a settled law that a tenant cannot challenge the title of the landlord*." Reliance is placed upon *Atyam Veerraju v. Pechetti Venkanna*, **AIR 1966 SC 629 : (1966) 1 SCR 831**, wherein the Hon'ble Supreme Court quoted with approval the judgment of the Privy Council in *Bilas Kunwar v. Desraj Ranjit Singh*, observing that:
>
> ***"A tenant who has been let into possession cannot deny his landlord's title, however defective it may be, so long as he has not openly restored possession by surrender to his landlord." …"***

50. Thus, the allegation that the Will was forged is wholly unsubstantiated. No legal heir or other interested party has challenged the Will before any competent Court. In the absence of any cogent or contemporaneous evidence challenging the execution or validity of the Will, the Commercial Court was justified in treating the document as having persuasive evidentiary value.

51. In the present case, Appellant/Defendant's plea of forgery of the Will, unaccompanied by particulars or a rival paramount title, cannot therefore

constitute a triable issue.

52. Additionally, Section 116 of the Indian Evidence Act, 1872 (now Section 122 of the Bharatiya Sakshya Adhiniyam, 2023) embodies the principle of *Tenant Estoppel*. A tenant, once inducted into possession, is precluded from denying the landlord's title during the continuance of tenancy. Even where allegations of forgery are raised, the absence of credible evidence or challenge from other legal heirs negates the existence of a triable issue. This principle rests on both statutory authority and equitable considerations to ensure that tenants do not misuse tenancy to prolong occupation and frustrate lawful eviction.

53. The Appellant/Defendant's plea that no valid notice of termination was served is untenable. The Commercial Court rightly observed that in appropriate circumstances, summons and pleadings may operate as notice to quit. In view of the prior proceedings and the termination communications on record, this objection does not affect the admitted tenancy relationship or the long-standing default in payment. The tenancy of the Appellant/Defendant stands validly determined in terms of Section 106 TPA. It is reiterated that the Appellant/Defendant was inducted as a tenant by Respondent/Plaintiff's mother, who had earlier terminated the tenancy by notice dated 18th January, 1999. Upon her demise, the Plaintiff, having succeeded to her rights under the Will, again terminated the tenancy by termination notice dated 20th January, 2024.

54. Section 106 TPA provides that in the absence of a contract to the contrary, a lease of immovable property for purposes other than agriculture or manufacture is terminable by fifteen days' notice expiring with the end of a month of tenancy, and once such notice is served the tenant's status is reduced

to that of an unauthorised occupant. Even assuming technical objections to the termination notices, the law is well settled that the very institution of the present suit itself constitutes sufficient notice to quit. In this regard, reliance is placed upon the judgement of the Supreme Court in ***Nopany Investments (P) Ltd. v. Santokh Singh (HUF)(2008) 2 SCC 728,***

> ***"*** *22. In the present case, after serving a notice under Section 6-A read with Section 8 of the Act, the protection of the tenant under the Act automatically ceased to exist as the rent of the tenanted premises exceeded Rs 3500 and the bar of Section 3(c) came into play. At the risk of repetition, since, in the present case, the increase of rent by 10% on the rent agreed upon between the appellant and the respondent brought the suit premises out of the purview of the Act in view of Section 3(c) of the Act, it was not necessary to take leave of the Rent Controller and the suit, as noted hereinabove, could be filed by the landlord under the general law. The landlord was only required to serve a notice on the tenant expressing his intention to make such increase. When the eviction petition was pending before the Additional Rent Controller and the order passed by him under Section 15 of the Act directing the appellant to deposit rent at the rate of Rs 3500 was also subsisting, the notice dated 9-1-1992 was sent by the respondent to the appellant intimating him that he wished to increase the rent by 10 per cent. Subsequent to this notice, another notice dated 31-3-1992 was sent by the respondent intimating the appellant that by virtue of the notice dated 9-1-1992 and in view of Section 6-A of the Act, the rent stood enhanced by 10 per cent i.e. from Rs 3500 to Rs 3850. It is an admitted position that the tenancy of the appellant was terminated by a further notice dated 16-7-1992/17-7-1992. Subsequent to this, Eviction Petition No. 432 of 1984 was withdrawn by the respondent on 20-8-1992 and the suit for eviction, out of which the present appeal has arisen, was filed on 6-2-1993. That being the factual position, it cannot at all be said that the suit could not be filed without the leave of the*

Additional Rent Controller when, admittedly, at the time of filing of the said suit, the eviction petition before the Additional Rent Controller had already been withdrawn nor can it be said that the notice of increase of rent and termination of tenancy could not be given simultaneously, when, in fact, the notice dated 16-7-1992/17-7-1992 was also a notice to quit and the notice intending increase of rent in terms of Section 6-A of the Act was earlier in date than the notice dated 16-7-1992/17-7-1992. ***In any view of the matter, it is well settled that filing of an eviction suit under the general law itself is a notice to quit on the tenant.*** *Therefore, we have no hesitation to hold that no notice to quit was necessary under Section 106 of the Transfer of Property Act in order to enable the respondent to get a decree of eviction against the appellant.* ***This view has also been expressed in the decision of this Court in V. Dhanapal Chettiar v. Yesodai Ammal [(1979) 4 SCC 214 : AIR 1979 SC 1745]*** ***."***

55. The Supreme Court in ***Nopany Investments (P.) Ltd. v. Santokh Singh (Supra)*** has held that, in the context of tenancy for commercial purposes, the service of notice under Section 106 of TPA is a mandatory condition that precedes the termination. However, it is further clarified that the institution of a suit for possession itself operates as a notice to quit, satisfying the statutory requirement under Section 106 TPA.

56. The provision of Section 106 TPA must be construed in the light of the principle that landlord is entitled to regain possession upon termination of the tenancy. It is, therefore, evident that once the notice period expires, the landlord can regain possession, and the tenant cannot extend his occupancy beyond the lawful term, without the landlord's consent. This statutory right assumes particular significance in cases where tenancy is not governed by any special enactment, such as the DRC Act.

57. Furthermore, the statutory scheme under Section 106 TPA also underscores that, in absence of specific contrary agreement, the landlord's right to terminate the tenancy is not fettered except by the statutory requirement of termination notice. Once such notice is served or deemed served (as by institution of a suit), the tenancy stands terminated, and the tenant's status is reduced to that of an unauthorised occupant.

58. In the present case, the tenancy was admittedly for commercial purposes. The Respondent/Plaintiff served termination notice dated 20th January ,2024 and terminated the tenancy. Even if the validity of the termination notice dated 20th January, 2024 is questioned, the law recognizes that the institution of the suit, and service of summons itself operates as valid notice under Section 106 of TPA. In this regard, the impugned judgement records as under:

> *"14. Defendant in his affidavit of admission–denial of plaintiff's documents has denied receiving the legal notice dated 20.01.2024 whereby the tenancy of defendant was terminated. It is a settled law that even filing of an eviction suit under the general law itself is a notice to quit on the tenant. Reliance has been placed upon the judgment of the Supreme Court in* ***Nopany Investments (P) Ltd. v. Santokh Singh (HUF), (2008) 2 SCC 728****"*

59. Thus, the third condition under Order XII Rule 6 CPC *i.e.*, requirement of termination of tenancy, stands fulfilled.

60. Further, it is settled law that denials in pleadings must be specific and supported by material particulars. Evasive denials or denials for want of knowledge are legally insufficient, and must be treated as admissions when not supported by counter-evidence. Order VIII, CPC mandates that documents filed

with the plaint, when not specifically challenged, carry evidentiary value. In the present case, denials in the written statement were vague, evasive, or made for want of knowledge, which as per Order VIII Rules 3 to 5 CPC, cannot be treated as a specific denial. Thus, such evasive denials and lack of specific rebuttal strengthen the justification for summary disposal under Order XII Rule 6 CPC.

61. Notably, the Appellant/Defendant's assertion that rent was paid till 30th June, 2011 and that subsequent cheques were refused, was not supported by any contemporaneous receipts or banking records. Despite opportunities, no credible material was produced to establish payment beyond 2011. Thereby, the Commercial Court was justified in holding that the plea of payment did not raise a triable issue.

62. Thus, for the decree under Order XII Rule 6 CPC to be sustained, certain statutory and factual conditions must be satisfied. These include the existence of the landlord–tenant relationship, the inapplicability of the Delhi Rent Control Act, 1958 to the suit premises, and lawful termination of tenancy. These conditions are to be considered together with the broader object of Order XII Rule 6 CPC which is avoiding protracted litigation where admissions and unchallenged documents clearly dispose of the dispute. When such conditions are present, the summary adjudication is not only lawful but expedient and just.

63. Accordingly, the admitted facts in the present case are the induction of the Appellant/Defendant as a tenant, lacking any protected tenancy under the DRC Act, issuance of a termination notice, and institution of the eviction suit, together satisfying the requisites of Section 106 TPA. The Commercial Court rightly concluded that the tenancy stood terminated, and the Appellant/Defendant had no right to continue in possession, thereby justifying the passing of the decree under Order XII Rule 6 CPC.

64. Notably, judicial discretion under Order XII Rule 6 CPC must be exercised in consonance with principles of equity, justice, and the admitted facts of the case. In this regard, judicial notice of escalation of market rents, corroborative evidence of tenancy and termination, and admitted facts, strongly justify the passing of the decree under Order XII Rule 6 CPC. In the present case, all statutory, equitable, and procedural requirements were satisfied.

65. Thereby, decree under Order XII Rule 6 CPC was properly passed, as all statutory prerequisites were fulfilled, and the defences raised were legally barred and untenable.

66. Thus, this Court concurs with the Commercial Court's conclusion that the summary disposal was warranted, as the Appellant/ Defendant's challenge lacked merit particularly when the factum of tenancy stood admitted.

67. During the hearing of the present appeal, the Appellant was present in Court, and an opportunity was given to the Appellant if he would be willing to vacate the premises within a reasonable time, by paying prevalent market rent. The prevalent market rent for a similar shop is stated to be more than ₹20,000/- to ₹30,000/-. The Appellant stated that the Appeal may be decided on merits.

68. While disposing of the application under Order XII Rule 6 CPC, this Court further finds that the appeal preferred by the Appellant/Defendant is unfounded and devoid of merits. The jurisdiction of the ld. Commercial Court stands upheld, and consequently, the appeal is liable to be dismissed.

69. The appeal is, accordingly, dismissed. The Appellant/Defendant is directed to hand over vacant and peaceful possession of the suit premises to the Respondent/Plaintiff, within a period of three months from the date of this order.

70. The next date of hearing *i.e.*, 14th October 2025, fixed in the matter stands cancelled.

SHAIL JAIN
JUDGE

PRATHIBA M. SINGH
JUDGE

OCTOBER 9, 2025*/dk/sm/rm*