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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% ***Judgment reserved on:05.02.2026***
Judgment pronounced on: 24.07.2026
Judgment uploaded on: 24.07.2026

\+ RFA(COMM) 261/2024 & CM APPL. 38989/2024, CM APPL. 45943/2024, CM APPL. 70781/2024, CM APPL. 70782/2024, CM APPL. 21953/2025& CM APPL. 44946/2025

SONU .....Appellant

Through: Mr. Kuldeep Kumar, Adv.

versus

SMT. ANITA GUPTA .....Respondent

Through: Mr. Deepank Yadav and Mr. Mohit Bansal, Advs.

CORAM:
HON'BLE MR. JUSTICE ANIL KSHETARPAL
HON'BLE MR. JUSTICE AMIT MAHAJAN

J U D G M E N T

ANIL KSHETARPAL, J.

1. The present Appeal, preferred by the Appellant/Defendant assails the correctness of the order dated 03.06.2024 [hereinafter referred to as 'Impugned Order'] passed by the learned District Judge (Commercial Court, North East Distt.), Karkardooma Courts [hereinafter referred to as 'Commercial Court'] in CS(COMM) No. 21/2024 titled ***Anita Gupta v. Sonu***, whereby the suit for possession filed by the Respondent/Plaintiff was partly decreed while exercising powers under Order XII Rule 6 of the Code of Civil Procedure, 1908 [hereinafter referred to as 'CPC'].

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2. The principal question which arises for consideration in the present Appeal is whether, in the facts and circumstances of the case, the Commercial Court was justified in invoking the enabling jurisdiction under Order XII Rule 6 of the CPC and decreeing the suit for possession on the premise that there existed clear and unequivocal admissions on the part of the Defendant.

FACTUAL MATRIX

3. In order to appreciate the controversy involved in the present Appeal, the relevant facts, in brief, are required to be noticed. For the sake of convenience, the parties shall be referred to as they were arrayed before the Commercial Court.

4. The case of the Plaintiff, before the Commercial Court, was that, on 18.11.2022, a lease deed was executed and duly registered on 23.11.2022, in respect of the property bearing No. D-97, Gali No.6, Khasra No. 244/2, Garhi Mendu, Bhajanpura, Delhi-110053 [hereinafter referred to as 'subject property'] in favour of the Defendant.As per the said document, the tenancy was stated to be for a period of five years with effect from 01.01.2023 upto31.12.2028 at a monthly rent of Rs. 1,60,000/-.

5. It is the further case of the Plaintiff that subsequently, since July 2023, the Defendant started making defaults in paying the monthly rent. Thereafter, the husband of the Plaintiff, in October 2023, during an inspection of the subject property came to know that the Defendant and his accomplices were allegedly using the subject property for illegal activities, pursuant to which the Plaintiff served one month

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notice dated 17.10.2023 to the Defendant thereby terminating the tenancy and seeking peaceful possession of the subject property along with the arrears of rent and other charges. Upon failure by the Defendant to hand over the same, CS(COMM) No. 21/2024 came to be filed by the Plaintiff seeking possession, recovery of arrears of rent and *mesne* profits in respect of the subject property.

6. On the other hand, the case of the Defendant, before the Commercial Court, was that, on 23.11.2022, another lease deed in respect of the subject property was executed between the parties. Unlike the earlier registered lease deed, this document was notarized and reflected a monthly rent of Rs. 50,000/-. The term mentioned therein was also stated to be five years commencing from 01.01.2023 upto 31.12.2028. It was submitted that CS(COMM) No. 21/2024 was, in fact, a counter blast to the FIR under Section 380 of the Indian Penal Code, 1860,filed by the Defendant on 28.09.2023 against the husband of the Plaintiff as well as CS 31/2024 titled ***Sonu v. Anita Gupta and Ors.***, seeking permanent and mandatory injunction and damages. In the said suit, an application seeking restoration of electricity connection of the subject property was also filed.

7. In the written statement filed before the Commercial Court, the Defendant denied having committed any default in payment of rent. It was specifically pleaded that the Plaintiff had stopped accepting rent from him and, therefore, the Defendant was constrained to deposit the rent for the months of February and March, 2024 by filing an application under Section 27 of the Delhi Rent Control Act, 1958. The Defendant further asserted that in view of the subsequent notarized

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lease deed dated 23.11.2022, the earlier registered lease deed stood superseded and that the agreed rate of rent between the parties was Rs. 50,000/- per month. The allegations regarding misuse of the subject property were also denied.

8. It is relevant to note that prior to the institution of CS(COMM) No. 21/2024, the Defendant had already instituted Civil Suit No. 31/2024 on 24.01.2024 seeking permanent and mandatory injunction as well as damages against the Plaintiff and others. In CS(COMM) No. 21/2024, the written statement was filed by the Defendant on 26.03.2024. Thereafter, the Plaintiff moved an application under Order XII Rule 6 of the CPC on 15.04.2024 seeking decree of possession on the basis of alleged admissions. Subsequently, the Defendant filed a counter-claim, which came to be registered as CS(COMM) No. 35/2024, and also filed an amended written statement on 27.04.2024.

9. By the Impugned Order, the Commercial Court allowed the application filed under Order XII Rule 6 of the CPC and decreed the suit for possession. The Commercial Court observed that as per Clause 19 of the notarized lease deed dated 23.11.2022, in the event of failure to pay rent for two consecutive months, the landlady was entitled to terminate the tenancy. The Court further noted an inconsistency in the stand of the Defendant by observing as under:

> *"It is very strange to note that on one hand, defendant is claiming that as per notarized agreement dated 23.11.2022, the tenanted premises was let out for a fixed monthly rent of Rs.50,000/- but on another hand, he is submitting that plaintiff has stopped receiving rent of Rs.1,60,000/- per month to show him as defaulter."*

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The Commercial Court also recorded that although the Defendant had denied receipt of the termination notice in the written statement, in the affidavit of admission/denial of documents, he had not specifically denied the receipt of notice dated 17.10.2023. On the aforesaid reasoning, the application under Order XII Rule 6 of the CPC was allowed and a decree for possession was passed.

CONTENTIONS OF THE PARTIES

10. Contentions on behalf of the Appellant

10.1 Learned counsel for the Appellant assailed the Impugned Order primarily on the ground that the Commercial Court erred in invoking the provisions of Order XII Rule 6 of the CPC in the absence of any clear, unambiguous or unequivocal admission on the part of the Appellant. It was submitted that the very foundation of the suit, namely the terms of tenancy and the rate of rent, is seriously disputed.

10.2 It was contended that while the Respondent relies upon a registered lease deed dated 18.11.2022 stipulating a monthly rent of Rs.1,60,000/-, the Appellant has specifically pleaded that a subsequent agreement dated 23.11.2022 was executed between the parties, whereby the rent was mutually revised to Rs.50,000/- per month. According to the Appellant, the question as to which of the two agreements governs the relationship between the parties is a matter requiring trial and evidence, and could not have been summarily determined.

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10.3 It was further contended that the tenancy was for a fixed term and contained a lock-in clause, and therefore the Respondent was not entitled to terminate the tenancy in the manner alleged. According to the Appellant, these issues raise mixed questions of fact and law and could only be adjudicated upon after a full-fledged trial.

11. Contentions on behalf of the Respondent

11.1 *Per contra*, learned counsel for the Respondent supported the Impugned Order and submitted that the Commercial Court has rightly exercised jurisdiction under Order XII Rule 6 of the CPC in view of the admissions contained in the written statement.

11.2 It was submitted that the Appellant has admitted execution of the registered lease deed dated 18.11.2022 and has also admitted having paid rent at the rate of Rs.1,60,000/- per month. According to the Respondent, once the relationship of landlord and tenant and the rate of rent stood admitted, and the tenancy had been terminated, the Commercial Court was justified in passing a decree for possession.

11.3 It was further submitted that the alleged agreement dated 23.11.2022, setting out a reduced rent of Rs.50,000/- per month, is a fabricated and unregistered document, and cannot override the terms of the registered lease deed. It was contended that the plea based on the said document was rightly rejected by the Commercial Court.

ANALYSIS & FINDINGS

12. This Court has considered the submissions advanced on behalf of the parties and perused the paper book. At the outset, it is relevant

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to note that the power of the Court to pronounce judgment on admissions is traceable to Order XII Rule 6 of the CPC, which 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 questionbetween 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."*

13. It is well settled that the jurisdiction under Order XII Rule 6 of the CPC is discretionary and can be exercised only when the admission is clear, categorical, unequivocal and unconditional. The object of the provision is to enable a party to obtain speedy judgment to the extent of the relief to which, on the basis of admitted facts, it is entitled. However, such power cannot be invoked where the admission is ambiguous or where serious triable issues arise requiring adjudication upon evidence. If the defence raised is not sham, illusory or moonshine, and raises a *bona fide* dispute, the Court would be slow in short-circuiting the trial.

14. It is not the case of either party that the tenancy is governed by the Delhi Rent Control Act, 1958, the admitted rate of rent being above the statutory threshold. The rights of the parties are, therefore, governed by the contract between them and the Transfer of Property Act, 1882. As noticed hereinabove, there exist two lease deeds executed within a span of few days in respect of the same premises, one being a registered lease deed dated 18.11.2022 reflecting a

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monthly rent of Rs.1,60,000/-, and the other being a notarized lease deed dated 23.11.2022 reflecting a monthly rent of Rs.50,000/-. The Defendant has pleaded that by virtue of the subsequent notarized lease deed, the earlier registered lease deed stood superseded. Whether the latter document was intended to substitute the former or was executed for any collateral purpose is a disputed question of fact requiring adjudication.

15. Significantly, although the Defendant has admitted having paid rent at the rate of Rs.1,60,000/- on certain occasions, neither the Commercial Court nor this Court finds any categorical admission on record to the effect that the Defendant had defaulted in payment of rent from July, 2023, as alleged by the Plaintiff. The allegation of default has been specifically denied. The Defendant has pleaded that the Plaintiff stopped accepting rent from February, 2024, compelling him to deposit rent for the months of February and March, 2024 by invoking Section 27 of the Delhi Rent Control Act, 1958. Whether there was, in fact, a default and whether the termination of tenancy was validly effected are issues which require evidence.

16. It is also to be noticed that as per both lease deeds, the term of tenancy is stated to expire on 31.12.2028. The Defendant has further alleged that the subject property was subjected to action by the Municipal Corporation of Delhi on account of alleged unauthorized construction and was sealed on 09.05.2023, resulting in substantial loss to him. The Defendant has produced certain bank statements reflecting transfer of amounts, *inter alia*, on 01.02.2023, 11.02.2023, 05.03.2023, 18.04.2023, 22.08.2023 and 04.09.2023 in favour of J.K.

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Hoisery. Whether these payments satisfy the contractual obligation and what effect the alleged sealing of the premises would have on the rights and liabilities of the parties are matters that cannot be conclusively determined without trial.

17. In these circumstances, it cannot be said that there existed any categorical, clear or unequivocal admission on the part of the Defendant admitting the Plaintiff's entitlement to a decree for possession. The dispute regarding rate of rent, alleged default, validity of termination and the effect of the subsequent lease deed are all triable issues. The jurisdiction under Order XII Rule 6 of the CPC, being discretionary in nature, ought not to have been exercised in the absence of such crystal clear admission.

18. The Defendant had also raised a plea regarding the alleged lock-in period under the lease deed, whereas the Respondent contended that even assuming the existence of such a clause, the lock-in period had expired. Since this Court is of the view that the matter requires trial on account of absence of clear and unequivocal admission, it is neither necessary nor appropriate at this stage to render any finding on the said contention.

19. Consequently, the present Appeal is allowed. The Impugned Order dated 03.06.2024 is set aside and the matter is remitted to the learned Commercial Court for adjudication in accordance with law.

20. The parties, along with their respective counsel, shall appear before the Commercial Court on 04.08.2026.

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21. The Appeal, along with pending applications, stands disposed of.

ANIL KSHETARPAL, J.

AMIT MAHAJAN, J.

JULY 24, 2026
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